CITY OF ONTARIO

Regular City Council/Housing Authority Meeting
DECEMBER 19, 2023

City Hall
303 East B Street, Ontario, CA 91764

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

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

WELCOME TO A MEETING OF THE ONTARIO CITY COUNCIL

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

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

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

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

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

ACCOMODATIONS

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

ORDER OF BUSINESS

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

CALL TO ORDER *(OPEN SESSION)*

ROLL CALL

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

INFORMATION RELATIVE TO POSSIBLE CONFLICT OF INTEREST

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

CLOSED SESSION PUBLIC COMMENT

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

CLOSED SESSION

GC 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: APN: 1011-221-19; 1522 West Mission Boulevard; City/Authority negotiator: Scott Ochoa or his designee; Negotiating parties: The Ramanbhai G. Patel and Manjulaben R. Patel Revocable Living Trust; Under negotiation: Price and terms of payment

ATTACHMENT: 20231219 Closed Session

PLEDGE OF ALLEGIANCE

Council Member Bowman

INVOCATION

Pastor Delfa Tangonan Nava, Jesus is Lord Church

REPORT ON CLOSED SESSION

City Attorney

SPECIAL CEREMONIES

Recognition of Outgoing Fire Chief

Oath of Office for Newly Appointed Fire Chief

PUBLIC COMMENTS 6:30 P.M.

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

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

AGENDA REVIEW/ANNOUNCEMENTS

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

CONSENT CALENDAR

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

Each member of the public wishing to address the City Council on items listed on the Consent Calendar will be given a total of 3 minutes.

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1. APPROVAL OF MINUTES

Minutes for the regular meetings of the City Council and Housing Authority of November 21, 2023, and approving same as on file in the Records Management Department.

ATTACHMENT: 20231121 (Not official until approved)

2. BILLS & PAYROLL

Bills November 17, 2023 through November 30, 2023, and Payroll November 5, 2023 through November 18, 2023.

3. A CONSTRUCTION CONTRACT WITH SERVITEK ELECTRIC, INC. FOR THE FISCAL YEAR 2023-24 CDBG STREET LIGHT INSTALLATION PROJECT

That the City Council award a Construction Contract with Servitek Electric, Inc., of Walnut, California, for the Fiscal Year 2023-2024 CDBG Street Light Installation Project (Project) of $268,000 plus a ten percent (10%) contingency of $26,800, for a total not to exceed amount of $294,800; and authorize the City Manager, or his designee, to execute said contract and all related documents, and file a notice of completion at the conclusion of all construction activities.

ATTACHMENT: Exhibit A.pdf
ATTACHMENT: Contract Section 00500.pdf

4. A RESOLUTION APPROVING AN IMPROVEMENT AGREEMENT AND IMPROVEMENT SECURITY FOR PROJECT NO. PDEV21-037 LOCATED AT 1516 SOUTH BON VIEW AVENUE

That the City Council adopt a Resolution approving an Improvement Agreement and Improvement Security for Project No. PDEV21-037, located at 1516 South Bon View Avenue.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING AN IMPROVEMENT AGREEMENT AND IMPROVEMENT SECURITY FOR PROJECT NO. PDEV21-037 LOCATED AT 1516 SOUTH BON VIEW AVENUE.

ATTACHMENT: PDEV21-037^01_EXH_A.pdf
ATTACHMENT: PDEV21-037^02^RESO^RM
ATTACHMENT: PDEV21-037^03 IA.pdf

5. AB 1600 DEVELOPMENT IMPACT FEE ANNUAL REPORT FOR FISCAL YEAR ENDED JUNE 30, 2023, AND SB 165 LOCAL AGENCY SPECIAL TAX AND BOND ACCOUNTABILITY REPORT FOR FISCAL YEAR ENDED JUNE 30, 2023

That the City Council accept the City of Ontario's AB1600 Development Impact Fee (DIF) Annual Report (unaudited) for Fiscal Year Ended June 30, 2023, and the City of Ontario's SB 165 Local Agency Special Tax and Bond Accountability Report (unaudited) for Fiscal Year Ended June 30, 2023.

ATTACHMENT: AB 1600 Report Fiscal Year Ending June 30, 2023.pdf
ATTACHMENT: SB 165 Report Fiscal Year Ending June 30, 2023.pdf

6. A PROFESSIONAL SERVICES AGREEMENT WITH SPORTS FACILITIES COMPANIES, INC. FOR CONSULTING SERVICES

That the City Council approve and authorize the City Manager or designee to execute a Professional Services Agreement with Sports Facilities Companies, Inc., of Clearwater, Florida, (SFC) for consulting services in the amount of $742,000 with a 5% contingency of $37,100 to mitigate any unforeseen travel and reimbursement expenses for a total amount not-to-exceed of $779,100.

ATTACHMENT: PSA - Consulting Services for Ontario Sports Complex (SFC).pdf

7. A QUITCLAIM DEED AND A RESOLUTION APPROVING AN IMPROVEMENT AGREEMENT, IMPROVEMENT SECURITY AND FINAL PARCEL MAP NO. 20505

That the City Council take the following actions:

A. Authorize the City Manager or his designee to execute a Quitclaim Deed to Ontario Extended Stay, LLC, for fee title ownership for a portion of East G Street; and
B. Adopt a Resolution approving an Improvement Agreement, Improvement Security and Final Parcel Map No. 20505 located at the southeast corner of Corona Avenue and G Street.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING AN IMPROVEMENT AGREEMENT, IMPROVEMENT SECURITY AND FINAL PARCEL MAP NO. 20505 LOCATED AT THE SOUTHEAST CORNER OF CORONA AVENUE AND G STREET.

ATTACHMENT: 20231219 Parcel Map 20505^01 EXH A.pdf
ATTACHMENT: 20231219 Parcel Map 20505^02^RESO^RM
ATTACHMENT: 20231219 Parcel Map 20505^03 SIA.pdf
ATTACHMENT: 20231219 Parcel Map 20505^04 Quitclaim.pdf

8. AN AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH PARSONS CORPORATION FOR ENGINEERING DESIGN SERVICES FOR VARIOUS TRANSFORMATIVE CLIMATE COMMUNITIES (TCC) ACTIVE TRANSPORTATION PROJECTS

That the City Council approve Amendment No. 4 to the Professional Services Agreement with Parsons Corporation of Illinois, for additional engineering and design services for the various

TCC active transportation projects in the amount of $150,000. The revised total is $927,001 with a 10% contingency of $15,000, for a new not-to-exceed authorization amount of $942,001; and authorize the City Manager, or his designee, to execute said agreement and future amendments within the authorization limits.

ATTACHMENT: TCC Amendment 4_Contract.pdf

9. AUTHORIZE THE PURCHASE OF PLAYGROUND EQUIPMENT WITH INNOVATIVE PLAYGROUNDS FOR HOMER F. BRIGGS PARK

That the City Council authorize the cooperative purchase of playground equipment for Homer F. Briggs Park in the amount of $239,075 plus a 10% contingency of $23,908 to mitigate any unforeseen issues with supply chain surcharges and manufactory price increases for a total not-to-exceed amount of $262,983 from Innovative Playgrounds, of Whittier, California, consistent with the terms and conditions of the Sourcewell Cooperative Contract No. 010521-BUR.

ATTACHMENT: BCI Burke Sourcewell Contract 010521.pdf
ATTACHMENT: Drawing 513-173263-4_1_AL_HomerfBriggsPar.pdf
ATTACHMENT: Drawing 513-173263-4_2_AL_HomerfBriggsPar.pdf
ATTACHMENT: Drawing 513-173263-4_3_AL_HomerfBriggsPar.pdf

10. A RESOLUTION AUTHORIZING THE CITY MANAGER TO GRANT DEDICATIONS OF EASEMENTS WITHIN CITY RIGHT OF WAY

That the City Council adopt a Resolution authorizing the City Manager to grant dedications of easements within City Right of Way for public utility and other lawful purposes on behalf of the City.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO GRANT DEDICATIONS OF EASEMENTS WITHIN CITY RIGHT OF WAY FOR PUBLIC UTILITY AND OTHER LAWFUL PURPOSES.

ATTACHMENT: Grant Dedications^RESO^RM

11. AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH ARDURRA FOR ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

That the City Council approve Amendment No. 2 to the three-year Professional Services Agreement with Ardurra Group, Inc., of El Segundo, California, to provide On-Call Construction Management and Inspection Services for a revised cumulative contract total not-to-exceed amount of $2,271,208 with a contingency of $121,121 for a revised total not-to-exceed authorization amount of $2,392,329.

ATTACHMENT: Ardurra_Amendment No. 2 Contract_Unsigned.pdf

12. A PROFESSIONAL SERVICES AGREEMENT WITH URBAN FUTURES, INC., FOR CITYWIDE MUNICIPAL FINANCIAL ADVISORY SERVICES

That the City Council authorize the City Manager or designee to execute the Professional

Services Agreement with Urban Futures, Inc., of Walnut Creek, California, for the provision of citywide municipal financial advisory services, for a contract authority of a not-to-exceed amount of $1,597,500 and a term of three years, with an optional renewal period of two additional years.

ATTACHMENT: PSA Citywide Municipal Advisory Services - Urban Futures, Inc..pdf

13. A LEASE AGREEMENT BETWEEN WELLS FARGO, N.A. AND THE CITY OF ONTARIO

That the City Council approve a Lease Agreement between Wells Fargo, N.A. (Wells Fargo), and the City of Ontario for the use of the City-owned property located at 120 West "E" Street for a five-year term with the option to extend for up to two additional five-year terms.

ATTACHMENT: Wells Fargo Lease 120 West E St.pdf

14. AN AGREEMENT FOR AUTOMATIC AID AND MUTUAL AID BETWEEN SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT AND THE CITY OF ONTARIO

That the City Council authorize the City Manager or designee to execute an Agreement with San Bernardino County Fire Protection District for Fire Mutual Aid and Automatic Aid for rapid dispatch services and authorize the Fire Chief to negotiate and serve as the designated signatory on the Operating Plan.

ATTACHMENT: Ontario_RFP_MSA_v_11__SB_County_Edits_Incorporated_8.14.23_-c1 (5).pdf

15. A MAINTENANCE SERVICES AGREEMENT WITH CMAX COMMERCIAL MAINTENANCE, INC. FOR COMMERCIAL AND RESIDENTIAL WASTE CONTAINER MAINTENANCE

That the City Council take the following actions:

A. Authorize the City Manager or his designee to execute a Maintenance Services Agreement with CMAX Commercial Maintenance, Inc., of Ontario, California, for commercial and residential waste container maintenance in an amount of $125,000 per year for three (3) years for a total contract amount of $375,000;
B. Authorize a 5% contingency of $6,250 per year for three (3) years to address any unforeseen issues that may arise for a total not-to-exceed contract amount of $393,750; and
C. Authorize the City Manager or his designee to execute the optional two (2) one-year extensions to the Maintenance Services Agreement in a total not-to-exceed amount of $656,250 consistent with future budgets adopted by the City Council.

ATTACHMENT: CMAX January 2024.pdf

16. AN AMENDMENT TO THE GOODS AND SERVICES AGREEMENT WITH LOS ANGELES TRUCK CENTERS FOR THE PROCUREMENT OF MEDIUM AND HEAVY-DUTY PARTS AND REPAIRS

That the City Council authorize the City Manager or his designee to execute Amendment No. 2 to the Goods and Services Agreement with Los Angeles Truck Centers, of Whittier, California, for the procurement of medium and heavy-duty parts, and repairs, in the amount of $1,500,000, increasing the not-to-exceed contract amount to $2,000,000 and extending the

Agreement to June 30, 2025.

ATTACHMENT: Amendment #2 LAF Parts and Repair 2023 AA.pdf

17. AN AMENDMENT TO THE ON-CALL DESIGN SERVICES AGREEMENT WITH ARDURRA GROUP FOR THE 935 E. HOLT AVE. DEMOLITION PROJECT

That the City Council authorize the City Manager or his designee to execute Amendment No. 17 to the on-call Design Services Agreement with Ardurra Group, of Newport Beach, California, for the 935 E. Holt Ave. Demolition Project in the amount of $39,609 for a total not-to-exceed contract amount of $3,079,849 and extend the term of the Agreement to October 27, 2026.

ATTACHMENT: Ardurra Amendment 17.pdf

18. AUTHORIZE THE PURCHASE OF FLEET VEHICLES

That the City Council take the following actions:

A. Award Bid No. 1716 and authorize the purchase and delivery of two (2) EV Ford Transit vans in the amount of $135,342 plus a 20% contingency of $27,068 to mitigate any unforeseen issues with supply chain surcharges and manufacturers price increases, for a total not-to-exceed amount of $162,410 from Transwest Truck Center, of Fontana, California;
B. Award Bid No. 1718 and authorize the purchase and delivery of three (3) EV Ford Lighting pick up trucks in the amount of $209,507 plus a 20% contingency of $41,902 to mitigate any unforeseen issues with supply chain surcharges and manufacturers price increases, for a total not-to-exceed amount of $251,409 from Transwest Truck Center, of Fontana, California;
C. Authorize the purchase and delivery of three (3) Ford F250 Utility pick up trucks in the amount of $199,000 plus a 20% contingency of $39,800 to mitigate any unforeseen issues with supply chain surcharges and manufacturers price increases, for a total not-to-exceed amount of $238,800 from Citrus Motors, of Ontario, California;
D. Authorize the cooperative purchase and delivery of one (1) John Deere 410 Backhoe in the amount of $175,679 plus a 20% contingency of $35,136 to mitigate any unforeseen issues with supply chain surcharges and manufacturers price increases for a total not-to-exceed amount of $210,815 from RDO Equipment Company, of Riverside, California, consistent with the terms and conditions of the Sourcewell Cooperative Contract No. 011723-JDC;
E. Authorize the cooperative purchase and delivery of one (1) Freightliner Cement Mixing Truck in the amount of $366,584 plus a 20% contingency of $73,317 to mitigate any unforeseen issues with supply chain surcharges and manufacturers price increases for a total not-to-exceed amount of $439,901 from Velocity Truck Centers, of Whittier, California, consistent with the terms and conditions of the City of Glendale PO#62401374, Bid RFQ403819; and
F. Authorize the cooperative purchase and delivery of the following vehicles consistent with the terms and conditions of the Sourcewell Cooperative Contract No. 080521-PBL from PB Loader Corporation, of Fresno, California:
    a. One (1) Ford F450 Stake Bed truck in the amount of $125,028 plus a 20%

contingency of $25,006 to mitigate any unforeseen issues with supply chain surcharges and manufacturers price increases, for a total not-to-exceed amount of $150,034;

b. Three (3) Ford F350 Utility truck in the amount of $359,564 plus a 20% contingency of $71,913 to mitigate any unforeseen issues with supply chain surcharges and manufacturers price increases, for a total not-to-exceed amount of $431,477;
c. One (1) Ford F550 Aerial Truck in the amount of $239,329 plus a 20% contingency of $47,866 to mitigate any unforeseen issues with supply chain surcharges and manufacturers price increases, for a total not-to-exceed amount of $287,195;
d. One (1) Ford F450 Dump Truck in the amount of $116,145 plus a 20% contingency of $23,229 to mitigate any unforeseen issues with supply chain surcharges and manufacturers price increases, for a total not-to-exceed amount of $139,374; and
e. One (1) Ford F350 Bin Truck in the amount of $111,906 plus a 20% contingency of $22,381 to mitigate any unforeseen issues with supply chain surcharges and manufacturers price increases, for a total not-to-exceed amount of $134,287.

ATTACHMENT: Piggyback with Glendale.pdf
ATTACHMENT: John Deere Contract 011723.pdf
ATTACHMENT: PB Loader Contract 080521.pdf

19. A LOAN AGREEMENT BETWEEN THE CITY OF ONTARIO AND CONFIRE JOINT POWERS AUTHORITY FOR INITIAL CAPITAL FUNDING TO ESTABLISH AMBULANCE SERVICING

That the City Council authorize the City Manager or his designee to execute all documents related to the Loan Agreement between the City of Ontario and CONFIRE Joint Powers Authority in the amount of $20,000,000.

ATTACHMENT: ConFire Loan Agreement.pdf

20. AUTHORIZE THE PURCHASE OF THREE TYPE 1 AMBULANCES

That the City Council take the following actions:

A. Authorize the City Manager to execute the sole source purchase of up to three Medix Metro Express 153 Type 1 Ambulance from Republic EVS of Santa Fe Springs, California, in an amount not to exceed $1,033,252; and
B. Appropriate $450,000 to purchase equipment to outfit three ambulances.

ATTACHMENT: Quote - REV3 RepEVS Offer Page-Ontario Type I ME153 F450 Diesel - Final quote for Council 12 2023.pdf

PUBLIC HEARINGS

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

21. A PUBLIC HEARING TO CONSIDER AN AMENDMENT TO THE PARKSIDE SPECIFIC PLAN (FILE NO. PSPA21-006) SUBMITTED BY SC ONTARIO DEVELOPMENT COMPANY, LLC

That the City Council consider and adopt:

A. A Resolution approving an Addendum to the Parkside Specific Plan Environmental Impact Report (Certified EIR) (State Clearinghouse No. 2004011008) that was certified on September 5, 2006; and
B. A Resolution approving File No. PSAP21-006, an Amendment to the Parkside Specific Plan to; [1] increase the residential unit capacity from 1,947 to 2,851 dwelling units by modifying density ranges in residential planning areas and adjusting certain planning area boundaries; [2] decrease commercial land use from 11.15 acres of land to 2.77 acres of land within Planning Area 19; [3] decrease Great Park land use from 58.86 acres of land to 37.38 acres within Planning Area 21; [4] increase residential land use from 9.58 acres of land to 27.81 acres within Planning Areas 17 and 18; [5] update certain development standards and building categories; and [6] eliminate the private open space land use in Planning Areas 23, 24, and 25.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING AN ADDENDUM TO THE PARKSIDE SPECIFIC PLAN ENVIRONMENTAL IMPACT REPORT, PURSUANT TO THE REQUIREMENTS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AS AMENDED, FOR FILE NO. PSPA21-006 AND MAKING FINDINGS IN SUPPORT THEREOF — APNS: 0218-221-10, 0218-221-11, 0218-231-45, 0218-231-04, 0218-231-08, 0218-231-10, 0218-231-11, 0218-231-13, 0218-231-15, 0218-231-16, 0218-231-23, 0218-231-24, 0218-231-31, 0218-231-32, 0218-231-34, 0218-231-36, 0218-231-39, 0218-063-06, 0218-063-07, 0218-073-04, 0218-073-06, 0218-073-07, 0218-063-04, 0218-231-47 AND 0218-231-48.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, RECOMMENDING CITY COUNCIL APPROVE FILE NO. PSPA21-006, AN AMENDMENT TO THE PARKSIDE SPECIFIC PLAN (FILE NO. PSPA21-006) TO; A) INCREASE THE RESIDENTIAL UNIT CAPACITY FROM 1,947 TO 2,851 DWELLING UNITS BY MODIFYING DENSITY RANGES IN RESIDENTIAL PLANNING AREAS AND ADJUSTING CERTAIN PLANNING AREA BOUNDARIES; B) DECREASE COMMERCIAL LAND USE FROM 11.15 ACRES OF LAND TO 2.77 ACRES OF LAND WITHIN PLANNING AREA 19; C) DECREASE GREAT PARK LAND USE FROM 58.86 ACRES OF LAND TO 37.38 ACRES WITHIN PLANNING AREA 21; D) INCREASE RESIDENTIAL LAND USE FROM 9.58 ACRES OF LAND TO 27.81 ACRES WITHIN PLANNING AREAS 17 AND 18; E) UPDATE CERTAIN DEVELOPMENT STANDARDS AND BUILDING CATEGORIES; AND F) ELIMINATE THE PRIVATE OPEN SPACE LAND USE IN PLANNING AREAS 23, 24, AND 25, WHICH IS COMPRISED OF APPROXIMATELY 250-ACRES OF LAND BORDERED BY CARPENTER AVENUE ON THE WEST, ARCHIBALD AVENUE ON THE EAST, EUCALYPTUS AVENUE ON THE SOUTH, AND ONTARIO RANCH ROAD ON THE NORTH AND MAKING FINDINGS IN SUPPORT THEREOF—APNS: 0218-221-10, 0218-221-11, 0218-231-45, 0218-231-04, 0218-231-08, 0218-231-10, 0218-231-11, 0218-231-13, 0218-231-15, 0218-231-16, 0218-231-23, 0218-231-24, 0218-231-31, 0218-231-32, 0218-231-34, 0218-231-36, 0218-231-39, 0218-063-06, 0218-063-07, 0218-073-04, 0218-073-06, 0218-073-07, 0218-063-04, 0218-231-47 AND 0218-231-48.

ATTACHMENT: PSPA21-006 CC 02^Addendum^RESO^RM

ATTACHMENT: PSPA21-006 CC^03 ADDENDUM_Attach A.pdf
ATTACHMENT: 20231219 PSPA21-006 CC^04 Land Use Map and Summary Table.pdf
ATTACHMENT: 20231219 PSPA21-006 CC^05 Air Quality Assessment.pdf
ATTACHMENT: 20231219 PSPA21-006 CC^06 Biology Assessment.pdf
ATTACHMENT: 20231219 PSPA21-006 CC^07 Cultural Resource Assessment.pdf
ATTACHMENT: 20231219 PSPA21-006 CC^08 VMT Assessment.pdf
ATTACHMENT: 20231219 PSPA21-006 CC^09 Water Supply Assessment.pdf
ATTACHMENT: PSPA21-006 CC^10 Parkside APA RESO^RM
ATTACHMENT: 20231219 PSPA21-006 CC^11 Parkside SP Amendment.pdf

22. A PUBLIC HEARING TO CONSIDER THE ADOPTION OF AN ORDINANCE APPROVING A FIFTH AMENDMENT TO THE DEVELOPMENT AGREEMENT (FILE NO. PDA05-002) BETWEEN THE CITY OF ONTARIO AND SC ONTARIO DEVELOPMENT COMPANY, LLC.

That the City Council introduce and waive further reading of an Ordinance Approving a Fifth Amendment to the Development Agreement (File No. PDA05-002) between the City of Ontario and SC Ontario Development Company, LLC.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PDA05-002, A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ONTARIO AND SC ONTARIO DEVELOPMENT COMPANY, LLC TO ESTABLISH THE TERMS AND CONDITIONS ASSOCIATED WITH TENTATIVE TRACT MAP NO. 20487 (FILE NO. PMTT22-024) TO SUBDIVIDE 31.70 ACRES OF LAND INTO 5 NUMBERED LOTS FOR CONDOMINIUM PURPOSES, LOCATED EAST OF THE CUCAMONGA CREEK CHANNEL, WEST OF ARCHIBALD AVENUE, SOUTH OF ONTARIO RANCH ROAD AND APPROXIMATELY 1,104 FEET NORTH OF EUCALYPTUS AVENUE WITHIN PLANNING AREAS 17, 18, AND 19 OF THE PARKSIDE SPECIFIC PLAN (FILE NO. PSP03-002), AND MAKING FINDINGS IN SUPPORT THEREOF - APNS: 0218-221-10, 0218-221-11, 0218-231-45, 0218-231-04, 0218-231-08, 0218-231-10, 0218-231-11, 0218-231-13, 0218-231-15, 0218-231-16, 0218-231-23, 0218-231-24, 0218-231-31, 0218-231-32, 0218-231-34, 0218-231-36, 0218-231-39, 0218-063-06, 0218-063-07, 0218-073-04, 0218-073-06, 0218-073-07, 0218-063-04 AND 0218-231-47, AND 0218-231-48.

ATTACHMENT: File_No._PDA05-002_SC Ontario Development Co_^01 EXH A&B.pdf
ATTACHMENT: File_No._PDA05-002_SC_Ontario_Development_Co_03_ORD_RM.docx
ATTACHMENT: File _No._ PDA05-002 _SC Ontario Development Co_^04 _DEV AGR.docx

23. A PUBLIC HEARING TO CONSIDER THE ADOPTION OF AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT (FILE NO. PDA23-002) BETWEEN THE CITY OF ONTARIO AND IV3 LOMA CREEK LOGISTICS CENTER, LLC

That the City Council introduce and waive further reading of an Ordinance approving a Development Agreement (File No. PDA23-002) between the City of Ontario and IV3 Loma Creek Logistics Center LLC, to establish the terms and conditions associated with a Development Plan (File No. PDEV23-013), to construct one (1) industrial building totaling 534,373 square feet on 23.88 acres of land, located on the west side of Mill Creek Avenue, approximately 300 feet south of Chino Avenue, within Planning Area 2C (Light Industrial District) of the Rich Haven Specific Plan.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PDA23-002, A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ONTARIO AND IV3 LOMA CREEK LOGISTICS CENTER, LLC, TO ESTABLISH THE TERMS AND CONDITIONS ASSOCIATED WITH A DEVELOPMENT PLAN (FILE NO. PDEV23-013) TO CONSTRUCT ONE (1) INDUSTRIAL BUILDING TOTALING 534,373 SQUARE FEET ON 23.88 ACRES OF LAND, LOCATED ON THE WEST SIDE OF MILL CREEK AVENUE, APPROXIMATELY 300 FEET SOUTH OF CHINO AVENUE WITHIN PLANNING AREA 2C (LIGHT INDUSTRIAL DISTRICT) OF THE RICH HAVEN SPECIFIC PLAN, AND MAKING FINDINGS IN SUPPORT THEREOF - APN: 0218-161-18.

ATTACHMENT: File_ No._ PDA23-002_ BrookCal Ontario, LLC ^01 EXH A&B.pdf
ATTACHMENT: File No. PDA23-002 BrookCal LLC 03 ORD^RM
ATTACHMENT: File No. PDA23-002_ BrookCal Ontario, LLC^04 DEV AGR.docx

24. A PUBLIC HEARING TO CONSIDER A DEVELOPMENT CODE AMENDMENT (FILE NO. PDCA23-003) REVISING AND CLARIFYING CERTAIN PROVISIONS OF THE CITY OF ONTARIO DEVELOPMENT CODE AND A ZONE CHANGE (FILE NO. PZC23-002) TO MODIFY THE ZONING MAP

That the City Council introduce and waive further reading of:

A. An Ordinance approving File No. PDCA23-003, a Development Code Amendment revising and clarifying certain provisions of Chapters 2.0 (Administration and Procedures), 3.0 (Nonconforming Lots, Land Uses, Structures, and Signs), 4.0 (Permits, Actions, and Decisions), 5.0 (Zoning and Land Use), 6.0 (Development and Subdivision Regulations), and 8.0 (Sign Regulations) of the City of Ontario Development Code; and
B. An Ordinance approving File No. PZC23-002, a Zone Change to modify the Zoning Map to remove the EA (Euclid Avenue) Overlay south of Philadelphia Avenue.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PDCA23-003, A DEVELOPMENT CODE AMENDMENT REVISING AND CLARIFYING CERTAIN PROVISIONS OF CHAPTERS 2.0 (ADMINISTRATION AND PROCEDURES), 3.0 (NONCONFORMING LOTS, LAND USES, STRUCTURES, AND SIGNS), 4.0 (PERMITS, ACTIONS, AND DECISIONS), 5.0 (ZONING AND LAND USE), 6.0 (DEVELOPMENT AND SUBDIVISION REGULATIONS), AND 8.0 (SIGN REGULATIONS) OF THE CITY OF ONTARIO DEVELOPMENT CODE, AND MAKING FINDINGS IN SUPPORT THEREOF.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PZC-23-002, A ZONE CHANGE TO MODIFY THE ZONING MAP TO REMOVE THE EA (EUCLID AVENUE) OVERLAY DISTRICT SOUTH OF PHILADELPHIA AVENUE, AND MAKING FINDINGS IN SUPPORT THEREOF - APNS: 1051-051-11, 1051-051-12, 1051-051-17, 1051-051-71, 1051-051-72, 1051-051-22, 1051-051-23, 1051-051-24, 1051-051-25, 1051-051-26, 1051-051-27, 1051-051-28, 1051-051-29, 1051-051-30, 1051-051-31, 1051-051-32, 1051-051-33, 1051-051-34, 1051-051-35, 1051-051-36, 1051-051-37, 1051-051-38, 1051-051-39, 1051-051-40, 1051-051-41, 1051-051-42, 1051-051-43, 1051-051-44, 1051-051-45, 1051-051-46, 1051-051-47, 1051-051-48, 1051-051-49, 1051-051-50, 1051-051-51, 1051-051-52, 1051-051-53, 1051-051-54, 1051-051-55, 1051-051-56, 1051-051-57, 1051-051-58, 1051-051-59, 1051-051-60, 1051-051-61, 1051-051-62, 1051-051-63, 1051-051-64, 1051-051-65, 1051-051-66, 1051-051-67, 1051-051-68, 1051-051-73,

1051-062-25, 1051-062-26, 1051-062-27, 1051-062-28, 1051-062-29, 1051-062-30, 1051-062-31, 1051-062-32, 1051-062-33, 1051-062-34, 1051-062-35, 1051-062-36, 1051-062-37, 1051-062-38, 1051-062-39, 1051-081-01, 1051-062-40, 1051-062-41, 1051-062-42, 1051-062-48, 1051-062-49, 1051-071-02, 1051-071-04, 1051-081-01, 1051-081-02, 1051-211-02, 1051-211-03, 1051-211-10, 1051-222-01, 1051-222-13, 1051-222-20, 1051-271-06, 1051-271-66, 1051-271-67, 1051-281-04, 1051-281-09, 1051-281-77, 1051-281-79, 1051-281-80, 1051-411-12, 1051-411-13, 1051-411-14, 1051-411-15, 1051-411-16, 1051-411-17, 1051-411-18, 1051-411-35, 1051-411-36, 1051-411-37, 1051-411-38, 1051-412-21, 1051-412-22, 1051-412-23, 1051-412-24, 1051-412-25, 1051-412-26, 1051-412-27, 1051-412-28, 1051-421-08, 1051-421-09, 1051-421-10, 1051-421-11, 1051-421-12, 1051-421-13, 1051-421-14, 1051-421-15, 1051-431-55, 1051-431-56, 1051-431-57, 1051-431-58, 1051-431-59, 1051-431-60, 1051-431-61, 1051-441-08, 1051-441-51, 1051-522-10, 1051-522-02, 1051-522-03, 1051-522-04, 1051-522-05, 1051-522-61, 1051-522-62, 1051-522-63, 1051-522-64, 1051-522-65, 1051-522-66, 1051-522-67, 1051-522-68, 1051-522-69, 1051-522-74, 1051-522-75, 1051-522-76, 1051-522-77, 1051-522-78, 1051-614-01, 1051-614-02, 1051-614-03, 1051-614-07, 1051-614-08, AND 1051-614-09.

ATTACHMENT: PDCA23-003 PZC23-002 2023 Dev Code Amendment 2 02 ORD^RM
ATTACHMENT: PDCA23-003 PZC23-002 2023 Dev Code Amendment #2^03 ORD Attach A.pdf
ATTACHMENT: PDCA23-003_PZC23-002_2023_Dev_Code_Amendment__2_04_ORD^RM

STAFF MATTERS

City Manager Ochoa

COUNCIL MATTERS

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

ADJOURNMENT

CITY OF ONTARIO
CLOSED SESSION REPORT
City Council // Housing Authority // Other // *(GC 54957.1)*
December 19, 2023

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

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

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

- GC 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS
  Property: APN: 1011-221-19; 1522 West Mission Boulevard; City/Authority negotiator: Scott Ochoa or his designee; Negotiating parties: The Ramanbhai G. Patel and Manjulaben R. Patel Revocable Living Trust; Under negotiation: Price and terms of payment

No Reportable Action	Continue	Approved
/ /	/ /	/ /

Disposition: _____

Reported by:

_____
City Attorney / City Manager / Executive Director

ONTARIO CITY COUNCIL/
ONTARIO HOUSING AUTHORITY
MINUTES
NOVEMBER 21, 2023
(Not Official Until Approved)

JOINT MEETINGS

The regular meetings of the Ontario City Council and the Housing Authority were held on Tuesday, November 21, 2023 at Ontario City Hall, 303 E. B Street Ontario, California.

CALL TO ORDER

Mayor Leon called the joint meetings to order at 6:01 p.m.

ROLL CALL

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

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

CLOSED SESSION

Mayor Leon inquired whether persons were present who wished to speak to the Closed Session items. Hearing no one, City Attorney Duran announced the matters for discussion as listed on the agenda and recessed to Closed Session at 6:02 p.m. for discussion of the following:

GC 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: APN: 1011-382-65; 1045 West Mission Boulevard; City/Authority negotiator: Scott Ochoa or his designee; Negotiating parties: Kalpesh P. Solanki; Under negotiation: Price and terms of payment.

GC 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: APN: 1011-382-09; 801-805 South Mountain Avenue; City/Authority negotiator: Scott Ochoa or his designee; Negotiating parties: Peter Stuart Dejager and Michelle Julie Dejager; Under negotiation: Price and terms of payment

OPEN MEETING CALLED TO ORDER

Mayor Leon reconvened the meetings at 6:31 p.m. for the regular session.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Valencia.

INVOCATION

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

REPORT ON CLOSED SESSION

City Attorney Duran stated there was no reportable action.

PUBLIC COMMENTS

Assistant City Clerk Isbell announced there was one written public comment: *Anonymous,* regarding Matthew 26, King James Version.

Mayor Leon called upon the first speaker:

Tori Mohamand, announced new non-profit organization in the community.

Jesse Fonsenca, spoke on airport matters.

AGENDA REVIEW/ANNOUNCEMENTS

City Manager Ochoa asked for the removal of Item No. 12 from the Consent Calendar noting the item would be brought back at a future meeting.

INFORMATION RELATIVE TO POSSIBLE CONFLICTS OF INTEREST

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

CONSENT CALENDAR

MOTION: Moved by Council Member Bowman seconded by Council Member Wapner and carried by a unanimous vote 5-0, to approve the Consent Calendar as presented with the exception of Item No. 12.

1. APPROVAL OF MINUTES

Approved minutes for the regular meetings of the City Council and Housing Authority of October 17, 2023, approving the same as on file in the Records Management Department.

2. BILLS & PAYROLL

Approved bills October 20, 2023 through November 2, 2023 in the amount of $16,412,510.83, and Payroll October 8, 2023 through October 21, 2023 in the amount of $5,008,984.28.

3. SELECTION OF INLAND EMPIRE RESOURCE CONSERVATION DISTRICT AS THE LAND TRUST FOR ADMINISTRATION OF THE ONTARIO RANCH (NEW MODEL COLONY) GREATER PRADO BASIN HABITAT CONSERVATION PROGRAM HABITAT MITIGATION FEE

The City Council approved the selection of the Inland Empire Resource Conservation District (IERCD) as the administrator of the Greater Prado Basin Habitat Conservation Program (GPBHCP) Ontario Ranch (New Model Colony) Habitat Mitigation Fees and directed the City Manager or designee to facilitate the purpose and goals of the Memorandum of Agreement.

4. AN AGREEMENT WITH HEXAGON SAFETY & INFRASTRUCTURE FOR THE PURCHASE OF A NEW COMPUTER AIDED DISPATCH (CAD) SYSTEM, AND AMENDMENT NO. 4 WITH NATIONAL PUBLIC SAFETY GROUP

The City Council took the following actions:

A. Authorized the City Manager or his designee to execute a five (5) year Agreement with Intergraph Corporation, a Delaware corporation, by and through its Hexagon Safety & Infrastructure division, with its principal place of business in Madison, Alabama, for public safety computer aided dispatch (I/CAD) software and recurring annual maintenance fees in the amount of $3,179,468;
B. Authorized the City Manager or his designee to execute a Professional Services Agreement with Hexagon for project implementation and training services for the public safety computer aided dispatch platform in the amount of $2,006,648, including a 10 percent implementation contingency of $182,423, for a total contract not-to-exceed amount of $5,186,116; and
C. Authorized the City Manager or his designee to execute Amendment No. 4 to the current Agreement with National Public Safety Group (NPSG), LLC, of Aberdeen, North Carolina, for system selection, procurement, and project management in the amount of $586,415, for a total contract not-to-exceed amount of $963,634; and
D. Authorized the City Manager or his designee to execute $1,000,000 for project hardware and implementation contingency expenses.

5. A PROFESSIONAL DESIGN SERVICES AGREEMENT WITH RICHARD BRADY AND ASSOCIATES INC. FOR RESERVOIR 925-1A AND WATER TRANSMISSION MAIN IMPROVEMENT PROJECT

The City Council approved and authorized the City Manager, or designee, to execute a Professional Design Services Agreement with Richard Brady and Associates Inc., of San Diego, California, for design and bid support services for Reservoir 925-1A (Reservoir) and Water Transmission Main Project for an amount of $2,489,355 plus a 15% contingency of $373,403 for a total not-to-exceed amount of $2,862,758, and a term from November 21, 2023 to November 21, 2026.

6. ACCEPT AND APPROVE LAW ENFORCEMENT GRANT PROGRAM FOR FISCAL YEAR 2023-24

The City Council authorized the City Manager or his designee to execute all documents necessary to accept and approve the Citizen' s Option for Public Safety (COPS) / Enhancing Law Enforcement Activities Subaccount (ELEAS) Grant in the amount of $280,981 for Fiscal Year 2023-24.

7. A PROFESSIONAL SERVICES AGREEMENT WITH COLLABORATIVE SOLUTIONS, LLC, FOR WORKDAY CONSULTING AND SERVICE SUPPORT

The City Council authorized the City Manager or his designee to execute a Professional Services Agreement with Collaborative Solutions, LLC, of Teaneck, New Jersey, for ongoing full-suite Workday support and configuration services, in a contract amount not-to-exceed $298,804.

8. A RESOLUTION ADOPTING THE CITY OF ONTARIO'S 2023 HAZARD MITIGATION PLAN

The City Council adopted a Resolution approving the City of Ontario's 2023 Hazard Mitigation Plan in accordance with California O□ce of Emergency Services (Cal OES) and Federal Emergency Management Agency (FEMA) requirements.

RESOLUTION NO. 2023-150 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADOPTING THE HAZARD MITIGATION PLAN 2023 IN ACCORDANCE WITH CALIFORNIA OFFICE OF EMERGENCY SERVICES (CALOES) AND FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) REQUIREMENTS.

9. AN AMENDMENT TO THE DESIGN SERVICES AGREEMENT WITH COMMUNITY WORKS DESIGN GROUP FOR LANDSCAPE ARCHITECTURAL SERVICES FOR THE DE ANZA PARK IMPROVEMENTS

The City Council authorized the City Manager or his designee to execute Amendment No. 4 to the Design Services Agreement for Contract No. PM 1819-1 with Community Works Design Group, of Riverside, California, to provide Landscape

Architectural Services for the De Anza Park Improvements in the amount of $64,770 and a total not-to-exceed amount of $424,705.

10. AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH EIDE BAILLY LLP FOR ACCOUNTING ADVISORY/CONSULTING SERVICES

The City Council authorized the City Manager or designee to execute Amendment No. 1 adding $200,000 to the Professional Services Agreement with Eide Bailly LLP, of Rancho Cucamonga, California, for the provision of accounting advisory/consulting services, for a revised contract authority of a not-to-exceed amount of $350,000.

11. AN AMENDMENT TO THE GOODS AND SERVICES AGREEMENT WITH WASTEBUILT ENVIRONMENTAL SOLUTIONS, LLC. FOR COMMERCIAL BIN MATERIALS AND SUPPLIES

The City Council approved and authorized the City Manager or his designee to execute Amendment No. 4 to the existing Goods and Services Agreement with Wastebuilt Environmental Solutions, LLC., of Ontario, California, exercising the third option year and extending the term of the Agreement to November 30, 2024 in the amount of $250,000 for a total not-to-exceed contract amount of $805,000.

12. AN AMENDMENT TO THE DESIGN SERVICES AGREEMENT WITH POPULOUS, INC., AND AMENDMENTS TO THE ON-CALL DESIGN SERVICES AGREEMENT WITH ARDURRA GROUP

The City Council continued the item to a future meeting.

13. AUTHORIZE A CHANGE ORDER TO THE CONSTRUCTION CONTRACT WITH SHAW INTEGRATED & TURF SOLUTIONS, INC., FOR EMERGENCY REPAIRS AT ONTARIO POLICE DEPARTMENT C.E.T DIVISION

The City Council took the following actions:

A. Authorized the City Manager or his designee to complete and execute Change Order No. 2 to the Construction Contract No. D&C21-006 with Shaw Integrated & Turf Solutions, Inc., of Dalton, Georgia, for the emergency repairs at Ontario Police Department Community Engagement Team (C.E.T) Division in an amount of $75,990 for a total not-to-exceed contract amount of $503,233; and
B. Authorized the City Manager or his designee to execute all documents required for the completion of the project including, but not limited to, contracts, agreements, assessments, easements, reduction of retention accounts, and filing a notice of completion at the conclusion of all construction related activities.

14. A GOODS AND SERVICES AGREEMENT WITH CONSTANT TECHNOLOGIES, INC. FOR THE BUILDOUT OF THE ONTARIO POLICE DEPARTMENT REAL TIME INFORMATION CENTER

The City Council took the following actions:

A. Authorized the City Manager or his designee to execute a Goods and Services Agreement with Constant Technologies Inc., of North Kingstown, Rhode Island, for the Ontario Police Department Real Time Information Center (RTIC) in an amount of $721,550;
B. Authorized a 10% contingency of $72,155 to address any unforeseen issues that may arise for a total not-to-exceed contract amount of $793,705; and
C. Authorized the City Manager or his designee to execute all documents required for the completion of the project including, but not limited to, contracts, agreements, assessments, easements, reduction of retention accounts, and filing a notice of completion at the conclusion of all construction related activities.

15. AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH KLEINFELDER, INC. FOR ON-CALL GEOTECHNICAL CONSULTING, MATERIALS TESTING, AND SPECIAL INSPECTION SERVICES

The City Council authorized the City Manager or his designee to execute Amendment No. 4 to the On-Call Professional Services Agreement with Kleinfelder, Inc., of Ontario, California, to provide on-call geotechnical consulting, materials testing, and special inspection services for the City Hall Expansion - Parking Structure Project in the amount of $461,981 for a total contract amount not-to-exceed $511,746.

16. AN AMENDMENT TO THE ON-CALL DESIGN SERVICES AGREEMENT WITH ROBERT BORDERS AND ASSOCIATES FOR THE 208 EMPORIA 1ST FLOOR OFFICE RENOVATION PROJECT

The City Council took the following actions:

A. Authorized the City Manager or his designee to execute Amendment No. 19 to the On-Call Design Services Agreement with Robert Borders and Associates, of Costa Mesa, California, for the 208 Emporia 1st Floor O□ce Renovation Project in the amount of $29,620 for a total not-to-exceed contract amount of $652,462; and
B. Authorized the City Manager or his designee to execute all documents required for the completion of the project including, but not limited to, contracts, agreements, assessments, easements, reduction of retention accounts, and filing a notice of completion at the conclusion of all construction related activities.

17. AWARD OF PROFESSIONAL SERVICE AGREEMENTS WITH TEMPORARY STAFFING AGENCIES FOR AS-NEEDED TEMPORARY STAFFING REQUIREMENTS

The City Council took the following actions:

A. Approved and authorized the City Manager or his designee to execute a three-year Professional Services Agreement with 22nd Century Technologies, Inc. of Somerset, New Jersey, for on-call, as-needed temporary sta□ng requirements for a total not-to-exceed contract amount of $1,300,000;
B. Approved and authorized the City Manager or his designee to execute a three-year Professional Services Agreement with AppleOne, Inc. of Torrance, California, for on-call, as-needed temporary sta□ng requirements for a total not-to-exceed contract amount of $700,000;
C. Approved and authorized the City Manager or his designee to execute a three-year Professional Services Agreement with Enterprise Solutions, Inc. of Santa Clara, California, for on-call, as-needed temporary sta□ng requirements for a total not-to-exceed contract amount of $700,000;
D. Approved and authorized the City Manager or his designee to execute a three-year Professional Services Agreement with Resource Logistics, Inc. of East Brunswick, New Jersey, for on-call, as-needed temporary sta□ng requirements for a total not-to-exceed contract amount of $700,000;
E. Approved and authorized the City Manager or his designee to execute a three-year Professional Services Agreement with SoftHQ, Inc. of San Diego, California, for on-call, as-needed temporary sta□ng requirements for a total not-to-exceed contract amount of $1,300,000;
F. Approved and authorized the City Manager or his designee to execute a three-year Professional Services Agreement with Sta□ng Network, LLC of Oakbrook, Illinois, for on-call, as-needed temporary sta□ng requirements for a total not-to-exceed contract amount of $1,300,000; and
G. Authorized a total aggregate not-to-exceed three-year contract amount of $6,000,000 with 22nd Century Technologies, Inc., AppleOne, Inc., Enterprise Solutions, Inc., Resource Logistics, Inc., SoftHQ, Inc., Staffing Network, LLC.

18. AUTHORIZE A CHANGE ORDER TO THE CONSTRUCTION CONTRACT WITH SERVITEK ELECTRIC, INC. FOR THE CDBG CITY FIBER CONDUIT INSTALLATION WEST RING SEGMENT 2

The City Council approved a Change Order to the Construction Contract with Servitek Electric, Inc. of Walnut, California, to increase the total authorized expenditure by $21,176 for the CDBG City Fiber Conduit Installation West Ring Segment 2 Project, for a revised total contract not-to-exceed amount of $821,281.

19. A PROFESSIONAL SERVICES AGREEMENT WITH AKM CONSULTING ENGINEERS FOR THE 2023 POTABLE WATER, RECYCLED WATER, SEWER MASTER PLAN UPDATES, AND SEWER SYSTEM MANAGEMENT PLAN AND AUDIT

The City Council approved and authorized the City Manager, or his designee, to execute a Professional Services Agreement with AKM Consulting Engineers, of Irvine, California, to provide engineering services for the Potable Water, Recycled Water, Sewer Master Plan Updates, and Sewer System Management Plan and Audit for $1,646,784 plus a 10% contingency of $164,678 for a total not-to-exceed contract amount of $1,811,462, and a term from November 21, 2023 to November 21, 2025.

20. AN AMENDMENT TO THE DESIGN SERVICES AGREEMENT WITH RJM DESIGN GROUP FOR ON-CALL LANDSCAPE ARCHITECTURAL SERVICES FOR THE ONTARIO MILLS LANDSCAPE DESIGN

The City Council authorized the City Manager or his designee to execute Amendment No. 5 to the Design Services Agreement for Contract No. PM 1819-1 with RJM Design Group of San Juan Capistrano, California, to provide On-Call Landscape Architectural Services for the Ontario Mills Landscape Design Project in a total amount of $102,100 and a total not-to-exceed amount of $527,100.

PUBLIC HEARINGS

21. A PUBLIC HEARING TO CONSIDER AN ADDENDUM TO THE ONTARIO PLAN 2050 SUPPLEMENTAL ENVIRONMENTAL IMPACT REPORT AND AN AMENDMENT TO THE CALIFORNIA COMMERCE CENTER SPECIFIC PLAN (FILE NO. PSPA22-006)

The City Council considered and adopted:

A. A Resolution approving an Addendum to The Ontario Plan 2050 Supplemental Environmental Impact Report for File No. PSPA22-006; and
B. A Resolution approving File No. PSPA22-006, amending the California Commerce Center Specific Plan to change the land use designation from Commercial/Food/Hotel to Light Industrial, update exhibits and text to support the change, and bring the Specific Plan into compliance with The Ontario Plan 2050 (General Plan) for 16.65 acres of land located at the southwest corner of Rockefeller Avenue and Wanamaker Avenue.

RESOLUTION NO. 2023-151 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING AN ADDENDUM TO THE ONTARIO PLAN 2050 SUPPLEMENTAL ENVIRONMENTAL IMPACT REPORT, PURSUANT TO THE REQUIREMENTS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AS AMENDED, FOR FILE NO. PSPA22-006.

RESOLUTION NO. 2023-152 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PSPA22-006, AN AMENDMENT TO THE CALIFORNIA COMMERCE CENTER SPECIFIC PLAN TO CHANGE THE LAND USE DESIGNATION FROM COMMERCIAL/FOOD/HOTEL TO LIGHT INDUSTRIAL, UPDATE EXHIBITS AND TEXT TO SUPPORT THE CHANGE, AND BRING THE SPECIFIC PLAN INTO COMPLIANCE WITH THE ONTARIO PLAN 2050 (GENERAL PLAN), ON 16.65 ACRES OF LAND GENERALLY LOCATED AT THE SOUTHEAST CORNER OF ROCKEFELLER AVENUE AND WANAMAKER AVENUE, AT 1350 AND 1375 S. WOODRUFF WAY, WITHIN THE CALIFORNIA COMMERCE CENTER SPECIFIC PLAN, AND MAKING FINDINGS IN SUPPORT THEREOF—APNS: 0238-201-41 AND 0238-221-22.

Notice of public hearing was duly given and affidavits of compliance are on file in the Records Management Department. There was one written communication from Mitchell Tsai in support of the project.

Mayor Leon opened the public hearing and inquired if anyone was interested in speaking to the item.

David Hanson, spoke in support of the project.
Tom Krukenshant, spoke in support of the project.
Jorge, chose not to speak.
Ivan Vega, spoke in support of the project.
Louie Lopez, spoke in support of the project.
Robert Ramos, spoke in support of the project.
Rafael Mecido, chose not to speak.
Eddie Campos, chose not to speak.
J*ayson*, chose not to speak.
Tomas Ruiz, spoke in support of the project.

Hearing no one else, Mayor Leon closed the public hearing and opened the item for Council discussion.

MOTION: Moved by Council Member Wapner seconded by Council Member Bowman and carried by a unanimous vote 5-0, to adopt Resolution Nos. 2023-151 and 2023-152.

22. A PUBLIC HEARING TO CONSIDER AMENDING THE GENERAL PLAN LAND DESIGNATIONS (FILE NO. PGPA23-001) AND ZONE CHANGES (FILE NO. PZC23-003) ON VARIOUS PROPERTIES THROUGHOUT THE CITY

The City Council took the following actions:

A. Adopted a Resolution approving the use of an Addendum to The Ontario Plan 2050 (TOP) Supplemental Environmental Impact Report (SEIR) (State Clearinghouse No. 2021070364);
B. Adopted a Resolution for an amendment to the Policy Plan (General Plan) component of The Ontario Plan to modify the Land Use Plan (Exhibit LU-01) and Exhibit LU-03 (Future Buildout) changing the land use designation; and

C. Introduced and waived further readings of an Ordinance approving a Zone Change application (File No. PZC23-003) to rezone.

RESOLUTION NO. 2023-153 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING AN ADDENDUM TO THE ONTARIO PLAN 2050 CERTIFIED SUPPLEMENTAL ENVIRONMENTAL IMPACT REPORT (STATE CLEARINGHOUSE NO. 2021070364), FOR WHICH AN INITIAL STUDY WAS PREPARED, ALL IN ACCORDANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AS AMENDED, FOR FILE NOS. PGPA23-001 AND PZC-23-003.

RESOLUTION NO. 2023-154 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PGPA23-001, AN AMENDMENT TO THE POLICY PLAN (GENERAL PLAN) COMPONENT OF THE ONTARIO PLAN TO: [1] MODIFY THE LAND USE PLAN (EXHIBIT LU-01) AND EXHIBIT LU-03 (FUTURE BUILDOUT) CHANGING THE LAND USE DESIGNATION FOR 3.8 ACRES OF LAND FROM HIGH-DENSITY RESIDENTIAL TO MIXED USE - DOWNTOWN, [2] MODIFY THE LAND USE PLAN (EXHIBIT LU-01) AND EXHIBIT LU-03 (FUTURE BUILDOUT) CHANGING THE LAND USE DESIGNATION FOR 9.3 ACRES OF LAND, FROM MEDIUM-DENSITY RESIDENTIAL TO LOW-DENSITY RESIDENTIAL, [3] MODIFY THE LAND USE PLAN (EXHIBIT LU-01) AND EXHIBIT LU-03 (FUTURE BUILDOUT) CHANGING THE LAND USE DESIGNATION FOR 4.7 ACRES OF LAND FROM HIGH-DENSITY RESIDENTIAL TO MEDIUM-DENSITY RESIDENTIAL, [4] MODIFY THE LAND USE PLAN (EXHIBIT LU-01) AND EXHIBIT LU-03 (FUTURE BUILDOUT) CHANGING THE LAND USE DESIGNATION FOR 9.8 ACRES OF LAND FROM BUSINESS PARK TO MIXED USE – EAST HOLT, AND [5] MODIFY THE TEXT IN THE LAND USE DESIGNATION SUMMARY TABLE (EXHIBIT LU-02) TO ALLOW CIVIC USES WITHIN THE MIXED-USE DOWNTOWN LAND USE DESIGNATION. AND MAKING FINDINGS IN SUPPORT THEREOF - APNS: 0110-072-25, 0110-081-06, 0110-081-07, 1008-551-01, 1008-551-07, 1008-551-11, 1008-551-12, 1008-551-13, 1008-561-06, 1010-491-02, 1010-491-03, 1010-491-16, 1048-344-03, 1048-353-04, 1048-353-05, 1048-353-09, 1048-353-13, 1048-353-14, 1048-576-01, 1048-576-02, 1048-604-13, 1048-604-14, AND 1048-604-15.

ORDINANCE NO. 3263 (FIRST READING) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PZC-23-003, A ZONE CHANGE REQUEST TO AMEND THE OFFICIAL ZONING MAP: [1] REZONING 3.8 ACRES OF LAND FROM HDR-45 (HIGH-DENSITY RESIDENTIAL) TO MU-1 (DOWNTOWN MIXED USE), [2] REZONING OF 9.8 ACRES OF LAND FROM BP (BUSINESS PARK) TO MU-6 (EAST HOLT MIXED USE), AND [3] REZONING 5.75 ACRES OF LAND FROM OL (LOW- INTENSITY OFFICE) TO MU-1 (DOWNTOWN MIXED USE), AND MAKING FINDINGS IN SUPPORT THEREOF - APNS: 0110-072-25, 0110-081-06, 0110-081-07, 1048-344-03, 1048-353-04, 1048-353-05, 1048-353-09, 1048-353-13, 1048-353-14, 1048-541-15, 1048-576-01, AND 1048-576-02.

Notice of public hearing was duly given and affidavits of compliance are on file in the Records Management Department. There were seven written communications in opposition from Peter Bloomfield, Irene Rodriquez, Judy Rodriguez Jauregui, Cathy Gonzales, Lory Masonis, Richard Rodriguez, and Barbara Dancy.

Mayor Leon opened the public hearing and inquired if anyone was interested in speaking to the item.

Peter Bloomflew, spoke in support.
Joe Cipolla, asked questions.
Richard Rodriguez, spoke in opposition.
Robin Sonyers, spoke in opposition.
Karen Imhof, spoke in opposition.

Hearing no one else, Mayor Leon closed the public hearing. Executive Director of Community Development, Scott Murphy gave a presentation to address questions and the item was opened for Council discussion.

MOTION: Moved by Council Member Wapner seconded by Council Member Bowman and carried by a unanimous vote 5-0, to adopt Resolution Nos. 2023-153 and 2023-154, and introduce Ordinance No. 3263.

23. A PUBLIC HEARING TO CONSIDER AN AMENDMENT TO THE SUBAREA 29 SPECIFIC PLAN (FILE NO. PSPA21-005)

The City Council considered and adopted:

A. A Resolution adopting the Subsequent Environmental Impact Report (SEIR) (State Clearinghouse No. 2004011009) for the Subarea 29 Specific Plan Amendment, including the adoption of a Mitigation Monitoring and Reporting Program and a Statement of Overriding Considerations; and
B. A Resolution approving File No. PSPA21-005, an Amendment to the Subarea 29 Specific Plan (File No. PSPA21-005), to include: [1] the annexation of 113.2 gross acres of land, located on the southwest corner of Haven Avenue and Eucalyptus Avenue and establish Planning Area 32 (Mixed Residential (5-25 du/ac), Planning Area 33 (Mixed Residential (5-25 du/ac), and Planning Area 34 (School); [2] change the land use designation for Planning Area 30 from Conventional Large Lot (3-6 du/ac) to Mixed Residential (5-25 du/ac) and Planning Area 31 from Conventional Medium Lot (4-6 du/ac) to Mixed Residential (5-25 du/ac); [3] establish development standards for 7 new residential product types; and [4] various changes to the Specific Plan land use map, land use table, development standards, exhibits, and text modification to reflect the proposed annexation and land use changes.

RESOLUTION NO. 2023-155 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADOPTING ENVIRONMENTAL FINDINGS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND CERTIFYING THE SUBAREA 29 SPECIFIC PLAN AMENDMENT (FILE NO. PSPA21-005) FINAL SUBSEQUENT ENVIRONMENTAL IMPACT REPORT (STATE CLEARINGHOUSE NO. 2004011009), AND ADOPTING FINDINGS OF OVERRIDING CONSIDERATIONS AND A MITIGATION MONITORING AND REPORTING PROGRAM, AND APPROVING THE PROJECT. THE SUBAREA 29 SPECIFIC PLAN IS BOUNDED BY EUCALYPTUS AVENUE TO THE NORTH, THE CUCAMONGA CREEK CHANNEL TO THE WEST, THE COUNTY LINE CHANNEL AND BELLEGRAVE AVENUE TO THE SOUTH, AND MILL CREEK AVENUE TO THE EAST, AND MAKING FINDINGS IN SUPPORT THEREOF—APNS: 0218-331-12, 0218-331-14, 0218-331-18, 0218-331-30, 0218-331-31, AND 0218-331-52.

RESOLUTION NO. 2023-156 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PSPA21-005, AN AMENDMENT TO THE SUBAREA 29 SPECIFIC PLAN TO BRING THE SPECIFIC PLAN INTO COMPLIANCE WITH THE ONTARIO PLAN POLICY PLAN (GENERAL PLAN) LAND USE PLAN THAT INCLUDE: [1] THE ANNEXATION OF 113.2 GROSS ACRES OF LAND, LOCATED ON THE SOUTHWEST CORNER OF HAVEN AVENUE AND EUCALYPTUS AVENUE AND ESTABLISH PLANNING AREA 32 (MIXED RESIDENTIAL (5-25 DU/AC), PLANNING AREA 33 (MIXED RESIDENTIAL (5-25 DU/AC), AND PLANNING AREA 34 (SCHOOL), [2] CHANGE THE LAND USE DESIGNATION FOR PLANNING AREA 30 FROM CONVENTIONAL LARGE LOT (3-6 DU/AC) TO MIXED RESIDENTIAL (5-25 DU/AC) AND PLANNING AREA 31 FROM CONVENTIONAL MEDIUM LOT (4-6 DU/AC) TO MIXED RESIDENTIAL (5-25 DU/AC) TO BRING THE SPECIFIC PLAN INTO COMPLIANCE WITH THE ONTARIO PLAN POLICY PLAN (GENERAL PLAN) LAND USE PLAN, [3] ESTABLISH DEVELOPMENT STANDARDS FOR 7 NEW PRODUCT TYPES WITHIN THE RESIDENTIAL LAND USE DESIGNATIONS, AND [4] VARIOUS CHANGES TO THE SPECIFIC PLAN LAND USE MAP, LAND USE TABLE, DEVELOPMENT STANDARDS, EXHIBITS, AND TEXT MODIFICATION TO REFLECT THE PROPOSED ANNEXATION AND LAND USE CHANGES. THE SUBAREA 29 SPECIFIC PLAN IS BOUNDED BY EUCALYPTUS AVENUE TO THE NORTH, THE CUCAMONGA CREEK CHANNEL TO THE WEST, THE COUNTY LINE CHANNEL AND BELLEGRAVE AVENUE TO THE SOUTH, AND MILL CREEK AVENUE TO THE EAST, AND MAKING FINDINGS IN SUPPORT THEREOF

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

Mayor Leon opened the public hearing and inquired if anyone was interested in speaking to the item.

Sage McCleve, spoke in support.

Hearing no one else, Mayor Leon closed the public hearing and opened the item for Council discussion.

MOTION: Moved by Council Member Wapner seconded by Council Member Bowman and carried by a unanimous vote 5-0, to adopt Resolution Nos. 2023-155 and 2023-156.

24. A PUBLIC HEARING TO CONSIDER AN AMENDMENT TO SECTION 5.03.363, "SHORT TERM RENTALS," OF DIVISION 5.03 OF CHAPTER 5 OF THE ONTARIO DEVELOPMENT CODE, UPDATING REGULATIONS FOR THE SHORT-TERM RENTAL OF PROPERTY IN THE CITY

The City Council introduced and waived the first reading of an Ordinance amending subsections C, D, E, F, I, J and K of Section 5.03.363 of the Ontario Development Code, relating to regulations of short-term rentals.

ORDINANCE NO. 3264 (FIRST READING) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AMENDING SECTION 5.03.363, "SHORT TERM RENTALS," OF DIVISION 5.03 OF CHAPTER 5 OF THE ONTARIO DEVELOPMENT CODE, UPDATING REGULATIONS FOR THE SHORT-TERM RENTAL OF PROPERTY IN THE CITY.

RESOLUTION NO. 2023-157 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ESTABLISHING A SHORT-TERM RENTAL PERMIT APPLICATION FEE UNDER ONTARIO DEVELOPMENT CODE SECTION 5.03.363(C).

Notice of public hearing was duly given and affidavits of compliance are on file in the Records Management Department. There was one written communication in support from Lory Masonis.

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

MOTION: Moved by Council Member Wapner seconded by Council Member Bowman and carried by a unanimous vote 5-0, to introduce Ordinance No. 3264 and adopt Resolution No. 2023-157.

STAFF MATTERS

City Manager Ochoa made no announcements.

COUNCIL MATTERS

Council Member Valencia wished everyone happy Thanksgiving.

Council Member Bowman wished everyone happy Thanksgiving.

Council Member Wapner wished everyone happy Thanksgiving.

Mayor pro Tem Dorst-Porada wished everyone happy Thanksgiving.

Mayor Leon announced the Tree Lighting and Holiday Parade on December 2, 2023.

ADJOURNMENT

Mayor Leon adjourned the meetings of the Joint Agencies at 7:22 p.m. and announced the next regular meeting was scheduled for December 5, 2023.

Respectfully submitted,

_____
SHEILA MAUTZ, CITY CLERK/SECRETARY

APPROVED:

_____
PAUL S. LEON, MAYOR/CHAIRMAN

CITY OF ONTARIO *Agenda Report* **December 19, 2023**	**SECTION:** **CONSENT CALENDAR**
Department: Engineering Prepared By: Diego Tapia Staff Member Presenting: Scott Murphy, Executive Director Community Development Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 3

SUBJECT: A CONSTRUCTION CONTRACT WITH SERVITEK ELECTRIC, INC. FOR THE FISCAL YEAR 2023-24 CDBG STREET LIGHT INSTALLATION PROJECT

RECOMMENDATION: That the City Council award a Construction Contract with Servitek Electric, Inc., of Walnut, California, for the Fiscal Year 2023-2024 CDBG Street Light Installation Project (Project) of $268,000 plus a ten percent (10%) contingency of $26,800, for a total not to exceed amount of $294,800; and authorize the City Manager, or his designee, to execute said contract and all related documents, and file a notice of completion at the conclusion of all construction activities.

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

FISCAL IMPACT: The Fiscal Year 2023-24 Adopted Budget includes appropriations for the construction of the Project in the amount of $200,000 from Community Development Block Grant (CDBG) funds. The total recommended expenditure authorization for Servitek Electric, Inc., consists of $268,000 plus a ten percent (10%) contingency of $26,800, for a total of $294,800. The additional $94,800 will be funded from the Road Maintenance and Rehabilitation Account (RMRA-SB1) fund balance. Upon approval, the additional appropriations from RMRA-SB1 will be included in the next available quarterly budget report to City Council.

BACKGROUND & ANALYSIS: The general scope of work to be performed consists of, but is not limited to, the installation of new street light poles, foundations, LED light fixtures, pull boxes, and other appurtenances necessary to complete the improvements. The project is located on Nocta Street, from Allyn Avenue to Grove Avenue. This project will improve the illumination of the roadway and intersection lighting on Nocta Avenue. Project location maps are provided for reference as Exhibit "A".

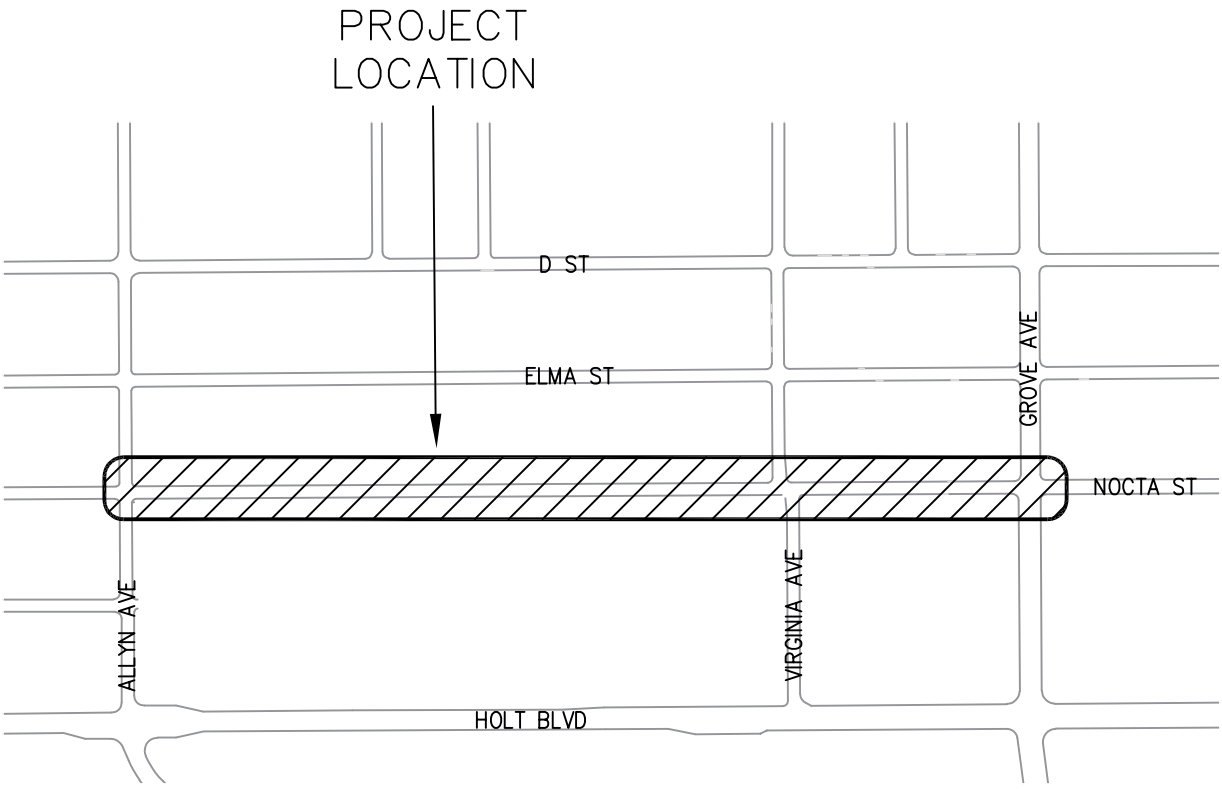
In November 2023, the City solicited bids for the project and four bids were received. The following is a summary of the bid results:

COMPANY	LOCATION	AMOUNT
Servitek Electric, Inc.	Walnut, CA	$268,000
E.E Electric, Inc.	Jurupa Valley, CA	$288,434
Elecnor Belco Electric, Inc.	Chino, CA	$351,888
MC Electric	Chino, CA	$442,000

Servitek Electric, Inc. submitted the lowest responsive bid and staff recommends that the City Council award a construction contract to Servitek Electric Inc.

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

EXHIBIT "A"
FY 23/24 CDBG STREET LIGHT INSTALLATION PROJECT CONTRACT No. TR2402
NOCTA STREET FROM ALLYN AVENUE TO GROVE AVENUE



N.T.S.

PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

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

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

SECTION 00500
CONTRACT

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

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

FY 23/24 CDBG LED STREET LIGHT INSTALLATION PROJECT

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

ARTICLE 2. TIME FOR COMPLETION. Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within [**60**] working days from the commencement date stated in the Notice to Proceed, herein after the Contract Time. By its signature hereunder, Contractor agrees the Contract Time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE. The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of Two Hundred Sixty-Eight Thousand Dollars ($268,000), hereinafter the Contract Price. Payment shall be made as set forth in the General Conditions.

ARTICLE 4. LIQUIDATED DAMAGES. The Contractor acknowledges that the City will sustain actual damages for each and every day completion of the Project is delayed beyond the Contract Time. Because of the nature of the Project, it would be impracticable or extremely difficult to determine the City's actual damages. Accordingly, as provided in Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of TWO THOUSAND NINE HUNDRED

($2,900.00) for each and every calendar day of delay in completing the Work beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event the Liquidated Damages are not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not affect the City's rights to other damages or remedies specified in the Contract Documents or allowed by law.

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

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

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

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

- Notice Inviting Bids
- Instructions to Bidders
- Bid Form
- Contractor's Certificate Regarding Workers' Compensation form
- Bid Bond
- List of Subcontractors form
- Contractor Information and Experience Form
- Non-Collusion Declaration form
- Public Works Contractor Registration Certification form
- Iran Contracting Act Certification form
- Contract
- Performance Bond
- Payment Bond
- Environmental documents and approvals (If Applicable)
- General Conditions
- Special Conditions
- Standard Specifications for Public Works Construction (Greenbook), 2021 Edition, except Sections 1-9
- Technical Specifications
- Addenda (If Applicable)
- Plans and Drawings dated July 2023

- Approved and fully executed Change Orders
- Applicable Local Agency Standards and Specifications, as last revised
- Federal Requirements (CDBG Forms/Wage Determination Dated 10/6/2023)
- Any other documents contained in or incorporated into the Contract

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

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

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

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

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

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

CITY OF ONTARIO

By: _____
Scott Ochoa
City Manager

By: _____
Its: _____

Printed Name: _____

ATTEST:

By: _____
Sheila Mautz, City Clerk

By: _____
Its: _____

Printed Name: _____

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

_____
Contractor's License Number and Classification

_____
DIR Registration Number

END OF CONTRACT

CITY OF ONTARIO *Agenda Report* **December 19, 2023**	**SECTION:** **CONSENT CALENDAR**
Department: Engineering Prepared By: Angela Truong Staff Member Presenting: Scott Murphy, Executive Director Community Development Reviewed By: Raymond Lee, Khoi Do Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 4

SUBJECT: **A RESOLUTION APPROVING AN IMPROVEMENT AGREEMENT AND IMPROVEMENT SECURITY FOR PROJECT NO. PDEV21-037 LOCATED AT 1516 SOUTH BON VIEW AVENUE**

RECOMMENDATION: That the City Council adopt a Resolution approving an Improvement Agreement and Improvement Security for Project No. PDEV21-037, located at 1516 South Bon View Avenue.

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

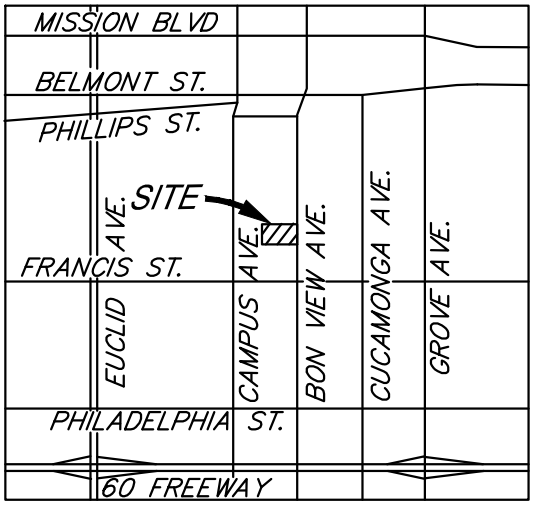
FISCAL IMPACT: There is not a direct fiscal impact associated with this action. All public infrastructure improvements required for this project will be constructed by the Developer at its sole cost.

BACKGROUND & ANALYSIS: Development Plan No. PDEV21-037, consisting of one 167,400-square foot industrial building constructed on 7 acres of land, as shown on Exhibit A, has been submitted by the Developer, SCG/DP Bon View, LLC. This project was approved by the Development Advisory Board on September 19, 2022.

Improvements will include streets, sidewalks, parkway landscaping with irrigation, water main and service, sewer lateral, streetlights, fire hydrant, traffic signal, and signing and striping. All landscape improvements will be consistent with current City approved drought measures.

The Developer has entered into an Improvement Agreement with the City for this project and has posted adequate security to ensure construction of the required improvements. This project meets all conditions of the Ontario Municipal Code and has been reviewed and approved by the City Engineer.

EXHIBIT A



VICINITY MAP
NOT TO SCALE



N

SCALE: 1"=100'

SDH AND ASSOCIATES INC.
27363 VIA INDUSTRIA
TEMECULA, CA 92590
TEL: (951) 683-3691

PDEV21-037
CITY OF ONTARIO, CALIFORNIA
NOVEMBER 2023

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING AN IMPROVEMENT AGREEMENT AND IMPROVEMENT SECURITY FOR DEVELOPMENT PLAN NO. PDEV21-037 LOCATED AT 1516 SOUTH BON VIEW AVENUE.

WHEREAS, Development Plan No. PDEV21-037 submitted for approval by SCG/DP Bon View, LLC, was approved by the Development Advisory Board of the City of Ontario on September 19, 2022; and

WHEREAS, Development Plan No. PDEV21-037, a 167,400-square foot industrial building on 7 acres of land being Parcel "A" as described in Lot Line Adjustment No. LLA22-021 recorded April 20, 2023 in the Office of County Recorder of San Bernardino County; and

WHEREAS, to meet the requirements established as prerequisite to final approval of Project No. PDEV21-037, SCG/DP Bon View, LLC, has offered the Improvement Agreement together with good and sufficient improvement security, in conformance with the City Attorney's approved format, for approval and execution by the City; and

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

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

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

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

PASSED, APPROVED, AND ADOPTED this 19th day of December 2023.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST, BEST & KREIGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2023- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held December 19, 2023, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2023- duly passed and adopted by the Ontario City Council at their regular meeting held December 19, 2023.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

`RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

City of Ontario
303 E. B St.
Ontario, CA 91764
Attn: City Engineer

(Exempt from Filing Fees – Government Code § 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

AGREEMENT FOR COMPLETION OF PUBLIC IMPROVEMENTS BETWEEN THE CITY OF ONTARIO AND SCG/DP Bon View, LLC

1. PARTIES AND DATE.

This Agreement for Completion of Public Improvements ("Agreement") is entered into as of this ___ day of ___, 2023 by and between the **City of Ontario**, a municipal corporation (hereinafter referred to as "City") and SCG/DP Bon View, LLC with its principal office located at 100 Wilshire Boulevard, Suite 250, Santa Monica, CA 90401 (hereinafter referred to as "Developer"). City and Developer are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

2. RECITALS.

2.1 Developer's owns real property located within City, a legal description of which is attached hereto as Exhibit "A" ("Property"), was approved in accordance with the Ontario Development Code on September 19th, 2022, to allow the construction of an approximately 167,000 square footage industrial building. ("Project")

2.2 Developer is the owner of Property, and Developer proposes to do and perform certain work of improvement thereon as set forth in this Agreement.

2.3 Developer has not completed all of the work or made all of the public improvements required by Chapter 2 of Title 9 of the City of Ontario Municipal Code, or such other ordinances, resolutions or policies of the City requiring construction of improvements in conjunction with City entitlements (hereinafter collectively referred to as "City Ordinances") or

by conditions to the approval of PDEV21-037 ("Project Entitlements") in accordance with the City Ordinances.

2.4 Developer and City desire to enter into this Agreement for the timely construction and completion of the public improvements and the furnishing of security acceptable to the City Engineer and City Attorney.

3. TERMS.

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

3.2 Public Improvements. Developer shall construct or have constructed at its own cost, expense, and liability all roads, curbing, pavement and other improvements required by the City as part of the approval of Project Entitlements, including, but not limited to, the following: asphalt pavement, sidewalk, landscape parkway, water main and service, sewer lateral, fire hydrant, and street light (hereinafter referred to as the "Public Improvements"). The Public Improvements are more specifically described in Exhibit "B" attached hereto and incorporated herein by this reference. Construction of the Public Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. Developer shall be responsible for the replacement, relocation, or removal of any component of any utility system or public improvement in conflict with the construction or installation of the Public Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of the City Engineer and the owner of such utility system or public improvement. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary or as required by the City to fully and adequately complete the Public Improvements.

3.3 Partially Completed Public Improvements. Where construction of any Public Improvements has been partially completed prior to this Agreement, Developer agrees to complete such Public Improvements or assure their completion in accordance with this Agreement.

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

3.5 Quality of Work. The Public Improvements shall be constructed and installed pursuant to City review and approval. The construction plans and specifications for the Public

Improvements shall be prepared in accordance with all applicable federal, state and local laws, ordinances, regulations and other requirements. In addition, the Public Improvements shall be completed in accordance with all approved maps, plans, specifications, standard drawings and special amendments thereto on file with City, as well as all applicable federal, state and local laws, ordinances, regulations and other requirements. It is understood and agreed that all work and improvements done pursuant to this Agreement shall conform to the standards applicable at the time work is actually commenced.

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

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

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

Developer shall, at all times, enforce strict discipline and good order among its employees and those of its subcontractors and shall not employ any unfit person or anyone not skilled in the assigned task. If any person employed by, the Developer, a contractor or subcontractor fails or refuses to carry out the directions of the City or appears to the City, in its sole and absolute discretion, to be incompetent or to act in a disorderly or improper manner, such person shall be removed from the project immediately upon request by the City, and such person shall not again be employed on the work. Such removal shall not be the basis for any claim of compensation or damages against the City.

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

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

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

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

3.10 Construction Schedule. Unless extended pursuant to this Section 3.10, Developer shall fully and adequately complete or have completed the Public Improvements within twelve (12) months following approval of the Project Entitlements. At least fifteen (15) days prior to the commencement of such work, Developer shall notify the City Engineer in writing of the date fixed by Developer for commencement of the work.

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

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

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

3.12 Encroachment Permit. Developer shall obtain any necessary encroachment permits from the office of the City Engineer prior to start of any work within the public rights-of-way, and the Developer shall conduct such work in full compliance with the regulations and other requirements contained therein. The Developer shall be responsible for the removal of all loose rock and other debris from the public rights-of-way resulting from work done on adjacent property or within said rights-of-way. Work done within existing public rights-of-way shall be diligently pursued to completion with minimal obstruction or inconvenience to the public and pursuant to the terms of the encroachment permit and any applicable federal, state or local laws, rules or regulations. The City shall have the right to complete any and all work in the event of unjustified delay in completion, and to recover all costs and expenses incurred from the Developer or its surety by any lawful means. Non-compliance with the terms of the encroachment permit or any applicable federal, state or local laws, rules or regulations may result in the City's cessation of the work and assessment of any applicable penalties or other remedies. Prior to, and as a condition precedent to, the issuance of any required encroachment permit(s), Developer shall provide to the City evidence satisfactory to the City of: (1) the certificate(s), endorsement(s), or policy(ies) of insurance as required by this Agreement; and (2) any and all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work.

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

3.13.1 Acceptance of Improvements; As-Built or Record Drawings. If the Public Improvements are properly completed by Developer and approved by City, and if they comply with all applicable federal, state and local laws, ordinances, regulations and other requirements, City shall be authorized to accept the Public Improvements. Notwithstanding the foregoing, the City may not accept any Public Improvements unless and until the Developer provides reproducible "As-Built" or record drawings or plans to the City Engineer for all such Public Improvements.

3.13.2 Demand to Perform; City Remedies. Upon default of any obligation hereunder, and at any time after any such default, City may make written demand upon Developer or its surety, or both, to immediately remedy the default or complete the Public Improvements. If the required work is not substantially commenced within ten (10) days of such demand, or if it is not thereafter diligently prosecuted to a completion acceptable to City within the time frame contained in the demand, City may then complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required. All such work or remedial activity shall be at the sole and absolute expense and obligation of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any of the required Public Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and improvements, City may require all work by Developer or its surety to cease in order to permit adequate coordination by City. Notwithstanding the foregoing, if the conditions precedent for reversion to acreage can be met

and if the interests of the City will not be prejudiced thereby, the City may also process a reversion to acreage and thereafter recover from the Developer's surety the full cost and expense incurred.

3.13.3 Default; Notice of Violation; Stop Work Order. If City determines that there is a violation of applicable federal, state or local laws, ordinances, regulations or other requirements, or the terms and conditions of this Agreement, the City and/or City Engineer may issue a Notice of Violation and Demand for Compliance and/or a Stop Work Order. The City may declare the Developer to be in default or violation of this Subdivision Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation. Developer shall comply with the Notice of Violation and/or Stop Work Order and shall substantially commence the work required to remedy the default or violation with the time specified in the Notice of Violation. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City and/or City Engineer may provide the Notice of Violation verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof.

3.13.4 Failure to Remedy Violation; City Action. If the work required to remedy the notices of default or violation is not diligently prosecuted to a completion acceptable to City within the time frame contained in the Notice of Violation, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity at its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any, or none of the required or agreed upon Public Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City. Notwithstanding the foregoing, if conditions precedent for reversion to acreage can be met and if the interests of City will not be prejudiced thereby, City may also process a reversion to acreage and thereafter recover from Developer or its surety the full cost and expense incurred.

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

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

3.14 Indemnification. Developer shall defend (with Counsel acceptable to City), indemnify and hold harmless City, its elected officials, officers, employees ,agents and volunteers from any and all actual or alleged claims, demands, causes of action, liability, loss,

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

3.15 Security.

3.15.1 Prior to execution of this Agreement, Developer shall provide City with sufficient security in the amounts and under the terms set forth below ("Security"). Nothing in this Section is intended to prevent City, in its sole discretion, from requiring Developer to submit, or prevent Developer from submitting, security in a form other than bonds that may be allowed under California Government Code Section 66499, et seq. and the City's Municipal Code, and acceptable to City. The amount of the Security shall be based on the City Engineer's approximation of the actual cost to construct the Public Improvements, including the replacement cost for all public landscaping ("Estimated Costs"). If City determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer shall adjust the Security in the amount requested by City. Developer's compliance with this Section shall in no way limit or modify Developer's indemnification obligation under this Agreement. Security shall be on forms approved by the City for the purposes and amounts as follows:

3.15.2 To guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in this Agreement, and to secure Developer's one-year guarantee and warranty of the Public Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Developer shall provide City security in the amount of **TWO MILLION TWO HUNDRED ELEVEN THOUSAND TWO HUNDRED TWENTY AND 64/100THS DOLLARS ($2,211,220.64),** which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The City may, in its sole and absolute discretion, partially release a portion or portions of the security provided under this section as the Public Improvements are accepted by City, as provided herein, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Project, and the total remaining security is not less than twenty-five percent (25%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period (as defined above), or any extension thereof as provided in this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Project.

3.15.3 To provide in the amount of ten percent (10%) of the Estimated Costs of the Work to guarantee and warrant the Work, for a period of one year following its completion and acceptance, against any defective work or labor done, or defective materials furnished, as required by California Government Code Section 66499.3(d). Any unused portion of the guarantee and warranty security shall be released one year after acceptance of the required improvements by the City Council.

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

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

3.16 Insurance.

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

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

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

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

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

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

(a) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Developer; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Developer shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

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

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

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

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

against City, and shall require similar written express waivers and insurance clauses from each of its contractors.

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

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

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

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

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

3.16.11 Additional Insurance Provisions

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

(b) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is

canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Developer.

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

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

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

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

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

3.18 Signs and Advertising. Developer understands and agrees to City's ordinances, regulations and requirements governing signs and advertising structures. Developer hereby agrees with and consents to the removal by City of all signs or other advertising structures erected, placed, or situated in violation of any City ordinance, regulation or other requirement. Removal shall be at the expense of Developer. Developer shall indemnify and hold City free and harmless from any claim or demand arising out of or incident to signs, advertising structures, or their removal.

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

3.20 General Provisions.

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

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

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

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

CITY	**DEVELOPER**
City of Ontario Engineering Department 303 East "B" Street Ontario, CA 91764	SCG/DP Bon View, LLC 100 Wilshire Boulevard, Suite 250 Santa Monica, CA 90401

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

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

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

3.20.8 Waiver. The City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations of this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional. Developer agrees to waive, as a defense, counterclaim or

set off, any and all defects, irregularities or deficiencies in the authorization, execution or performance of the Public Improvements or this Agreement, as well as the laws, rules, regulations, ordinances or resolutions of City with regards to the authorization, execution or performance of the Public Improvements or this Agreement.

3.20.9 Definition. For purposes of enforcing this Agreement, the term "City" shall include, but shall not be limited to, City Council, City Manager, City Attorney, City Engineer, or any of their authorized representatives. City shall have the sole and absolute discretion to determine which public body, public official or public employee may act on behalf of City for any particular purpose.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

CITY OF ONTARIO

By:_____
Scott Ochoa, City Manager

DEVELOPER: SCG/DP Bon View, LLC

By:_____
Signature

Name: Brett Dedeaux

Title: Authorized Signatory

Attest

_____

By:_____
Sheila Mautz, City Clerk

Approved as to Form:

By:_____
Best Best & Krieger, City Attorney

By:_____
_____

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

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

On November 15, 2023, before me, **Jessica M. Pisula, a Notary Public**,

personally appeared **Brett Dedeaux**,

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

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

JESSICA M. PISULA
Notary Public - California
Los Angeles County
Commission # 2367197
My Comm. Expires Jul 22, 2025

WITNESS my hand and official seal.

Signature of Notary Public

Principal must indicate below in what capacity he/she is signing. If other than in an individual capacity, the Principal must provide evidence satisfactory to demonstrate that he/she serves in such capacity and that he/she is authorized to execute this instrument.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

Title(s)

☐ Partner(s) ☐ Limited ☐ General

☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number Of Pages

Date Of Document

Signer(s) Other Than Named Above

Exhibit "A"

Legal Description

Parcel "A"

Parcel 1 of Parcel Map No. 2972 filed in Book 29, Pages 79 through 80 of Parcel Maps, Records of San Bernardino County, California.

Parcel "B"

That portion of Lot 10 in Block "E" of Blackburn's Addition to Ontario as shown by Map filed in Book 12, Page 55 of Maps, Records of San Bernardino County, California, described as follows;

Beginning at the southeast corner of Lot 10 in Block "E" on the west boundary of Bon View Avenue;

Thence West 630 feet;

Thence North 198 feet;

Thence East 630 feet;

Thence South 198 feet to the Point of Beginning.

EXCEPTING THEREFROM the Easterly 14.00 feet of said Lot 10, as conveyed to the City of Ontario for street and municipal purposes, by deed recorded November 21, 1969 in Book 7341, Page 959, Official Records of San Bernardino County, California.

Parcel "C"

That portion of the South one-half of Lot 10 in Block "E" of Blackburn's Addition to Ontario as shown by Map filed in Book 12, Page 55 of Maps, Records of San Bernardino County, California, described as follows;

Beginning at the northeast corner of the south one-half of said Lot 10 in Block "E" on the west boundary of Bon View Avenue;

Thence West 630 feet;

Thence South 132 feet;

Thence East 630 feet;

Thence North 132 feet to the Point of Beginning.

Street Address: 1516 S. Bon View Avenue

Parcel "A"

Parcel 1 of Parcel Map No. 2972 filed in Book 29, Pages 79 through 80 of Parcel Maps, **TOGETHER** with the south one-half of Lot 10 in Block "E" of Blackburn's Addition to Ontario as shown by Map filed in Book 12, Page 55 of Maps, both Records of San Bernardino County, California;

EXCEPTING THEREFROM the Easterly 14.00 feet of said Lot 10, as conveyed to the City of Ontario for street and municipal purposes, by deed recorded November 21, 1969 in Book 7341, Page 959, Official Records of San Bernardino County, California;

SUBJECT TO a Street and Highway easement in favor of the City of Ontario, by easement recorded August 11, 1980, as Instrument No. 80-178137, Official Records of San Bernardino County, California.

The above described parcel of land contains 7.00 acres net and 7.50 acres gross, more or less.

See plat attached hereto as Exhibit "B" and made a part hereof.

Subject to covenants, conditions, restrictions, reservations, easements, rights and rights-of-way of record, if any.

Exhibit "B"
List of Public Improvements

CITY OF ONTARIO
CONSTRUCTION AND BOND ESTIMATE
IMPROVEMENT AGREEMENT FOR [PROJECT]

[ENGINEERING ESTIMATE ATTACHED]

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Project Cost Estimate

Date 9/28/2023
Project Number PDEV21-037
Location 1516. S. Bon View Ave.
Computed By Joshua Barrett
Contact Phone No. (951) 683-3691

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

Signature of Registered Civil Engineer

RCE No. 85665 Exp. Date: 9/30/24

ACCEPTED
10/16/2023
CITY OF ONTARIO
ENGINEERING DEPARTMENT
for bonding purposes only

REGISTERED PROFESSIONAL ENGINEER
JOSHUA CHASE BARRETT
No. 85665
Exp. 9-30-24
CIVIL
STATE OF CALIFORNIA

Civil Engineer Stamp

Approved By: Josh Barrett
Date: 9/28/2023

CITY OF ONTARIO

ENGINEERING DEPARTMENT

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

Date 9/28/2023
Project Number PDEV21-037
Location 1516. S. Bon View Ave.
Computed By Joshua Barrett
Contact Phone No. (951) 683-3691

A.	STREET	Sub-Total	**$70,897.94**
B.	WATER	Sub-Total	**$1,932,920.60**
C.	RECYCLED WATER	Sub-Total	
D.	SEWER	Sub-Total	**$6,382.05**
E.	STORM DRAIN	Sub-Total	
F.	FIBER OPTIC	Sub-Total	
	TOTAL ESTIMATED CONSTRUCTION COST		**$2,010,200.58**

Construction Inspection Fee **$85,232.50**
(Exc. Landscape & Utility Poles Sections)

Refundable Cash Deposit
(Collect only if security not posted with Final Map)
= **$2,010,200.58**

$500.00 Min

PERMIT FEE **$94.00**

TRAFFIC CONTROL PERMIT FEE **$103.00**

ENCROACHMENT PERMIT FEE TOTAL **$2,095,630.09**

CITY OF ONTARIO

ENGINEERING DEPARTMENT

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

For Plan Check Fee Calculation

Date 9/28/2023
Project Number PDEV21-037
Location 1516. S. Bon View Ave.
Computed By Joshua Barrett
Contact Phone No. (951) 683-3691

A.	STREET (Exc. Utility Poles Section)	Sub-Total	**$70,897.94**
B.	WATER	Sub-Total	**$1,932,920.60**
C.	RECYCLED WATER	Sub-Total	
D.	SEWER	Sub-Total	**$6,382.05**
E.	STORM DRAIN	Sub-Total	
F.	FIBER OPTIC	Sub-Total	
G.	LANDSCAPING (Inc. Neighborhood Edge and Median)	Sub-Total	

TOTAL ESTIMATED CONSTRUCTION COST **$2,010,200.58**
(A+B+C+D+E+F+G)

Plan Check Fee **$72,769.26**

For Office Use Only

TOTAL ESTIMATED CONSTRUCTION COST **$2,010,200.58**
(A+B+C+D+E)

Plan Check Fee **$72,769.26**

CITY OF ONTARIO

ENGINEERING DEPARTMENT

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

For Security (i.e. Bond) Amount

(For Subdivision Maps Only)

Date 9/28/2023
Project Number PDEV21-037
Location 1516. S. Bon View Ave.
Computed By Joshua Barrett
Contact Phone No. (951) 683-3691

A.	STREET	Sub-Total	**$70,897.94**
B.	WATER	Sub-Total	**$1,932,920.60**
C.	RECYCLED WATER	Sub-Total	
D.	SEWER	Sub-Total	**$6,382.05**
E.	STORM DRAIN	Sub-Total	

CONTINGENCY FOR UNSIGNED PLANS (10%)	**$201,020.06**
TOTAL SECURITY (i.e. BOND) ESTIMATE AMOUNT	**$2,211,220.64**

SECURITY (BOND) AMOUNTS

Performance Bond (100% of estimated cost)	$2,211,220.64
Labor and Material Bond (100% of estimated cost)	$2,211,220.64
Maintenance Bond* (10% of Performance Bond)	$221,122.06
Monumentation Cash Deposit**	$1,000.00

(No. of Monmuments to set:)

* To be provided prior to release of Performance Bond

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

ENGINEERING DEPARTMENT

Date 9/28/2023
Project Number PDEV21-037

		Total Length in feet to be constructed
A.	WATER MAIN	1678
B.	SEWER MAIN	
C.	STORM DRAIN MAIN	
D.	RECYCLED WATER	
E.	FIBER OPTIC	

* To be provided to the Fiscal Services Department

ENGINEERING DEPARTMENT

Construction Cost Estimate Form
Street Improvements

Date 9/28/2023
Project Number PDEV21-037
Location 1516. S. Bon View Ave.
Computed By Joshua Barrett
Contact Phone No. (951) 683-3691

CONSTRUCTION ITEM DESCRIPTION	QTY	UNIT	COST/UNIT	Total Cost per Item
PAVING ***A.C. PAVEMENT ($0.39/IN/S.F. A.C. & $0.19/IN/S.F. CAB)**				
A.C. UP TO 6" THICKNESS	361	S.F.	$2.34	$844.74
CRUSHED AGREGGATE BASE UP TO 8" THICKNESS	361	S.F.	$1.52	$548.72
A.C. PAVEMENT		Ton	$65.00	
A.C. BERM		L.F.	$13.00	
2" GRIND UP TO 5' IN WIDTH	181	L.F.	$2.00	$362.00
SAWCUT	181	L.F.	$3.50	$633.50
IMPORT FILL (INCLUDING COMPACTION)		C.Y.	$25.00	
PREPARATION OF SUBGRADE		S.F.	$0.50	
A.C. PAVEMENT REMOVAL	490	S.F.	$3.50	$1,715.00
SLURRY SEAL (RPM TYPE II)		S.F.	$0.17	
TRENCH BACKFILL AND COMPACTION		S.F.	$3.50	
2" GRIND	685	S.F.	$0.40	$274.00
CONCRETE				
CURB & GUTTER	432	L.F.	$15.00	$6,480.00
P.C.C. CURB ONLY		L.F.	$12.00	
CROSS GUTTER/SPANDREL		S.F.	$7.00	
SIDEWALK	2005	S.F.	$4.75	$9,523.75
WHEELCHAIR RAMP		EA.	$2,200.00	
TRAFFIC ISLAND		S.F.	$9.50	
CONCRETE PAVEMENT (PCC - REINFORCED, UP TO 10" THICKNESS)		S.F.	$7.80	
			10% Contingency	$2,038.17
			Street Improvements Sub-Total	$22,419.88

Construction Cost Estimate Form
Street Improvements

DRIVE APPROACHES				
RESIDENTIAL		S.F.	$6.50	
COMMERCIAL	1802	S.F.	$8.50	$15,317.00
REMOVAL				
REMOVAL OF CONCRETE	2600	S.F.	$3.50	$9,100.00
REMOVAL OF BERM, A.C. OR P.C.C.	124	L.F.	$6.50	$806.00
ADJUSTMENT TO GRADE				
MANHOLE		EA.	$600.00	
WATER VALVE		EA.	$325.00	
CLEANOUT		EA.	$265.00	
DRAINAGE				
PARKWAY DRAIN	2	EA.	$1,800.00	$3,600.00
SIGNS				
REFLECTOR SIGN AND POST	2	EA.	$175.00	$350.00
STREET NAME SIGN		EA.	$475.00	
TRAFFIC SIGN AND POST		EA.	$300.00	
LIGHTING				
STREET LIGHT - 70, 100 WATT (INCLUDING CONDUIT & PULL BOXES)		EA.	$6,200.00	
- 150, 250 WATT (INCLUDING CONDUIT & PULL BOXES)	1	EA.	$6,500.00	$6,500.00
STREET LIGHT SERVICE PEDESTAL		EA.	$4,100.00	
STREET LIGHT SERVICE DUAL PEDESTAL		EA.	$5,900.00	
STRIPING				
SIGNING & STRIPING LOCAL STREET		L.F.	$4.50	
SIGNING & STRIPING COLLECTOR STREET	494	L.F.	$8.75	$4,322.50
SIGNING & STRIPING ARTERIAL STREET		L.F.	$12.75	
PAINTED LEGEND		EA.	$80.00	
THERMOPLASTIC LEGEND		EA.	$165.00	
			10% Contingency	$3,999.55
			Street Improvements Sub-Total	$43,995.05

Construction Cost Estimate Form
Street Improvements

TRAFFIC SIGNALS				
NEW TRAFFIC SIGNAL		EA.	$355,600.00	
MODIFY EXISTING SIGNAL (STREET WIDENING, PER CORNER)		EA.	$88,900.00	
REMOVE EXISTING SIGNAL		EA.	$25,000.00	
REPLACE/RESTORE T.S. DETECTION LOOP		EA.	$425.00	
TRAFFIC SIGNAL INTERCONNECT CONDUIT		L.F.	$17.00	
TRAFFIC SIGNAL INTERCONNECT CONDUIT & CABLE		L.F.	$20.00	
ADD LEFT TURN PHASING		L.S.	$30,000.00	
LANDSCAPE				
PARKWAY TREE WITH IRRIGATION		EA.	$525.00	
PARKWAY LANDSCAPING		S.F.	$6.00	
(INCLUDING IRRIGATION FACILITIES)				
NEIGHBORHOOD EDGE AND/OR MEDIAN LANDSCAPING		S.F.	$6.00	
(INCLUDING IRRIGATION FACILITIES)				
NEIGHBORHOOD EDGE AND/OR MEDIAN TREE		EA.	$525.00	
(INCLUDING IRRIGATION FACILITIES)				
UTILITY POLES				
RELOCATION OF POLE		EA.	$18,000.00	
UNDERGROUNDING OF POWER LINES		L.F.	$350.00	
UNDERGROUNDING OF COMMUNICATION LINES		L.F.	$90.00	
FIBER OPTIC				
CONDUIT PLACEMENT TRENCH/BORE (INCLUDES HANDHOLES)		L.F.	$45.00	
(ARTERIAL/COLLECTOR STREETS - MAIN BACKBONE)				
IN-TRACT LOCAL STREETS				
FIBER CONDUIT PLACEMENT		L.F.	$5.70	
FIBER TRENCH		L.F.	$6.50	
HANDHOLE - FLOWER POT (FP)		EA.	$125.00	
HANDHOLE - HH-3		EA.	$250.00	
HANDHOLE - HH-4		EA.	$375.00	
OTHER				
			10% Contingency	
			Street Improvements Sub-Total	
TRAFFIC CONTROL	1	L.S.	$1,826.41	$1,826.41
MOBILIZATION, SWPPP, EROSION CONTROL	1	L.S.	$2,656.60	$2,656.60
(Sub-Total Transferred to Item "A" on Summary Sheet)				$70,897.94

Construction Cost Estimate form
Water Improvements

Date 9/28/2023
Project Number PDEV21-037
Location 1516. S. Bon View Ave.
Computed By Joshua Barrett
Contact Phone No. (951) 683-3691

CONSTRUCTION ITEM DESCRIPTION	QTY	UNIT	COST/UNIT	Total Cost per Item
WATER / FIRE MAIN				
6" IN EASEMENT AREA ONLY (NOT IN PAVED STREET)		L.F.	$30.00	
8" IN EASEMENT AREA ONLY (NOT IN PAVED STREET)		L.F.	$40.00	
10" IN EASEMENT AREA ONLY (NOT IN PAVED STREET)		L.F.	$45.00	
6" INC. EXC., BACKFILL & PVMT RESTORATION	6	L.F.	$85.00	$510.00
8" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$90.00	
10" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$95.00	
12" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$105.00	
16" INC. EXC., BACKFILL & PVMT RESTORATION	1672	L.F.	$115.00	$192,280.00
WATER SERVICE				
(EXCLUDES AC REMOVAL AND REPLACEMENT)				
1" WATER SERVICE WITH METER BOX		EA.	$1,000.00	
2" WATER SERVICE WITH METER BOX	15	EA.	$2,200.00	$33,000.00
FIRE HYDRANT				
(EXCLUDES AC REMOVAL AND REPLACEMENT)				
BREAK-OFF TYPE FIRE HYDRANT (INC. CONNECTION)	9	EA.	$5,400.00	$48,600.00
RELEASE / BLOW-OFF				
(EXCLUDES AC REMOVAL AND REPLACEMENT)				
AIR RELEASE VALVE (INC. CONNECTION)	4	EA.	$4,600.00	$18,400.00
BLOW-OFF VALVE (INC. CONNECTION)	3	EA.	$4,500.00	$13,500.00
10% Contingency				$30,629.00
Water Improvements Sub-Total				$336,919.00

Construction Cost Estimate form

Water Improvements

BACKFLOW ($1000/IN)				
RP 2" AND SMALLER	2	EA.	$3,000.00	$6,000.00
DDC ABOVE GROUND (UP TO 6" DIAMETER)	2	EA.	$7,000.00	$14,000.00
GATE VALVE				
6"	1	EA.	$550.00	$550.00
8"	1	EA.	$850.00	$850.00
10"		EA.	$1,250.00	
12"	2	EA.	$1,375.00	$2,750.00
16"	2	EA.	$3,425.00	$6,850.00
HOT TAP				
HOT TAP WITH VALVE		EA.	$1,750.00	
CONNECTION TO EXISTING 6" MAIN	1	EA.	$3,500.00	$3,500.00
CONNECTION TO EXISTING 8" MAIN	1	EA.	$3,750.00	$3,750.00
CONNECTION TO EXISTING 12" MAIN	1	EA.	$4,100.00	$4,100.00
INSTALL TEE	2	EA.	$300.00	$600.00
REMOVE EXISTING BLIND FLANGE		EA.	$475.00	
CONCRETE THRUST BLOCK	17	EA.	$585.00	$9,945.00
OTHER				
16"x8" REDUCER	1	EA.	$2,720.00	$2,720.00
16"x12" REDUCER	1	EA.	$2,502.00	$2,502.00
4" DOMESTIC SERVICE	1	EA.	$21,500.00	$21,500.00
Trench Excavation/Backfill and Paving	13975	S.F.	$72.70	$1,015,982.50
FIRE SERVICE	7	EA.	$21,362.00	$149,534.00
10" FIRE SERVICE	2	EA.	$47,333.00	$94,666.00
			10% Contingency	$133,979.95
			Water Improvements Sub-Total	$1,473,779.45
TRAFFIC CONTROL		L.S.	49794.21	$49,794.21
MOBILIZATION, SWPPP, EROSION CONTROL		L.S.	**72427.94**	**$72,427.94**
(Sub-Total Transferred to Item "B" on Summary Sheet)				**$1,932,920.60**

Construction Cost Estimate form
Recycled Water Improvements

Date 9/28/2023
Project Number PDEV21-037
Location 1516. S. Bon View Ave.
Computed By Joshua Barrett
Contact Phone No. (951) 683-3691

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

Construction Cost Estimate form

Recycled Water Improvements

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

ENGINEERING DEPARTMENT

Construction Cost Estimate Form

Sewer Improvements

Date 9/28/2023
Project Number PDEV21-037
Location 1516. S. Bon View Ave.
Computed By Joshua Barrett
Contact Phone No. (951) 683-3691

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

Construction Cost Estimate Form
Sewer Improvements

LATERAL				
4" HOUSE CONNECTION TO SEWER MAIN IN STREET		L.S.	$2,925.00	
6" & SMALLER VCP SEWER LATERAL / EASEMENT		L.F.	$42.00	
6" & SMALLER VCP SEWER LATERAL / PAVED STREET	76	L.F.	$70.00	$5,320.00
SEWER CHIMNEY		EA.	$1,170.00	
SEWER SADDLE		EA.	$1,170.00	
WYE 4" x 8" TYPICAL	1	EA.	$115.00	$115.00
OIL/GREASE INTERCEPTOR NOT IN STREET		EA.	$1,750.00	
OTHER				
			10% Contingency	$543.50
			Sewer Improvements Sub-Total	**$5,978.50**
TRAFFIC CONTROL		L.S.	$164.41	$164.41
MOBILIZATION, SWPPP, EROSION CONTROL		L.S.	**239.14**	**$239.14**
(Sub-Total Transferred to Item "D" on Summary Sheet)				**$6,382.05**

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Construction Cost Estimate form

Storm Drain Improvements

Date 9/28/2023
Project Number PDEV21-037
Location 1516. S. Bon View Ave.
Computed By Joshua Barrett
Contact Phone No. (951) 683-3691

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

Construction Cost Estimate form

Storm Drain Improvements

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

Exhibit "C"

Bonds and other Security

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

FAITHFUL PERFORMANCE BOND PRINCIPAL AMOUNT: $2,211,220.64
Description: Faithful Performance Bond
Surety: Harco National Insurance Company
Attorney-in-fact: Lawrence F. McMahon
Title Service Representative: Greg Franke
Address: 901 Via Piermonte, Suite 150
Ontario, California 91764
Phone Number: (909) 510-6200
Email: gfranke@firstam.com

MAINTENANCE GUARANTEE BOND PRINCIPAL AMOUNT: $221,122.06
To be posted upon completion of the Public Improvements by Developer and approval and acceptance by City.

BOND NO. 0832230
PREMIUM $40,333.00*
* 2 Year Term and renews annually thereafter until released or exonerated

CITY OF ONTARIO

AGREEMENT FOR COMPLETION OF PUBLIC IMPROVEMENTS PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City Council of the City of Ontario, State of California ("CITY") and SCG/DP Bon View, LLC ("PRINCIPAL") have entered into an Agreement for Completion of Public Improvements ("Improvement Agreement") dated on or about the 11 day of November, 2023 for public improvements to be constructed as part of the Project Number PDEV21-037; 1516 S. Bon View Ave. Project; and,

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and,

WHEREAS, the PRINCIPAL is required under the terms of the Improvement Agreement to provide a good and sufficient bond, in a form and from a surety acceptable to the CITY, for the performance of the Improvement Agreement; and,

NOW, THEREFORE, the PRINCIPAL and Harco National Insurance Company, a company organized and doing business under and by virtue of the laws of the State of Illinois and duly licensed to conduct a general surety business in the State of California, as "SURETY," are held and firmly bound unto the CITY, as "OBLIGEES," in the sum of Two Million Two Hundred Eleven Thousand Two Hundred Twenty and 64/100ths Dollars ($2,211,220.64) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such, that if the above bonded PRINCIPAL, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Improvement Agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the CITY, it officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall remain in full force and effect.

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

The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Improvement Agreement, or the work to be performed thereunder or the specifications accompanying the same, shall in any manner affect its obligations on this bond, and it does hereby waive notice of such change, extension, alteration or addition to the terms of the Improvement Agreement or to the work or specifications.

IN WITNESS WHEREOF, the seal and signature of said PRINCIPAL is hereto affixed, and the corporate seal and the name of said SURETY is hereto affixed and attested by its duly authorized Attorney-in-Fact at San Diego California this 1st day of November, 2023.

PRINCIPAL	**SURETY**
	A-XI
SCG/DP Bon View, LLC Print Name	Harco National Insurance Company Print Name
By: _____ Signature	By: _____ Signature
BRETT DEDEAUX Name	Lawrence F. McMahon Name
AUTHORIZED SIGNATORY Title	Attorney-in-Fact Title
11/06/2023 Date	November 1, 2023 Date

NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPALS AND SURETY MUST BE ATTACHED TO THIS BOND.

RISK MANAGEMENT
DATE 11/7/23
SURETY APPROVED ONLY
INITIAL _____

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
COUNTY OF Los Angeles)

On November 6, 2023, before me, Jessica M. Pisula, a Notary Public,

personally appeared Brett Dideaux,

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

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

JESSICA M. PISULA
Notary Public - California
Los Angeles County
Commission # 2367197
My Comm. Expires Jul 22, 2025

Signature of Notary Public

WITNESS my hand and official seal.

Principal must indicate below in what capacity he/she is signing. If other than in an individual capacity, the Principal must provide evidence satisfactory to demonstrate that he/she serves in such capacity and that he/she is authorized to execute this instrument.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
- ☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited ☐ General
- ☐ Attorney-In-Fact
- ☐ Trustee(s)
- ☐ Guardian/Conservator
- ☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number Of Pages

Date Of Document

Signer(s) Other Than Named Above

PERFORMANCE BOND – (PRINCIPAL)

C-4

46700.00100\34360578.1

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
COUNTY OF San Diego)

On November 1, 2023, before me, Minna Huovila, Notary Public,

personally appeared Lawrence F. McMahon,

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

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

CSC1 MINNA HUOVILA COMM. #2313883 NOTARY PUBLIC-CALIFORNIA SAN DIEGO COUNTY My Commission Expires DECEMBER 6, 2023 CSC1

Signature of Notary Public

WITNESS my hand and official seal.

Principal must indicate below in what capacity he/she is signing. If other than in an individual capacity, the Principal must provide evidence satisfactory to demonstrate that he/she serves in such capacity and that he/she is authorized to execute this instrument.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
- ☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited ☐ General
- ☒ Attorney-In-Fact
- ☐ Trustee(s)
- ☐ Guardian/Conservator
- ☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number Of Pages

Date Of Document

Signer(s) Other Than Named Above

POWER OF ATTORNEY

Bond # 0832230

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

SARAH MYERS, NATASSIA SMITH, JAMES D. CASTLE, TARA BACON, LAWRENCE F. MCMAHON, GEOFFREY SHELTON, MARIA HALLMARK, JANICE MARTIN

San Diego, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2022

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1984 ILLINOIS

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2022 , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

SHIRELLE A. OUTLEY My Comm. Exp. 04-04-2023 NOTARY PUBLIC No. 50079910 NEW JERSEY

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, November 01, 2023

A00392

Irene Martins, Assistant Secretary

CITY OF ONTARIO *Agenda Report* **December 19, 2023**	**SECTION:** **CONSENT CALENDAR**
Department: Financial Services Prepared By: Cecilia House Department: Development Administration Prepared By: Matthew Hernandez Staff Member Presenting: Armen Harkalyan, Executive Director of Finance Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 5

SUBJECT: **AB 1600 DEVELOPMENT IMPACT FEE ANNUAL REPORT FOR FISCAL YEAR ENDED JUNE 30, 2023, AND SB 165 LOCAL AGENCY SPECIAL TAX AND BOND ACCOUNTABILITY REPORT FOR FISCAL YEAR ENDED JUNE 30, 2023**

RECOMMENDATION: That the City Council accept the City of Ontario's AB1600 Development Impact Fee (DIF) Annual Report (unaudited) for Fiscal Year Ended June 30, 2023, and the City of Ontario's SB 165 Local Agency Special Tax and Bond Accountability Report (unaudited) for Fiscal Year Ended June 30, 2023.

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

FISCAL IMPACT: There is no direct fiscal impact associated with these actions. The AB1600 Development Impact Fee (DIF) Annual Report (unaudited) and the SB 165 Local Agency Special Tax and Bond Accountability Report (unaudited) are required by California statue to be presented to the City Council for informational purposes only. The reports include a summary of the activities on the DIF and Community Facilities District (CFD) funds for the respective fiscal year.

BACKGROUND & ANALYSIS:
AB 1600 Report:

On July 1, 2003, the City Council adopted Ordinance Nos. 2779 and 2780, approving the collection of Development Impact Fees (DIF) to mitigate the impacts of future development. In accordance with the provisions of Ordinances listed, the City began collecting DIF on September 1, 2003, and the impact fees have been updated periodically by Resolutions of the City Council. The fees that were used for the attached AB 1600 DIF Annual Report for Fiscal Year Ended June 30, 2023, were authorized by the City Council on September 17, 2019 and August 16, 2022, by Resolution No. 2019-135 and No. 2022-133, respectively.

California Government Code Sections §66001 and §66006 require making certain Development Impact Fee information available to the public. The City of Ontario addresses these reporting requirements through issuance of the AB 1600 DIF Annual Report along with the release of periodic updates to the City's development impact fee calculation and nexus schedules.

The AB 1600 DIF Annual Report for Fiscal Year Ended June 30, 2023, is comprised of three schedules. The first schedule reports each DIF category's beginning and ending fund balances, its annual revenue and earnings, and its expenditures for the fiscal year. The second schedule provides a summary listing of DIF expenditure amounts by individual public improvement projects. The third schedule provides the five-year findings with regards to unexpended funds, whether committed or uncommitted, from Fiscal Year 2018-19 through Fiscal Year 2022-23. The City of Ontario's AB 1600 DIF Annual Report for Fiscal Year Ended June 30, 2023 (unaudited), as well as the Fiscal Year 2021-22 Development Impact Fee Calculation and Nexus Report, and the Master Facilities Plan for FY 2021-22 are available for review and reference at the City's Records Management Department and on the City's website at: https://www.ontarioca.gov/government-departments-financial-services-development-impact-fees-dif/reports.

SB 165 Report:
Senate Bill (SB) 165 enacted the Local Agency Special Tax and Bond Accountability Act (the "Act") which requires local agencies that have imposed special taxes or issued bond measures subject to voter approval report annually on the amount of funds collected and expended. This report must contain a statement indicating the specific purposes of the special tax, require that the proceeds of the special tax be applied to those purposes, require the creation of an account into which the proceeds shall be deposited, and require an annual report containing specified information concerning the use of the proceeds. The Act applies to special tax measures and bonds issued on or after January 1, 2001, in accordance with Sections §50075.1, §50075.3, §53410, and §53411 of the California Government Codes.

The SB 165 Local Agency Special Tax and Bond Accountability Report for Fiscal Year Ended June 30, 2023, consists of three sections. The first section reports on all of the Services CFDs and provides the amounts of special taxes collected, actual administration costs, and special districts cost of services for the referenced year, per CFD. The second section reports on all the Facilities CFDs and provides the amounts of special taxes collected, actual administration costs, and any interest and principal payments for the referenced year, per CFD. In addition, this section also provides additional information regarding the original funding sources and usage of bond proceeds, ending balances at June 30, 2023, for improvement and other accounts held at the trustee, and project status, per CFD. The third and final section reports on each Services and Facilities Combination Districts, and provides all of the information listed, in the above two sections per CFD.

Some of the requirements of the Act are handled at the formation of the Community Facilities District or Bond Issuance and others are handled through annual reports. This report intends to comply with Sections §50075.3 and §53411 of the California Government Codes.

City of Ontario, California

AB 1600 DEVELOPMENT IMPACT FEE ANNUAL REPORT
For Fiscal Year Ended June 30, 2023

Prepared By:

Development Administration Department of

Community Development Agency

CITY OF ONTARIO

AB 1600 DEVELOPMENT IMPACT FEE ANNUAL REPORT FOR FISCAL YEAR ENDED JUNE 30, 2023

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CITY OF ONTARIO

AB 1600 DEVELOPMENT IMPACT FEE ANNUAL REPORT – INTRODUCTION
JUNE 30, 2023 (UNAUDITED)

On July 1, 2003, the City Council adopted Ordinance Nos. 2779 and 2780 approving the collection of Development Impact Fees (DIF) in the City of Ontario to mitigate the impacts of future development. In accordance with the provisions of Ordinance Nos. 2779 and 2780, the City began collecting DIF on September 1, 2003. Pursuant to Ordinance 2779, the impact fees have been updated periodically since that time by the Resolutions of the City Council. The Development Impact Fee schedule authorized by the City Council occurred on September 17, 2019, by Resolution No. 2019-135 for fees collected from July 1, 2022 – December 31, 2022, and updated on August 16, 2022, by Resolution No. 2022-133 for fees collected on January 1, 2023 – June 30, 2023 respectively. This update, as well as the previous update, incorporates the results of the City's 2021-2022 Water, Sewer, Storm Drain, and Circulation Master Plan updates, along with the land use assumptions underlying the City's most recently updated The Ontario Plan, adopted by the City Council in 2010.

California Government Code sections §66001 and §66006 require making available to the public certain Development Impact Fee information. The City of Ontario addresses these reporting requirements through an issuance of the AB 1600 Development Impact Fee Annual Report along with the release of periodic updates to the City's Development Impact Fee calculation and nexus schedules. The AB 1600 Development Impact Fee Annual Report for Fiscal Year Ended June 30, 2023 consists of three schedules. The first schedule reports each Development Impact Fee category's beginning and ending fund balances, its annual revenue and earnings, and its expenditures for the fiscal year. The second schedule provides a summary listing of Development Impact Fee expenditure amounts by individual public improvement project, and the third schedule provides the five-year fundings with regards to unexpended funds, whether committed or uncommitted, from FY 2018-2019 through FY 2022-2023. Currently all unexpended funds are committed to future projects which are detailed in the May 16, 2023 Master Facilities Plan. The most recently adopted update of the City's Development Impact Fee Calculation and Nexus Schedules - Development Impact Fee Calculation and Nexus Report (August 2022) - contains the amount and purpose of each Development Impact Fee, the public improvements the fees will fund, and the reasonable relationship between the fees and the purposes for which they are being assessed.

As a reference, the 2021-2022 Development Impact Fee Calculation & Nexus Report, and the 2021-2022 Master Facilities Plan, are made available for review and reference at the City's Records Management Department and on the City's website (https://www.ontarioca.gov/government-departments-financial-services-development-impact-fees-dif/reports).

CITY OF ONTARIO
AB 1600 DEVELOPMENT IMPACT FEE ANNUAL REPORT
PURSUANT TO GOVERNMENT CODE SECTION 66006
FOR FISCAL YEAR ENDED JUNE 30, 2023 (Unaudited)

Fund	Development Impact Fee Purpose	Fund Balance July 1, 2022	Revenues: DIF Fees	Revenues: Interest/ Gains/Losses	Revenues: Other Sources/(Uses)	DIF Refunds/ Reimbursements	Project Expenditures	Fund Balance June 30, 2023
2650	Park Land Acquisition and Facilities Development	41,678,364	18,336,118	663,518	-	758,668	10,183,858	49,735,474
4213	Law Enforcement Facilities, Vehicles and Equipment	2,000,191	865,645	23,333	-	(122)	8,654	2,880,638
4212	Refuse Collection Facilities and Equipment	7,705,764	1,527,067	(77,092)	-	375	330,210	8,825,155
4211	General Facilities, Vehicles and Equipment	6,798,294	966,745	115,142	-	1,580	-	7,878,600
4214	Library Facilities and Collection	9,725,767	1,867,294	154,395	-	224	-	11,747,232
4215	Public Use Facilities	10,473,388	2,267,411	162,443	-	(624)	-	12,903,866
4210	Aquatics Facilities	854,554	145,900	13,865	-	(18)	-	1,014,337
4216	NMC Open Space Land Acquisition	7,988,093	1,830,341	127,232	-	-	-	9,945,665
4317	OMC Regional Circulation (Streets, Bridges and Signals) System	6,659,093	1,681,826	98,961	-	480	-	8,439,399
4312	OMC Local Adjacent Circulation (Streets, Bridges and Signals) System	1,025,890	1,293,752	(14,507)	1,179,698 [1]	(55)	613,018	2,871,870
4316	OMC Regional Storm Drainage Collection Facilities	1,728,773	113,692	31,282	-	84	-	1,873,663
4313	OMC Local Adjacent Storm Drainage Collection Facilities	12,220,664	2,160,852	213,986	7,217 [2]	1,598	807,317	13,793,804
4318	OMC Regional Water System	18,832,095	1,229,144	429,451	-	551,917	3,422,371	16,516,403
4314	OMC Local Adjacent Water System	3,237,040	446,798	55,984	-	-	-	3,739,822
4315	OMC Regional Sewer Collection System	2,946,107	42,897	56,084	-	160	-	3,044,928
4311	OMC Local Adjacent Sewer Collection System	4,722,542	378,748	94,310	-	-	548,078	4,647,522
4310	OMC Fire Facilities, Vehicles and Equipment	(2,084,692)	209,553	(37,270)	-	(412)	-	(1,911,998)
4419	NMC Regional Circulation (Streets, Bridges and Signals) System	6,341,695	5,936,338	93,412	-	2,126,831	1,701,283	8,543,332
4413	NMC Local Adjacent Circulation (Streets, Bridges and Signals) System	18,217,753	7,125,452	302,638	-	4,504,761	-	21,141,082
4418	NMC Regional Storm Drainage Collection Facilities	3,768,050	2,024,324	96,363	-	474,300	-	5,414,437
4414	NMC Local Adjacent Storm Drainage Collection Facilities	16,801,153	7,999,801	249,942	-	2,616,947	-	22,433,950
4420	NMC Regional Water System	8,868,139	6,162,846	143,851	6,046,531 [3]	1,176,661	4,668,190	15,376,517
4415	NMC Local Adjacent Water System	23,123,087	3,935,082	308,813	5,362,018 [3]	2,799,201	262,258	29,667,542
4417	NMC Regional Sewer Collection System	1,559,236	905,782	25,906	-	174	67,538	2,423,211
4412	NMC Local Adjacent Sewer Collection System	440,198	822,584	16,855	-	613,010	67,538	599,089
4416	NMC Regional Fiber Optic Telecommunication System	(11,453,161)	502,040	(188,334)	-	54,000	820,457	(12,013,913)
4411	NMC Local Adjacent Fiber Optic Telecommunication System	1,392,282	2,252,436	(1,404)	-	378,705	236,171	3,028,438
4410	NMC Fire Facilities, Vehicles and Equipment	3,938,654	407,164	92,746	-	95,986	1,063,980	3,278,598
		$ 209,509,011	$73,437,631	$ 3,251,903	$ 12,595,465	$ 16,154,430	$ 24,800,919	$ 257,838,662

[1] Measure I reimbursement for Mountain & Holt Intersection Widen project.

[2] Reimbursement for Plan Specification & Estimate for San Antonio Ave Storm Drain

[3] Ontario Ranch Phase II Water Improvement prepayment.

CITY OF ONTARIO
DEVELOPMENT IMPACT FEE PROJECTS/EXPENDITURES
FISCAL YEAR ENDED JUNE 30, 2023 (Unaudited)

City Project	DIF Project	Description		Annual Expenditure
PA1904	PK-001	Ontario Ranch Great Park		10,183,858
			Fund 2650 Subtotal	10,183,858
PF2302	LE-002	Renovate PD Training and Traffic Area		8,654
			Fund 4213 Subtotal	8,654
N/A	RS-002	Side Loader Collection Vehicle		330,210
			Fund 4212 Subtotal	330,210
ST1510	ST-036/ST-053	Mountain & Holt Intersection Widening		19,289
ST1511	ST-042/ST-053	Grove & Holt Intersect Widen		240,952
ST1914	ST-060	ATP Cycle 4 Pedestrian Improve		352,777
			Fund 4312 Subtotal	613,018
N/A	SD-075	Master Plan of Drainage		182,222
SM2101	SD-073/SD-086	San Antonio Ave Storm Drain		473,009
SM2301	SD-063	Fourth Street Storm Drain		152,086
			Fund 4313 Subtotal	807,317
WA1401	WT-004	San Antonio Ave 1212' PZ Phase 3		3,422,371
			Fund 4318 Subtotal	3,422,371
SE1701	SW-022	Archibald Ave Sewer Diversion		180,033
SE2302	SW-052	Piemonte Overlay Sewer Improvement		368,045
			Fund 4311 Subtotal	548,078
ST-1411	ST-106	SR60 at Archibald Interchange		1,701,283
			Fund 4419 Subtotal	1,701,283
WA9910	WT-002	New Well No. 43		2,710,880
WA1907	WT-032	Groundwater Wellhead Treatment		369,832
WA2004	WT-009/WT-010	Ontario Ranch Phase 2 Water Main Improvements		1,587,478
			Fund 4420 Subtotal	4,668,190
SE1801	SW-001	Payment to IEUA for Eastern Trunk Sewer [1]		67,538
			Fund 4417 Subtotal	67,538

CITY OF ONTARIO
DEVELOPMENT IMPACT FEE PROJECTS/EXPENDITURES
FISCAL YEAR ENDED JUNE 30, 2023 (Unaudited)

City Project	DIF Project	Description		Annual Expenditure
SE1801	SW-001	Payment to IEUA for Eastern Trunk Sewer [1]		67,538
			Fund 4412 Subtotal	67,538
WA2004	WT-009/WT-010	Ontario Ranch Phase 2 Water Main Improvements		262,258
			Fund 4415 Subtotal	262,258
MS-0205	FO-005	High-Speed Telecomm System-NMC		820,457
			Fund 4416 Subtotal	820,457
MS-0205	FO-005	High-Speed Telecomm System - NMC		236,171
			Fund 4411 Subtotal	236,171
PF2208	FS-003	Temporary Fire Station No. 11		1,024,637
PF2303	FS-003	Fire Station No. 11		363
PF0506	FS-001	Fire Station No. 9 Land Acquisition and Construction		38,979
			Fund 4410 Subtotal	1,063,980
			Total	**24,800,919**

[1] Pursuant to Cooperative Agreement For The Sewer Conveyance Facilities Of The Eastern Trunk Sewer, Kimball Interceptor Sewer Extension, And RP-1 Outfall, Dated June 4, 2004.

CITY OF ONTARIO
FIVE-YEAR REVENUE TEST USING FIRST IN FIRST OUT METHOD
FISCAL YEAR ENDED JUNE 30, 2023 (Unaudited)

Fund	Development Impact Fee Purpose	Fund Balance June 30, 2018	Project Expenditures 2019	2020	2021	2022	2023	Total	Unexpended Funds (Note 1)	Note
2650	Park Land Acquisition and Facilities Development	5,434,737	-	8,365,863	5,368,994	5,033,109	10,183,858	28,951,824	-	
4213	Law Enforcement Facilities, Vehicles and Equipment	(458,646)	-	-	-	-	8,654	8,654	-	
4212	Refuse Collection Facilities and Equipment	3,632,305	-	93,130	136,914	81,022	330,210	641,275	2,991,030	2
4211	General Facilities, Vehicles and Equipment	3,331,809	-	-	-	-	-	-	3,331,809	3
4214	Library Facilities and Collection	3,985,005	-	-	-	-	-	-	3,985,005	4
4215	Public Use Facilities	5,132,345	-	1,299,998	-	-	-	1,299,998	3,832,348	5
4210	Aquatics Facilities	408,362	-	-	-	-	-	-	408,362	6
4216	NMC Open Space Land Acquisition	3,622,468	-	-	-	-	-	-	3,622,468	7
4317	OMC Regional Circulation (Streets, Bridges and Signals) System	4,464,139	475,531	730,998	641,231	485,390	-	2,333,150	2,130,988	8
4312	OMC Local Adjacent Circulation (Streets, Bridges and Signals) System	7,698,115	317,253	282,242	5,544,150	2,715,394	613,018	9,472,057	-	
4316	OMC Regional Storm Drainage Collection Facilities	1,413,066	-	-	-	-	-	-	1,413,066	9
4313	OMC Local Adjacent Storm Drainage Collection Facilities	17,435,332	2,595,509	2,564,236	3,015,406	-	807,317	8,982,468	8,452,864	10
4318	OMC Regional Water System	14,089,931	-	-	-	-	3,422,371	3,422,371	10,667,561	11
4314	OMC Local Adjacent Water System	1,498,234	247,427	-	-	-	-	247,427	1,250,806	12
4315	OMC Regional Sewer Collection System	2,546,394	-	-	-	-	-	-	2,546,394	13
4311	OMC Local Adjacent Sewer Collection System	4,211,131	-	-	105,675	225,065	548,078	878,818	3,332,313	14
4310	OMC Fire Facilities, Vehicles and Equipment	(142,232)	343,942	1,518,680	35,291	512,534	-	2,410,447	-	
4419	NMC Regional Circulation (Streets, Bridges and Signals) System	2,911,517	868,658	1,962,394	8,859,996	938,916	1,701,283	14,331,247	-	
4413	NMC Local Adjacent Circulation (Streets, Bridges and Signals) System	2,237,863	-	-	-	-	-	-	2,237,863	15
4418	NMC Regional Storm Drainage Collection Facilities	2,120,953	-	-	-	-	-	-	2,120,953	16
4414	NMC Local Adjacent Storm Drainage Collection Facilities	3,638,355	-	-	-	-	-	-	3,638,355	17
4420	NMC Regional Water System	(8,783,545)	-	9,878	294,176	972,142	4,668,190	5,944,386	-	
4415	NMC Local Adjacent Water System	15,751,800	-	484,614	531,678	552,339	262,258	1,830,888	13,920,911	18
4417	NMC Regional Sewer Collection System	440,861	288,203	285,981	144,772	368,813	67,538	1,155,307	-	
4412	NMC Local Adjacent Sewer Collection System	293,679	220,119	345,779	103,222	390,664	67,538	1,127,322	-	
4416	NMC Regional Fiber Optic Telecommunication System	(2,736,704)	895,273	478,342	287,458	306,529	820,457	2,788,059	-	
4411	NMC Local Adjacent Fiber Optic Telecommunication System	4,061,417	1,745,459	1,260,891	647,304	753,310	236,171	4,643,135	-	
4410	NMC Fire Facilities, Vehicles and Equipment	8,249,310	1,111,713	3,036,764	8,749,747	1,764,296	1,063,980	15,726,500	-	

Notes:

1. All unexpended funds indicate the amount being held beyond the five year limit as described by AB1600.
2. The unexpended Refuse Collection Facilities and Equipment funds will be expended on the Solid Waste projects detailed in the 2022 Master Facilities Plan on pages 401-408.
3. The unexpended General Facilities, Vehicles and Equipment funds will be expended on the General Facilities projects detailed in the 2022 Master Facilities Plan on pages 411-415.

4. The unexpended Library Facilities and Collection funds will be expended on the Library projects detailed in the 2022 Master Facilities Plan on pages 418-419.
5. The unexpended Public Use Facilities funds will be expended on the Public Use Facilities projects detailed in the 2022 Master Facilities Plan on page 422.
6. The unexpended Aquatics Facilities funds will be expended on the Aquatics Centers projects detailed in the 2022 Master Facilities Plan on page 425.
7. The NMC Open Space Land Acquisition Development Impact Fee amount is based on a lawsuit settlement. The unexpended funds will be expended on one of the seven scenarios that were contemplated to determine the amount needed to be collected to meet the funding requirements of the settlement agreement. These scenarios are outlined in the 2022 Development Impact Fee Calculation and Nexus Report on pages 167-168.
8. The unexpended OMC Regional Circulation (Streets, Bridges and Signals) System funds will be expended on the General City Street Regional Circulation projects identified in the 2022 Development Impact Fee Calculation and Nexus Report on page 191 and detailed in the 2022 Master Facilities Plan on pages 59-189.
9. The unexpended OMC Regional Storm Drainage Facilities funds will be expended on the General City Regional Storm Drainage projects identified in the 2022 Development Impact Fee Calculation and Nexus Report on page 193 and detailed in the 2022 Master Facilities Plan on pages 196-300.
10. The unexpended OMC Local Storm Drainage Facilities funds will be expended on the General City Local Storm Drainage projects detailed in the 2022 Master Facilities Plan on pages 196-300.
11. The unexpended OMC Regional Water System funds will be expended on the General City Regional Water projects identified in the 2022 Development Impact Fee Calculation and Nexus Report on page 195 and detailed in the 2022 Master Facilities Plan on pages 305-342.
12. The unexpended OMC Local Adjacent Water System funds will be expended on the General City Local Adjacent Water projects detailed in the 2022 Master Facilities Plan on pages 305-342.
13. The unexpended OMC Regional Sewer Collection System funds will be expended on the General City Regional Sewer projects identified in the 2022 Development Impact Fee Calculation and Nexus Report on page 197 and detailed in the 2022 Master Facilities Plan on pages 347-398.
14. The unexpended OMC Local Sewer Collection System funds will be expended on the General City Local Sewer projects identified detailed in the 2022 Master Facilities Plan on pages 347-398.
15. The unexpended NMC Local Adjacent Circulation (Streets, Bridges and Signals) System funds will be expended on the Local Adjacent Ontario Ranch Street projects detailed in the 2022 Master Facilities Plan on pages 59-189.
16. The unexpended NMC Regional Storm Drainage System funds will be expended on the Ontario Ranch Regional Storm Drainage projects identified in the 2022 Development Impact Fee Calculation and Nexus Report on page 201 and detailed in the 2022 Master Facilities Plan on pages 196-300.
17. The unexpended NMC Local Adjacent Storm Drainage System funds will be expended on the Local Adjacent Ontario Ranch Storm Drainage projects detailed in the 2022 Master Facilities Plan on pages 196-300.
18. The unexpended NMC Local Adjacent Water System funds will be expended on the Ontario Ranch Local Adjacent Water projects detailed in the 2022 Master Facilities Plan on pages 305-342.

City of Ontario

SB 165

Local Agency Special Tax and Bond Accountability Report

Fiscal Year Ended June 30, 2023

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SB 165: Local Agency Special Tax and Bond Accountability Act

The Local Agency Special Tax Bond and Accountability Act (the "Act") requires that local agencies that have imposed special taxes or issued bond measures subject to voter approval report annually on the amount of funds collected and expended. This report must contain a statement indicating the specific purposes of the special tax, require that the proceeds of the special tax be applied to those purposes, require the creation of an account into which the proceeds shall be deposited, and require an annual report containing specified information concerning the use of the proceeds. The Act applies to special taxes and bonds issued on or after January 1, 2001 in accordance with Sections 50075.1 and 53410 of the California Government Code.

Some of the requirements of the Act are handled at the formation of the Community Facilities District or Bond Issuance and others are handled through annual reports. This report intends to comply with Sections 50075.3 and 53411 of the California Government Code which states:

The chief fiscal officer of the issuing local agency shall file a report with its governing body no later than January 1, 2002, and at least once a year thereafter. The Annual report shall contain all the following:

a) The amount of funds collected and expended.
b) The status of any project required or authorized to be funded as identified in subdivision (a) of Section 50075.1 or subdivision (a) of Section 53410.

For questions regarding this report, please contact the City of Ontario, Financial Services Agency at (909) 395-2015 or email CFD@ontarioca.gov.

The following table indicates which Section of the CA Government Code each district is required to comply with for Fiscal Year 2022-23.

Required SB 165 Reports for City of Ontario Community Facilities Districts

CFD No.	CFD Name	§50075.3 Required	§53411 Required
9	Edenglen	Yes	No
10	Ontario Airport Towers	Yes	No
13	California Commerce Center- Phase IV	Yes	Yes
19	Countryside Phase 1 - Services	Yes	No
20	Walmart	Yes	No
21	Parkside	Yes	No
23	Park Place Services	Yes	No
24	Park Place Facilities Phase 1	Yes	Yes
25	Park Place Facilities Phase II	Yes	Yes
26	Park Place Facilities Phase III	Yes	Yes
27	New Haven Services	Yes	No
28	New Haven Facilities - Area A	Yes	Yes
30	New Haven Facilities - Area B	Yes	Yes
31-A	Carriage House / Amberly Lane - A	Yes	Yes
31-B	Carriage House / Amberly Lane - B	Yes	No
32	Archibald/Schaefer - Services	Yes	No
33	Archibald/Schaefer - Facilities	Yes	Yes
34	Countryside Phase 1 North - Facilities	Yes	Yes
37	Park & Turner NE Services	Yes	No
38	Park & Turner NE Facilities	Yes	Yes
39	New Haven Facilities - Area C	Yes	Yes
40	Emerald Park Facilities	Yes	Yes
41	Canvas Park Facilities	Yes	Yes
42	West Haven	Yes	Yes
43	Park Place Facilities Phase IV	Yes	Yes
44	Esperanza Services	Yes	No
45-A	Northpark and Countryside - A	Yes	Yes
45-B	Northpark and Countryside - B	Yes	No
46	Avenue 176 Facilities	Yes	Yes
47	Colony Commerce Center West I Services	Yes	No
48	Tevelde Services	Yes	No
49	Avenue 176 Services	Yes	No
50	West Ontario Logistics Center Services	Yes	No
51	Ontario Ranch Logistics Center Services	Yes	No
53	Tevelde Facilities	Yes	Yes
54	Esperanza Facilities	Yes	Yes
55-A	Parklane - A	Yes	Yes
55-B	Parklane - B	Yes	No
56-A	Parkside/La Avenida - A	Yes	No
56-B	Parkside/La Avenida - B	Yes	No
57-A	Neuhouse - A	Yes	Yes
57-B	Neuhouse - B	Yes	No
58	Colony Commerce Center East Services	Yes	No
60	Ontario Ranch Business Park Services	Yes	No
61	Merrill Commerce Center Services	Yes	No

Ontario Services CFDs

Community Facilities District No. 9
Edenglen

Location

Community Facilities District No. 9 (Edenglen) is located south of Riverside Drive, east of Mill Creek Avenue, generally west of Hamner Avenue and north of Chino Avenue. CFD No. 9 is a Services CFD comprised of approximately 74 acres of residential development which provides for ongoing City Services.

Funds Collected and Expended

The table below shows the amount of special taxes collected and the expenditures made to fund authorized Special Districts Cost of Services and incidental expenses of CFD No. 9 (Edenglen) from July 1, 2022 through June 30, 2023.

Description	**Amount**	
FY 2022-23 Special Tax		
Special Tax- Current	$	612,624
Special Tax- Penalty	$	620
Special Tax- Prior	$	3,023
Total Special Tax Revenues	**$**	**616,267**
FY 2022-23 Expenditures		
Special Districts Cost of Services	$	545,720
Administrative Expenses	$	70,694
Total Expenditures	**$**	**616,414**

Project Status

Provides for ongoing City Services

Community Facilities District No. 10
Ontario Airport Towers

Location

Community Facilities District No. 10 (Ontario Airport Towers) is generally located on the south side of Interstate 10, north of Guasti Road, east of Archibald Avenue and west of Turner Avenue. CFD No. 10 is a Services CFD comprised of approximately 25 acres of office and retail space which provides for ongoing City Services.

Funds Collected and Expended

The table below shows the amount of special taxes collected and the expenditures made to fund authorized Special Districts Cost of Services and incidental expenses of CFD No. 10 (Ontario Airport Towers) from July 1, 2022 through June 30, 2023.

Description	**Amount**
FY 2022-23 Special Tax	
Special Tax- Current	$ 12,218
Total Special Tax Revenues	**$ 12,218**
FY 2022-23 Expenditures	
Administrative Expenses	$ 5,331
Total Expenditures	**$ 5,331**

Project Status

Provides for ongoing City Services.

Community Facilities District No. 19
Countryside Phase 1 – Services

Location

Community Facilities District No. 19 (Countryside Phase 1 – Services) is located north of Deer Creek Channel, south of Riverside Drive, east of Cucamonga Creek Channel and west of Archibald Avenue. CFD No. 19 is a Services CFD comprised of approximately 85 acres of residential development which provides for ongoing City Services.

Funds Collected and Expended

The table below shows the amount of special taxes collected and the expenditures made to fund authorized Special Districts Cost of Services and incidental expenses of CFD No. 19 (Countryside Phase 1 – Services) from July 1, 2022 through June 30, 2023.

Description	**Amount**
FY 2022-23 Special Tax	
Special Tax- Current	$ 326,211
Special Tax- Penalty	$ 148
Special Tax- Prior	$ 780
Total Special Tax Revenues	**$ 327,139**
FY 2022-23 Expenditures	
Special Districts Cost of Services	$ 271,966
Administrative Expenses	$ 58,946
Total Expenditures	**$ 330,912**

Project Status

Provides for ongoing City Services.

Community Facilities District No. 20
Walmart

Location

Community Facilities District No. 20 (Walmart) is located west of Mountain Avenue, south of Sixth Street, east of Elderberry Avenue, and north of Fifth Street. CFD No. 20 is a Services CFD comprised of approximately 16 acres of commercial development which provides for ongoing City Services.

Funds Collected and Expended

The table below shows the amount of special taxes collected and the expenditures made to fund authorized Special Districts Cost of Services and incidental expenses of CFD No. 20 (Walmart) from July 1, 2022 through June 30, 2023.

Description	Amount
FY 2022-23 Special Tax	
Special Tax- Current	$ 33,024
Total Special Tax Revenues	**$ 33,024**
FY 2022-23 Expenditures	
Administrative Expenses	$ 5,994
Total Expenditures	**$ 5,994**

Project Status

Provides for ongoing City Services.

Community Facilities District No. 21
Parkside

Location

Community Facilities District No. 21 (Parkside) is located north of Inland Empire Boulevard, south of Fourth Street, east of Archibald Avenue and west of Turner Avenue. CFD No. 21 is a Services CFD comprised of approximately 20 acres of residential development which provides for ongoing City Services.

Funds Collected and Expended

The table below shows the amount of special taxes collected and the expenditures made to fund authorized Special Districts Cost of Services and incidental expenses of CFD No. 21 (Parkside) from July 1, 2022 through June 30, 2023.

Description	Amount
FY 2022-23 Special Tax	
Special Tax- Current	$ 66,839
Special Tax- Penalty	$ 79
Special Tax- Prior	$ 386
Total Special Tax Revenues	**$ 67,304**
FY 2022-23 Expenditures	
Administrative Expenses	$ 7,073
Total Expenditures	**$ 7,073**

Project Status

Provides for ongoing City Services.

Community Facilities District No. 23
Park Place Services

Location

Community Facilities District No. 23 (Park Place Services) is located north of Bellegrave Avenue, south of Eucalyptus Avenue, east of Archibald Avenue and west of Haven Avenue. CFD No. 23 is a Services CFD comprised of approximately 344 acres of residential development which provides for ongoing City Services.

Funds Collected and Expended

The table below shows the amount of special taxes collected and the expenditures made to fund authorized Special Districts Cost of Services and incidental expenses of CFD No. 23 (Park Place Services) from July 1, 2022 through June 30, 2023.

Description	Amount
FY 2022-23 Special Tax	
Special Tax- Current	$ 1,846,115
Special Tax- Penalty	$ 5,805
Special Tax- Prior	$ 27,884
Total Special Tax Revenues	**$ 1,879,804**
FY 2022-23 Expenditures	
Special Districts Cost of Services	$ 1,746,281
Administrative Expenses	$ 108,269
Total Expenditures	**$ 1,854,550**

Project Status

Provides for ongoing City Services.

Community Facilities District No. 27
New Haven Services

Location

Community Facilities District No. 27 (New Haven Services) is located north of Edison Avenue, south of Riverside Drive, east of Turner Avenue and west of Hamner Avenue. CFD No. 27 is a Services CFD comprised of approximately 150 acres of residential development which provides for ongoing City Services.

Funds Collected and Expended

The table below shows the amount of special taxes collected and the expenditures made to fund authorized Special Districts Cost of Services and incidental expenses of CFD No. 27 (New Haven Services) from July 1, 2022 through June 30, 2023.

Description	**Amount**
FY 2022-23 Special Tax	
Special Tax- Current	$ 2,661,088
Special Tax- Penalty	$ 1,187
Special Tax- Prior	$ 7,856
Total Special Tax Revenues	**$ 2,670,131**
FY 2022-23 Expenditures	
Special Districts Cost of Services	$ 2,492,939
Administrative Expenses	$ 133,800
Total Expenditures	**$ 2,626,739**

Project Status

Provides for ongoing City Services.

Community Facilities District No. 32
Archibald/Schaefer - Services

Location

Community Facilities District No. 32 (Archibald/Schaefer – Services) is located south of Schaefer Avenue, north of La Avenida Drive, west of Turner Avenue and east of Archibald Avenue. CFD No. 32 is a Services CFD comprised of approximately 60 acres of residential development which provides for ongoing City Services.

Funds Collected and Expended

The table below shows the amount of special taxes collected and the expenditures made to fund authorized Special Districts Cost of Services and incidental expenses of CFD No. 32 (Archibald/Schaefer – Services) from July 1, 2022 through June 30, 2023.

Description	**Amount**
FY 2022-23 Special Tax	
Special Tax- Current	$ 404,154
Total Special Tax Revenues	**$ 404,154**
FY 2022-23 Expenditures	
Special Districts Cost of Services	$ 348,588
Administrative Expenses	$ 61,520
Total Expenditures	**$ 410,108**

Project Status

Provides for ongoing City Services.

Community Facilities District No. 37
Park & Turner NE Services

Location

Community Facilities District No. 37 (Park & Turner NE Services) is located east of Turner Avenue, west of Haven Avenue, south of Edison Avenue and north of Eucalyptus Avenue. CFD No. 37 is a Services CFD comprised of approximately 80 acres of residential development which provides for ongoing City Services.

Funds Collected and Expended

The table below shows the amount of special taxes collected and the expenditures made to fund authorized Special Districts Cost of Services and incidental expenses of CFD No. 37 (Park & Turner NE Services) from July 1, 2022 through June 30, 2023.

Description	Amount
FY 2022-23 Special Tax	
Special Tax- Current	$ 472,716
Special Tax- Penalty	$ 90
Special Tax- Prior	$ 780
Total Special Tax Revenues	**$ 473,586**
FY 2022-23 Expenditures	
Special Districts Cost of Services	$ 423,343
Administrative Expenses	$ 63,726
Total Expenditures	**$ 487,069**

Project Status

Provides for ongoing City Services.

Community Facilities District No. 44
Esperanza Services

Location

Community Facilities District No. 44 (Esperanza Services) is located north of Bellegrave Avenue, south of Edison Avenue, east of Mill Creek Avenue and west of Hamner Avenue. CFD No. 44 is a Services CFD comprised of approximately 76 acres of residential development which provides for ongoing City Services.

Funds Collected and Expended

The table below shows the amount of special taxes collected and the expenditures made to fund authorized Special Districts Cost of Services and incidental expenses of CFD No. 44 (Esperanza Services) from July 1, 2022 through June 30, 2023.

Description	Amount	
FY 2022-23 Special Tax		
Special Tax- Current	$	695,883
Special Tax- Penalty	$	1,239
Special Tax- Prior	$	5,526
Total Special Tax Revenues	**$**	**702,648**
FY 2022-23 Expenditures		
Special Districts Cost of Services	$	641,138
Administrative Expenses	$	70,879
Total Expenditures	**$**	**712,017**

Project Status

Provides for ongoing City Services.

Community Facilities District No. 47
Colony Commerce Center West I Services

Location

Community Facilities District No. 47 (Colony Commerce Center West I Services) is located north of Remington Avenue, south of Merrill Avenue, east of Carpenter Avenue and west of Cucamonga Channel. CFD No. 47 is a Services CFD comprised of approximately 61 acres of non-residential development which provides for ongoing City Services.

Funds Collected and Expended

The table below shows the amount of special taxes collected and the expenditures made to fund authorized Special Districts Cost of Services and incidental expenses of CFD No. 47 (Colony Commerce Center West I Services) from July 1, 2022 through June 30, 2023.

Description	Amount
FY 2022-23 Special Tax	
Special Tax- Current	$ 339,430
Total Special Tax Revenues	**$ 339,430**
FY 2022-23 Expenditures	
Special Districts Cost of Services	$ 316,065
Administrative Expenses	$ 28,270
Total Expenditures	**$ 344,335**

Project Status

Provides for ongoing City Services.

Community Facilities District No. 48
Tevelde Services

Location

Community Facilities District No. 48 (Tevelde Services) is located north of Merrill Avenue, south of Eucalyptus Avenue, east of Cucamonga Channel and west of Archibald Avenue. CFD No. 48 is a Services CFD comprised of approximately 87 acres of residential development which provides for ongoing City Services.

Funds Collected and Expended

The table below shows the amount of special taxes collected and the expenditures made to fund authorized Special Districts Cost of Services and incidental expenses of CFD No. 48 (Tevelde Services) from July 1, 2022 through June 30, 2023.

Description	Amount
FY 2022-23 Special Tax	
Special Tax- Current	$ 620,666
Special Tax- Penalty	$ 667
Special Tax- Prior	$ 4,682
Total Special Tax Revenues	**$ 626,015**
FY 2022-23 Expenditures	
Special Districts Cost of Services	$ 563,413
Administrative Expenses	$ 68,415
Total Expenditures	**$ 631,828**

Project Status

Provides for ongoing City Services.

Community Facilities District No. 49
Avenue 176 Services

Location

Community Facilities District No. 49 (Avenue 176 Services) is located north of Ontario Ranch Road, south of La Avenida Drive, west of Turner Avenue and east of Archibald Avenue. CFD No. 49 is a Services CFD comprised of approximately 37 acres of residential development which provides for ongoing City Services.

Funds Collected and Expended

The table below shows the amount of special taxes collected and the expenditures made to fund authorized Special Districts Cost of Services and incidental expenses of CFD No. 49 (Avenue 176 Services) from July 1, 2022 through June 30, 2023.

Description	Amount
FY 2022-23 Special Tax	
Special Tax- Current	$ 251,875
Special Tax- Penalty	$ 921
Special Tax- Prior	$ 5,463
Total Special Tax Revenues	**$ 258,259**
FY 2022-23 Expenditures	
Special Districts Cost of Services	$ 206,290
Administrative Expenses	$ 56,647
Total Expenditures	**$ 262,937**

Project Status

Provides for ongoing City Services.

Community Facilities District No. 50
West Ontario Logistics Center Services

Location

Community Facilities District No. 50 (West Ontario Logistics Center Services) is located south of Merrill Avenue east of Carpenter Avenue and west of the Cucamonga Creek Channel. CFD No. 50 is a Services CFD comprised of approximately 56 acres of non-residential development which provides for ongoing City Services.

Funds Collected and Expended

The table below shows the amount of special taxes collected and the expenditures made to fund authorized Special Districts Cost of Services and incidental expenses of CFD No. 50 (West Ontario Logistics Center Services) from July 1, 2022 through June 30, 2023.

Description	Amount
FY 2022-23 Special Tax	
Special Tax- Current	$ 315,342
Total Special Tax Revenues	**$ 315,342**
FY 2022-23 Expenditures	
Special Districts Cost of Services	$ 293,634
Administrative Expenses	$ 18,238
Total Expenditures	**$ 311,872**

Project Status

Provides for ongoing City Services.

Community Facilities District No. 51
Ontario Ranch Logistics Center Services

Location

Community Facilities District No. 51 (Ontario Ranch Logistics Center Services) is located south of Eucalyptus Avenue, north of Merrill Avenue, east of Carpenter Avenue and west of the Cucamonga Creek Channel. CFD No. 51 is a Services CFD comprised of approximately 119 acres of non-residential development which provides for ongoing City Services.

Funds Collected and Expended

The table below shows the amount of special taxes collected and the expenditures made to fund authorized Special Districts Cost of Services and incidental expenses of CFD No. 51 (Ontario Ranch Logistics Center Services) from July 1, 2022 through June 30, 2023.

Description	Amount
FY 2022-23 Special Tax	
Special Tax- Current	$ 668,943
Total Special Tax Revenues	**$ 668,943**
FY 2022-23 Expenditures	
Special Districts Cost of Services	$ 622,895
Administrative Expenses	$ 29,497
Total Expenditures	**$ 652,392**

Project Status

Provides for ongoing City Services.

Community Facilities District No. 58
Colony Commerce Center East Services

Location

Community Facilities District No. 58 (Colony Commerce Center East Services) is located south of Merrill Avenue, north of the County Line Channel, east of Cucamonga Channel, and west of Archibald Avenue. CFD No. 58 is a Services CFD comprised of approximately 82 acres of non-residential development which provides for ongoing City Services.

Funds Collected and Expended

The table below shows the amount of special taxes collected and the expenditures made to fund authorized Special Districts Cost of Services and incidental expenses of CFD No. 58 (Colony Commerce Center East Services) from July 1, 2022 through June 30, 2023.

Description	Amount
FY 2022-23 Special Tax	
Special Tax- Current	$ 443,737
Total Special Tax Revenues	**$ 443,737**
FY 2022-23 Expenditures	
Special Districts Cost of Services	$ 413,193
Administrative Expenses	$ 24,133
Total Expenditures	**$ 437,326**

Project Status

Provides for ongoing City Services.

Community Facilities District No. 60
Ontario Ranch Business Park Services

Location

Community Facilities District No. 60 (Ontario Ranch Business Park Services) is located south of Eucalyptus Avenue, north of Merrill Avenue, east of Euclid Avenue and west of Sultana Avenue. CFD No. 60 is a Services CFD comprised of approximately 86 acres of non-residential development which provides for ongoing City Services.

Funds Collected and Expended

The table below shows the amount of special taxes collected and the expenditures made to fund authorized Special Districts Cost of Services and incidental expenses of CFD No. 60 (Ontario Ranch Business Park Services) from July 1, 2022 through June 30, 2023.

Description	Amount
FY 2022-23 Special Tax	
Special Tax- Current	$ 289,498
Total Special Tax Revenues	**$ 289,498**
FY 2022-23 Expenditures	
Special Districts Cost of Services	$ 269,570
Administrative Expenses	$ 17,575
Total Expenditures	**$ 287,145**

Project Status

Provides for ongoing City Services.

Community Facilities District No. 61
Merrill Commerce Center Services

Location

Community Facilities District No. 61 (Merrill Commerce Center Services) is located south of Eucalyptus Avenue, north of Merrill Avenue, east of Grove Avenue and west of Carpenter Avenue. CFD No. 61 is a Services CFD comprised of approximately 151 acres of non-residential development which provides for ongoing City Services.

Funds Collected and Expended

The table below shows the amount of special taxes collected and the expenditures made to fund authorized Special Districts Cost of Services and incidental expenses of CFD No. 61 (Merrill Commerce Center Services) from July 1, 2022 through June 30, 2023.

Description	Amount
FY 2022-23 Special Tax	
Special Tax- Current	$ 368,576
Total Special Tax Revenues	**$ 368,576**
FY 2022-23 Expenditures	
Special Districts Cost of Services	$ 343,204
Administrative Expenses	$ 19,940
Total Expenditures	**$ 363,144**

Project Status

Provides for ongoing City Services.

City of Ontario
Summary of Services Community Facilities Districts
Special Taxes Levied and Expended for Fiscal Year 2022-23
(As Required by CA Govt. Code Section 50075.3)

CFD No.	CFD Name	Fund	2022-23 Special Tax Current	2022-23 Special Tax Penalty	2022-23 Special Tax Prior	2022-23 Total Special Tax Revenue	Administrative Expenses	Special Districts Cost of Services	2022-23 Expenditures Total
9	Edenglen	2920	$ 612,624	$ 620	$ 3,023	$ 616,267	$ 70,694	$ 545,720	$ 616,414
10	Ontario Airport Towers	2910	$ 12,218	$ -	$ -	$ 12,218	$ 5,331	$ -	$ 5,331
19	Countryside Phase 1 - Services	2920	$ 326,211	$ 148	$ 780	$ 327,139	$ 58,946	$ 271,966	$ 330,912
20	WalMart	2910	$ 33,024	$ -	$ -	$ 33,024	$ 5,994	$ -	$ 5,994
21	Parkside	2910	$ 66,839	$ 79	$ 386	$ 67,304	$ 7,073	$ -	$ 7,073
23	Park Place Services	2920	$ 1,846,115	$ 5,805	$ 27,884	$ 1,879,804	$ 108,269	$ 1,746,281	$ 1,854,550
27	New Haven Services	2920	$ 2,661,088	$ 1,187	$ 7,856	$ 2,670,131	$ 133,800	$ 2,492,939	$ 2,626,739
32	Archibald/Schaefer - Services	2920	$ 404,154	$ -	$ -	$ 404,154	$ 61,520	$ 348,588	$ 410,108
37	Park & Turner NE Services	2920	$ 472,716	$ 90	$ 780	$ 473,586	$ 63,726	$ 423,343	$ 487,069
44	Esperanza Services	2920	$ 695,883	$ 1,239	$ 5,526	$ 702,648	$ 70,879	$ 641,138	$ 712,017
47	Colony Commerce Center West I Services	2920	$ 339,430	$ -	$ -	$ 339,430	$ 28,270	$ 316,065	$ 344,335
48	Tevelde Services	2920	$ 620,666	$ 667	$ 4,682	$ 626,015	$ 68,415	$ 563,413	$ 631,828
49	Avenue 176 Services	2920	$ 251,875	$ 921	$ 5,463	$ 258,259	$ 56,647	$ 206,290	$ 262,937
50	West Ontario Logistics Center Services	2920	$ 315,342	$ -	$ -	$ 315,342	$ 18,238	$ 293,634	$ 311,872
51	Ontario Ranch Logistics Center Services	2920	$ 668,943	$ -	$ -	$ 668,943	$ 29,497	$ 622,895	$ 652,392
58	Colony Commerce Center East Services	2920	$ 443,737	$ -	$ -	$ 443,737	$ 24,133	$ 413,193	$ 437,326
60	Ontario Ranch Business Park Services	2920	$ 289,498	$ -	$ -	$ 289,498	$ 17,575	$ 269,570	$ 287,145
61	Merrill Commerce Center Services	2920	$ 368,576	$ -	$ -	$ 368,576	$ 19,940	$ 343,204	$ 363,144
		Total	**$10,428,939**	**$ 10,756**	**$ 56,380**	**$ 10,496,075**	**$ 848,947**	**$ 9,498,239**	**$ 10,347,186**

Ontario Facilities CFDs

Community Facilities District No. 13
California Commerce Center- Phase IV

Location

Community Facilities District No. 13 (California Commerce Center- Phase IV) is located south of Francis Street, generally north of Mission Boulevard, east of Haven Avenue and west of Milliken Avenue. CFD No. 13 is a Facilities CFD comprised of approximately 103 acres of commercial/industrial development, with 1.96 million square feet of industrial development, and 1 parcel of commercial development totaling approximately 20,000 square feet of floor space.

Authorized Facilities and Bonds

CFD No. 13 (California Commerce Center- Phase IV) was formed to finance major public improvements which include street and traffic circulation facilities, water and recycled water system facilities, sewer system facilities, storm drain facilities and other public infrastructure improvements for the benefit of the district. The City in 2021 refunded the prior special tax bonds (Series 2008) which were issued in the aggregate principal amount of $4,635,000.

Funds Collected and Expended

The table below shows the amount of special taxes collected and the expenditures made to fund the authorized facilities and incidental expenses of CFD No. 13 (California Commerce Center-Phase IV) from July 1, 2022 through June 30, 2023.

Description	**Amount**
FY 2022-23 Special Tax	
Special Tax- Current	$ 308,437
Total Special Tax Revenues	**$ 308,437**
FY 2022-23 Expenditures	
Bond Interest – 9/1/2022	$ 64,100
Bond Principal – 9/1/2022	$ 135,000
Bond Interest – 3/1/2023	$ 61,400
Administrative Expenses	$ 31,206
Trustee Administrative Expense	$ 2,350
Total Expenditures	**$ 294,056**

Original Funding Sources and Usage of Bond Proceeds

The following tables show the Original Funding Sources and Usage of the Series 2008 and Series 2021 Bond Proceeds, and the June 30, 2023, ending account balances. The amounts levied pay the administrative expenses and the annual debt service payments (principal and interest).

Original Funding Sources and Usage of Bond Proceeds	Series 2008 Issued 7/16/2008	Series 2021 Issued 6/16/2021
Funding Sources:		
Principal Amount of the Bonds	$ 4,635,000	$ 3,205,000
Original Issue Premium/(Discount)	$ (70,951)	$ 408,487
Funds from Series 2008 Bond Accounts	$ -	$ 893,149
Total	**$ 4 ,564,049**	**$ 4,506,636**
Usage:		
Acquisition and Construction Account	$ 3,887,060	$ -
Escrow Account	$ -	$ 3,720,544
Reserve Account	$ 340,336	$ 266,000
Capitalized Interest Account	$ 34,032	$ 26,708
Administrative Expense Account	$ -	$ 225,850
Cost of Issuance Account	$ 302,620	$ 267,533
Total	**$ 4,564,049**	**$ 4,506,636**

Ending Balance	
Series 2008: Bonds Paid out- No longer Active	
Series 2021:	
Account	**6/30/2023**
Reserve	$ 269,020
Interest	$ 4,427
Administrative Expense	$ 225,008
Total	**$ 498,455**

Project Status

All improvements funded by the original 2008 Bond series are complete. There were no Improvement/Construction Funds associated with the refunding of the bonds in the District.

Community Facilities District No. 24
Park Place Facilities Phase 1

Location

Community Facilities District No. 24 (Park Place Facilities Phase 1) is located east of Archibald Avenue, west of Haven Avenue, generally south of Merrill Avenue and north of Bellegrave Avenue. CFD No. 24 is a Facilities CFD comprised of approximately 175 acres of residential development.

Authorized Facilities and Bonds

CFD No. 24 (Park Place Facilities Phase 1) was formed to finance major public improvements which include water and recycled water system facilities, sewer system facilities, fiber optic system facilities, streets and traffic circulation system facilities and public park facilities for the benefit of residents within the district. The District has one series of bonds: The Park Place Facilities Phase 1 Special Tax Bonds, Series 2016.

Funds Collected and Expended

The table below shows the amount of special taxes collected and the expenditures made to fund the authorized facilities and incidental expenses of CFD No. 24 (Park Place Facilities Phase 1) from July 1, 2022 through June 30, 2023.

Description	Amount
FY 2022-23 Special Tax	
Special Tax- Current	$ 1,065,550
Special Tax- Penalty	$ 3,723
Special Tax- Prior	$ 17,565
Total Special Tax Revenues	**$ 1,086,838**
FY 2022-23 Expenditures	
Bond Interest – 9/1/2022	$ 322,734
Bond Principal – 9/1/2022	$ 350,000
Bond Interest – 3/1/2023	$ 315,734
Administrative Expenses	$ 72,535
Trustee Administrative Expense	$ 2,100
Total Expenditures	**$ 1,063,103**

Original Funding Sources and Usage of Bond Proceeds

The following table shows the Original Funding Sources and Usage of the Series 2016 Bond Proceeds, and the June 30, 2023, ending account balances. The amounts levied pay the administrative expenses, debt service (principal and interest) and future infrastructure improvements funded or constructed by the City.

Original Funding Sources and Usage of Bond Proceeds	Series 2016 Issued 9/8/2016
Funding Sources:	
Principal Amount of the Bonds	$ 16,135,000
Original Issue Premium/(Discount)	$ 1,975,230
Underwriter's Discount	$ (201,695)
Total	**$ 17,908,535**
Usage:	
SL Ontario Acquisition Account	$ 3,437,725
City Facilities Account	$ 3,093,341
Reserve Account	$ 995,469
Administrative Expense Account	$ 15,000
Cost of Issuance Account	$ 367,000
Total	**$ 17,908,535**
Ending Balance	
Account	**6/30/2023**
City Facilities	$ 51
Administrative Expense	$ 174,436
Reserve	$ 995,469
Total	**$ 1,169,956**

Project Status

The construction of facilities is ongoing.

Community Facilities District No. 25
Park Place Facilities Phase II

Location

Community Facilities District No. 25 (Park Place Facilities Phase II) is located east of Archibald Avenue, west of Celebration Avenue, south of Parkview Street and north of Merrill Avenue. CFD No. 25 is a Facilities CFD comprised of approximately 54 acres of residential development.

Authorized Facilities and Bonds

CFD No. 25 (Park Place Facilities Phase II) was formed to finance major public improvements which include street improvements and public park improvements for the benefit of residents within the district. The District has one series of bonds: The Park Place Facilities Phase II Special Tax Bonds, Series 2019.

Funds Collected and Expended

The table below shows the amount of special taxes collected and the expenditures made to fund the authorized facilities and incidental expenses of CFD No. 25 (Park Place Facilities Phase II) from July 1, 2022 through June 30, 2023.

Description	Amount
FY 2022-23 Special Tax	
Special Tax- Current	$ 652,302
Special Tax- Penalty	$ 505
Special Tax- Prior	$ 4,229
Total Special Tax Revenues	**$ 657,036**
FY 2022-23 Expenditures	
Bond Interest – 9/1/2022	$ 186,838
Bond Principal – 9/1/2022	$ 150,000
Bond Interest – 3/1/2023	$ 183,838
Administrative Expenses	$ 50,732
Trustee Administrative Expense	$ 2,350
Total Expenditures	**$ 573,758**

Original Funding Sources and Usage of Bond Proceeds

The following table shows the Original Funding Sources and Usage of the Series 2019 Bond Proceeds, and the June 30, 2023, ending account balances. The amounts levied pay the administrative expenses, debt service (principal and interest) and future infrastructure improvements funded or constructed by the City.

Original Funding Sources and Usage of Bond Proceeds	Series 2019 Issued 1/24/2019
Funding Sources:	
Principal Amount of the Bonds	$ 8,615,000
Original Issue Premium/(Discount)	$ 392,946
Underwriter's Discount	$ (102,538)
Total	**$ 8,905,408**
Usage:	
SL Ontario Acquisition Account	$ 5,320,555
NMC Acquisition Account	$ 2,785,853
Reserve Account	$ 525,000
Administrative Expense Account	$ 40,000
Cost of Issuance Account	$ 234,000
Total	**$ 8,905,408**
Ending Balance	
Account	**6/30/2023**
NMC Acquisition	$ 24,524
City Facilities	$ 45
Administrative Expense	$ 108,169
Reserve	$ 530,960
Total	**$ 663,698**

Project Status

The construction and acquisition of facilities is ongoing.

Community Facilities District No. 26
Park Place Facilities Phase III

Location

Community Facilities District No. 26 (Park Place Facilities Phase III) is located east of Celebration Avenue, west of Haven Avenue, south of Parkview Street and north of Merrill Avenue. CFD No. 26 is a Facilities CFD comprised of approximately 33 acres of residential development.

Authorized Facilities and Bonds

CFD No. 26 (Park Place Facilities Phase III) was formed to finance major public improvements which include water and recycled water system facilities, fiber optic system facilities, and storm drain collection system facilities improvements for the benefit of residents within the district. The District has one series of bonds: The Park Place Facilities Phase III Special Tax Bonds, Series 2019.

Funds Collected and Expended

The table below shows the amount of special taxes collected and the expenditures made to fund the authorized facilities and incidental expenses of CFD No. 26 (Park Place Facilities Phase III) from July 1, 2022 through June 30, 2023.

Description	**Amount**
FY 2022-23 Special Tax	
Special Tax- Current	$ 671,048
Special Tax- Penalty	$ 518
Special Tax- Prior	$ 2,205
Total Special Tax Revenues	**$ 673,771**
FY 2022-23 Expenditures	
Bond Interest – 9/1/2022	$ 191,150
Bond Principal – 9/1/2022	$ 155,000
Bond Interest – 3/1/2023	$ 188,050
Administrative Expenses	$ 51,723
Trustee Administrative Expense	$ 2,350
Total Expenditures	**$ 588,273**

Original Funding Sources and Usage of Bond Proceeds

The following table shows the Original Funding Sources and Usage of the Series 2019 Bond Proceeds, and the June 30, 2023 ending account balances. The amounts levied pay the administrative expenses, debt service (principal and interest) and future infrastructure improvements funded or constructed by the City.

Original Funding Sources and Usage of Bond Proceeds	Series 2019 Issued 9/18/2019
Funding Sources:	
Principal Amount of the Bonds	$ 8,835,000
Original Issue Premium/(Discount)	$ 1,289,934
Underwriter's Discount	$ (107,470)
Total	**$ 10,017,464**
Usage:	
SL Ontario Acquisition Account	$ 1,768,152
NMC Acquisition Account	$ 7,498,412
Reserve Account	$ 540,900
Cost of Issuance Account	$ 210,000
Total	**$ 10,017,464**
Ending Balance	
Account	**6/30/2023**
NMC Acquisition	$ 39,244
Administrative Expense	$ 13,543
Reserve	$ 547,040
Total	**$ 599,827**

Project Status

The construction and acquisition of facilities is ongoing.

Community Facilities District No. 28
New Haven Facilities – Area A

Location

Community Facilities District No. 28 (New Haven Facilities – Area A) is located generally east of Turner Avenue, west of Haven Avenue, south of Schaefer Avenue and north of Ontario Ranch Road. CFD No. 28 is a Facilities CFD comprised of approximately 53 acres of residential development.

Authorized Facilities and Bonds

CFD No. 28 (New Haven Facilities – Area A) was formed to finance major public improvements which include water and recycled water system facilities, fiber optic system facilities, sewer collection system facilities and streets and traffic circulation system facilities improvements for the benefit of residents within the district. The District has one series of bonds: The New Haven Facilities – Area A Special Tax Bonds, Series 2017.

Funds Collected and Expended

The table below shows the amount of special taxes collected and the expenditures made to fund the authorized facilities and incidental expenses of CFD No. 28 (New Haven Facilities – Area A) from July 1, 2022 through June 30, 2023.

Description	Amount
FY 2022-23 Special Tax	
Special Tax- Current	$ 683,344
Special Tax- Penalty	$ 394
Special Tax- Prior	$ 3,027
Total Special Tax Revenues	**$ 686,765**
FY 2022-23 Expenditures	
Bond Interest – 9/1/2022	$ 187,347
Bond Principal – 9/1/2022	$ 185,000
Bond Interest – 3/1/2023	$ 183,647
Administrative Expenses	$ 52,108
Trustee Administrative Expense	$ 2,500
Total Expenditures	**$ 610,602**

Original Funding Sources and Usage of Bond Proceeds

The following table shows the Original Funding Sources and Usages of the Series 2017 Bond Proceeds, and the June 30, 2023 ending account balances. The amounts levied pay the administrative expenses, debt service (principal and interest) and future infrastructure improvements funded or constructed by the City.

Original Funding Sources and Usage of Bond Proceeds	Series 2017 Issued 3/29/2017
Funding Sources:	
Principal Amount of the Bonds	$ 9,010,000
Original Issue Premium/(Discount)	$ 37,567
Underwriter's Discount	$ (112,625)
Total	**$ 8,934,942**
Usage:	
BrookCal Ontario Acquisition Account	$ 4,457,345
NMC Acquisition Account	$ 3,692,607
Reserve Account	$ 562,800
Administrative Expense Account	$ 20,190
Cost of Issuance Account	$ 202,000
Total	**$ 8,934,942**
Ending Balance	
Account	**6/30/2023**
NMC Acquisition	$ 25,994
Administrative Expense	$ 212,709
Reserve	$ 562,800
Total	**$ 801,503**

Project Status

The construction and acquisition of facilities is ongoing.

Community Facilities District No. 30
New Haven Facilities – Area B

Location

Community Facilities District No. 30 (New Haven Facilities – Area B) is located generally east of Turner Avenue, west of Haven Avenue, south of Schaefer Avenue and north of Ontario Ranch Road. CFD No. 30 is a Facilities CFD comprised of approximately 58 acres of residential development.

Authorized Facilities and Bonds

CFD No. 30 (New Haven Facilities – Area B) was formed to finance major public improvements which include water and recycled water system facilities, fiber optic system facilities, sewer collection system facilities and streets and traffic circulation system facilities improvements for the benefit of residents within the district. The District has one series of bonds: The New Haven Facilities – Area B Special Tax Bonds, Series 2017.

Funds Collected and Expended

The table below shows the amount of special taxes collected and the expenditures made to fund the authorized facilities and incidental expenses of CFD No. 30 (New Haven Facilities – Area B) from July 1, 2022 through June 30, 2023.

Description	**Amount**	
FY 2022-23 Special Tax		
Special Tax- Current	$	960,912
Special Tax- Penalty	$	421
Special Tax- Prior	$	2,597
Total Special Tax Revenues	**$**	**963,930**
FY 2022-23 Expenditures		
Bond Interest – 9/1/2022	$	253,009
Bond Principal – 9/1/2022	$	290,000
Bond Interest – 3/1/2023	$	247,209
Administrative Expenses	$	68,020
Trustee Administrative Expense	$	2,350
Total Expenditures	**$**	**860,588**

Original Funding Sources and Usage of Bond Proceeds

The following table shows the Original Funding Sources and Usage of the Series 2017 Bond Proceeds, and the June 30, 2023 ending account balances. The amounts levied pay the administrative expenses, debt service (principal and interest) and future infrastructure improvements funded or constructed by the City.

Original Funding Sources and Usage of Bond Proceeds	Series 2017 Issued 12/20/2017
Funding Sources:	
Principal Amount of the Bonds	$ 14,000,000
Original Issue Premium/(Discount)	$ 337,809
Underwriter's Discount	$ (175,000)
Total	**$ 14,162,809**
Usage:	
BrookCal Ontario Acquisition Account	$ 2,672,949
City Facilities Account	$ 10,353,320
Reserve Account	$ 797,419
Administrative Expense Account	$ 84,121
Cost of Issuance Account	$ 255,000
Total	**$ 14,162,809**
Ending Balance	
Account	**6/30/2023**
NMC Acquisition	$ 23,905
City Facilities	$ 26
Administrative Expense	$ 142,081
Reserve	$ 806,471
Total	**$ 972,483**

Project Status

The construction and acquisition of facilities is ongoing.

Community Facilities District No. 33
Archibald/Schaefer - Facilities

Location

Community Facilities District No. 33 (Archibald/Schaefer - Facilities) is located east of Archibald Avenue, west of Turner Avenue, south of Schaefer Avenue and north of La Avenida Drive. CFD No. 33 is a Facilities CFD comprised of approximately 50 acres of residential development.

Authorized Facilities and Bonds

CFD No. 33 (Archibald/Schaefer - Facilities) was formed to finance major public improvements which include water and recycled water system facilities, fiber optic system facilities and street and traffic circulation system facilities improvements for the benefit of residents within the district. The District has one series of bonds: The Archibald/Schaefer - Facilities Special Tax Bonds, Series 2019.

Funds Collected and Expended

The table below shows the amount of special taxes collected and the expenditures made to fund the authorized facilities and incidental expenses of CFD No. 33 (Archibald/Schaefer - Facilities) from July 1, 2022 through June 30, 2023.

Description	**Amount**
FY 2022-23 Special Tax	
Special Tax- Current	$ 500,106
Total Special Tax Revenues	**$ 500,106**
FY 2022-23 Expenditures	
Bond Interest – 9/1/2022	$ 134,125
Bond Principal – 9/1/2022	$ 105,000
Bond Interest – 3/1/2023	$ 132,025
Administrative Expenses	$ 41,317
Trustee Administrative Expense	$ 2,350
Total Expenditures	**$ 414,817**

Original Funding Sources and Usage of Bond Proceeds

The following table shows the Original Funding Sources and Usage of the Series 2019 Bond Proceeds, and the June 30, 2023 ending account balances. The amounts levied pay the administrative expenses, debt service (principal and interest) and future infrastructure improvements funded or constructed by the City.

Original Funding Sources and Usage of Bond Proceeds	Series 2019 Issued 10/17/2019
Funding Sources:	
Principal Amount of the Bonds	$ 5,990,000
Original Issue Premium/(Discount)	$ 867,384
Underwriter's Discount	$ (77,306)
Total	**$ 6,780,078**
Usage:	
Western Pacific Acquisition Account	$ 2,620,316
NMC Acquisition Account	$ 3,556,512
Reserve Account	$ 375,250
Cost of Issuance Account	$ 228,000
Total	**$ 6,780,078**
Ending Balance	
Account	**6/30/2023**
NMC Acquisition	$ 1
Administrative Expense	$ 117,564
Reserve	$ 379,510
Total	**$ 497,075**

Project Status

The construction and acquisition of facilities is ongoing.

Community Facilities District No. 34
Countryside Phase 1 North - Facilities

Location

Community Facilities District No. 34 (Countryside Phase 1 North - Facilities) is located east of the Cucamonga Creek Channel, west of Archibald Avenue, south of Riverside Drive and north of Chino Avenue. CFD No. 34 is a Facilities CFD comprised of approximately 50 acres of residential development.

Authorized Facilities and Bonds

CFD No. 34 (Countryside Phase 1 North - Facilities) was formed to finance major public improvements which include water and recycled water system facilities, fiber optic system facilities, streets and traffic circulation system facilities, and storm drain facilities improvements for the benefit of residents within the district. The District has one series of bonds: The Countryside Phase 1 North - Facilities Special Tax Bonds, Series 2018.

Funds Collected and Expended

The table below shows the amount of special taxes collected and the expenditures made to fund the authorized facilities and incidental expenses of CFD No. 34 (Countryside Phase 1 North - Facilities) from July 1, 2022 through June 30, 2023.

Description	Amount
FY 2022-23 Special Tax	
Special Tax- Current	$ 538,460
Special Tax- Penalty	$ 264
Special Tax- Prior	$ 1,391
Total Special Tax Revenues	**$ 540,115**
FY 2022-23 Expenditures	
Bond Interest – 9/1/2022	$ 144,678
Bond Principal – 9/1/2022	$ 165,000
Bond Interest – 3/1/2023	$ 142,203
Administrative Expenses	$ 43,452
Trustee Administrative Expense	$ 2,350
Total Expenditures	**$ 497,683**

Original Funding Sources and Usage of Bond Proceeds

The following table shows the Original Funding Sources and Usage of the Series 2018 Bond Proceeds, and the June 30, 2023 ending account balances. The amounts levied pay the administrative expenses, debt service (principal and interest) and future infrastructure improvements funded or constructed by the City.

Original Funding Sources and Usage of Bond Proceeds	Series 2018 Issued 2/14/2018
Funding Sources:	
Principal Amount of the Bonds	$ 7,920,000
Original Issue Premium/(Discount)	$ 177,447
Underwriter's Discount	$ (78,980)
Total	**$ 8,018,467**
Usage:	
Forestar Acquisition Account	$ 7,279,247
Reserve Account	$ 454,800
Interest Account	$ 59,420
Cost of Issuance Account	$ 225,000
Total	**$ 8,018,467**
Ending Balance	
Account	**6/30/2023**
NMC Acquisition	$ 22,516
Administrative Expense	$ 189,667
Reserve	$ 459,963
Cost of Issuance	$ 6,631
Total	**$ 678,777**

Project Status

The construction and acquisition of facilities is ongoing.

Community Facilities District No. 38
Park & Turner NE Facilities

Location

Community Facilities District No. 38 (Park & Turner NE Facilities) is located east of Turner Avenue, west of Haven Avenue, south of Ontario Ranch Road and north of Eucalyptus Avenue. CFD No. 38 is a Facilities CFD comprised of approximately 49 acres of residential development.

Authorized Facilities and Bonds

CFD No. 38 (Park & Turner NE Facilities) was formed to finance major public improvements which include water and recycled water system facilities, sewer system facilities, fiber optic system facilities and streets and traffic circulation system facilities improvements for the benefit of residents within the district. The District has one series of bonds: The Park & Turner NE Facilities Special Tax Bonds, Series 2019.

Funds Collected and Expended

The table below shows the amount of special taxes collected and the expenditures made to fund the authorized facilities and incidental expenses of CFD No. 38 (Park & Turner NE Facilities) from July 1, 2022 through June 30, 2023.

Description	**Amount**
FY 2022-23 Special Tax	
Special Tax- Current	$ 793,266
Special Tax- Penalty	$ 157
Special Tax- Prior	$ 1,362
Total Special Tax Revenues	**$ 794,785**
FY 2022-23 Expenditures	
Bond Interest – 9/1/2022	$ 228,834
Bond Principal – 9/1/2022	$ 190,000
Bond Interest – 3/1/2023	$ 225,984
Administrative Expenses	$ 58,527
Trustee Administrative Expense	$ 2,350
Total Expenditures	**$ 705,695**

Original Funding Sources and Usage of Bond Proceeds

The following table shows the Original Funding Sources and Usage of the Series 2019 Bond Proceeds, and the June 30, 2023 ending account balances. The amounts levied pay the administrative expenses, debt service (principal and interest) and future infrastructure improvements funded or constructed by the City.

Original Funding Sources and Usage of Bond Proceeds	Series 2019 Issued 4/11/2019
Funding Sources:	
Principal Amount of the Bonds	$ 10,450,000
Original Issue Premium/(Discount)	$ 900,112
Underwriter's Discount	$ (122,725)
Total	**$ 11,227,387**
Usage:	
Lennar Acquisition Account	$ 2,490,319
NMC Acquisition Account	$ 7,855,067
Reserve Account	$ 648,000
Cost of Issuance Account	$ 234,000
Total	**$ 11,227,387**
Ending Balance	
Account	**6/30/2023**
NMC Acquisition	$ 16,161
Administrative Expense	$ 159,036
Reserve	$ 655,356
Total	**$ 830,553**

Project Status

The construction and acquisition of facilities is ongoing.

Community Facilities District No. 39
New Haven Facilities – Area C

Location

Community Facilities District No. 39 (New Haven Facilities – Area C) is located east of Turner Avenue, west of Haven Avenue, north of Edison Avenue and south of Ontario Ranch Road. CFD No. 39 is a Facilities CFD comprised of approximately 22 acres of residential development.

Authorized Facilities and Bonds

CFD No. 39 (New Haven Facilities – Area C) was formed to finance major public improvements which include water and recycled water system facilities, fiber optic system facilities, sewer collection system facilities and streets and traffic circulation system facilities improvements for the benefit of residents within the district. The District has one series of bonds: The New Haven Facilities – Area C Special Tax Bonds, Series 2019.

Funds Collected and Expended

The table below shows the amount of special taxes collected and the expenditures made to fund the authorized facilities and incidental expenses of CFD No. 39 (New Haven Facilities – Area C) from July 1, 2022 through June 30, 2023.

Description	**Amount**
FY 2022-23 Special Tax	
Special Tax- Current	$ 404,699
Special Tax- Penalty	$ 532
Special Tax- Prior	$ 4,095
Total Special Tax Revenues	**$ 409,326**
FY 2022-23 Expenditures	
Bond Interest – 9/1/2022	$ 95,100
Bond Principal – 9/1/2022	$ 105,000
Bond Interest – 3/1/2023	$ 94,050
Administrative Expenses	$ 35,868
Trustee Administrative Expense	$ 2,350
Total Expenditures	**$ 332,368**

Original Funding Sources and Usage of Bond Proceeds

The following table shows the Original Funding Sources and Usage of the Series 2019 Bond Proceeds, and the June 30, 2023 ending account balances. The amounts levied pay the administrative expenses, debt service (principal and interest) and future infrastructure improvements funded or constructed by the City.

Original Funding Sources and Usage of Bond Proceeds	Series 2019 Issued 2/26/2019
Funding Sources:	
Principal Amount of the Bonds	$ 5,115,000
Original Issue Premium/(Discount)	$ 13,203
Underwriter's Discount	$ (68,181)
Total	**$ 5,060,022**
Usage:	
BrookCal Ontario Acquisition Account	$ 1,876,127
NMC Acquisition Account	$ 2,621,307
Reserve Account	$ 295,588
Administrative Expense Account	$ 40,000
Cost of Issuance Account	$ 227,000
Total	**$ 5,060,022**
Ending Balance	
Account	**6/30/2023**
Administrative Expense	$ 220,164
Reserve	$ 298,943
Total	**$ 519,107**

Project Status

The construction and acquisition of facilities is ongoing.

Community Facilities District No. 40
Emerald Park Facilities

Location

Community Facilities District No. 40 (Emerald Park Facilities) is located east of Archibald Avenue, west of Broadway Avenue, south of La Avenida Drive and north of Ontario Ranch Road. CFD No. 40 is a Facilities CFD comprised of approximately 24 acres of residential development.

Authorized Facilities and Bonds

CFD No. 40 (Emerald Park Facilities) was formed to finance major public improvements which include fiber optic system facilities, and streets and traffic circulation system facilities improvements for the benefit of residents within the district. The District has one series of bonds: The Emerald Park Facilities Special Tax Bonds, Series 2020.

Funds Collected and Expended

The table below shows the amount of special taxes collected and the expenditures made to fund the authorized facilities and incidental expenses of CFD No. 40 (Emerald Park Facilities) from July 1, 2022 through June 30, 2023.

Description	**Amount**
FY 2022-23 Special Tax	
Special Tax- Current	$ 494,374
Total Special Tax Revenues	**$ 494,374**
FY 2022-23 Expenditures	
Bond Interest – 9/1/2022	$ 123,025
Bond Principal – 9/1/2022	$ 120,000
Bond Interest – 3/1/2023	$ 121,225
Administrative Expenses	$ 40,982
Trustee Administrative Expense	$ 2,350
Total Expenditures	**$ 407,582**

Original Funding Sources and Usage of Bond Proceeds

The following table shows the Original Funding Sources and Usage of the Series 2020 Bond Proceeds, and the June 30, 2023 ending account balances. The amounts levied pay the administrative expenses, debt service (principal and interest) and future infrastructure improvements funded or constructed by the City.

Original Funding Sources and Usage of Bond Proceeds	Series 2020 Issued 8/13/2020
Funding Sources:	
Principal Amount of the Bonds	$ 6,340,000
Original Issue Premium/(Discount)	$ 663,463
Underwriter's Discount	$ (79,369)
Total	**$ 6,924,094**
Usage:	
BrookCal Ontario Acquisition Account	$ 3,444,588
NMC Acquisition Account	$ 2,910,106
Reserve Account	$ 369,400
Cost of Issuance Account	$ 200,000
Total	**$ 6,924,094**
Ending Balance	
Account	**6/30/2023**
BrookCal Ontario Acquisition	$ 1,171,441
NMC Acquisition	$ 7,379
Administrative Expense	$ 44,253
Reserve	$ 373,593
Total	**$ 1,596,666**

Project Status

The construction and acquisition of facilities is ongoing.

Community Facilities District No. 41
Canvas Park Facilities

Location

Community Facilities District No. 41 (Canvas Park Facilities) is located east of Haven Avenue, west of Hamner Avenue, north of Ontario Ranch Road and south of Chino Avenue. CFD No. 41 is a Facilities CFD comprised of approximately 45 acres of residential development.

Authorized Facilities and Bonds

CFD No. 41 (Canvas Park Facilities) was formed to finance major public improvements which include fiber optic system facilities, and streets and traffic circulation system facilities improvements for the benefit of residents within the district. The District has one series of bonds: The Canvas Park Facilities Special Tax Bonds, Series 2022.

Funds Collected and Expended

The table below shows the amount of special taxes collected and the expenditures made to fund the authorized facilities and incidental expenses of CFD No. 41 (Canvas Park Facilities) from July 1, 2022 through June 30, 2023.

Description	**Amount**
FY 2022-23 Special Tax	
Special Tax- Current	$ 905,231
Total Special Tax Revenues	**$ 905,231**
FY 2022-23 Expenditures	
Bond Interest – 9/1/2022	$ 308,256
Bond Principal – 9/1/2022	$ 170,000
Bond Interest – 3/1/2023	$ 273,500
Administrative Expenses	$ 64,807
Trustee Administrative Expense	$ 2,350
Total Expenditures	**$ 818,913**

Original Funding Sources and Usage of Bond Proceeds

The following table shows the Original Funding Sources and Usage of the Series 2022 Bond Proceeds, and the June 30, 2023 ending account balances. The amounts levied pay the administrative expenses, debt service (principal and interest) and future infrastructure improvements funded or constructed by the City.

Original Funding Sources and Usage of Bond Proceeds	Series 2022 Issued 2/10/2022
Funding Sources:	
Principal Amount of the Bonds	$ 13,845,000
Original Issue Premium/(Discount)	$ 1,430,783
Underwriter's Discount	$ (156,588)
Total	**$ 15,119,195**
Usage:	
BrookCal Ontario Acquisition Account	$ 6,000,000
NMC Acquisition Account	$ 8,069,195
Reserve Account	$ 793,000
Cost of Issuance Account	$ 257,000
Total	**$ 15,119,195**
Ending Balance	
Account	**6/30/2023**
BrookCal Ontario Acquisition	$ 6,186,486
NMC Acquisition	$ 33,227
Administrative Expense	$ 71,431
Reserve	$ 802,002
Total	**$ 7,093,146**

Project Status

The construction and acquisition of facilities is ongoing.

Community Facilities District No. 42
West Haven

Location

Community Facilities District No. 42 (West Haven) is located east of Turner Avenue, west of Haven Avenue, south of Riverside Drive and north of Schaefer Avenue. CFD No. 42 is a Facilities CFD comprised of approximately 47 acres of residential development.

Authorized Facilities and Bonds

CFD No. 42 (West Haven) was formed to finance major public improvements which include water and recycled water system facilities, sewer system facilities, streets and traffic circulation system facilities, storm drain system facilities, and fiber optic system facilities improvements for the benefit of residents within the district. The District has one series of bonds: The West Haven Special Tax Bonds, Series 2022.

Funds Collected and Expended

The table below shows the amount of special taxes collected and the expenditures made to fund the authorized facilities and incidental expenses of CFD No. 42 (West Haven) from July 1, 2022 through June 30, 2023.

Description	**Amount**
FY 2022-23 Special Tax	
Special Tax- Current	$ 580,300
Special Tax- Penalty	$ 314
Special Tax- Prior	$ 1,792
Total Special Tax Revenues	**$ 582,406**
FY 2022-23 Expenditures	
Bond Interest – 9/1/2022	$ 58,469
Bond Interest – 3/1/2023	$ 172,531
Administrative Expenses	$ 54,686
Trustee Administrative Expense	$ 2,350
Total Expenditures	**$ 288,036**

Original Funding Sources and Usage of Bond Proceeds

The following table shows the Original Funding Sources and Usage of the Series 2022 Bond Proceeds, and the June 30, 2023 ending account balances. The amounts levied pay the administrative expenses, debt service (principal and interest) and future infrastructure improvements funded or constructed by the City.

Original Funding Sources and Usage of Bond Proceeds	Series 2022 Issued 6/30/2022
Funding Sources:	
Principal Amount of the Bonds	$ 7,085,000
Original Issue Premium/(Discount)	$ 53,628
Underwriter's Discount	$ (98,763)
Total	**$ 7,039,865**
Usage:	
STG Communities Acquisition Account	$ 3,724,033
NMC Acquisition Account	$ 2,624,832
Reserve Account	$ 457,000
Cost of Issuance Account	$ 234,000
Total	**$ 7,039,865**
Ending Balance	
Account	**6/30/2023**
STG Communities Acquisition	$ 3,836,773
NMC Acquisition	$ 2,932,544
Administrative Expense	$ 53,561
Reserve	$ 462,188
Total	**$ 7,285,066**

Project Status

The construction and acquisition of facilities is ongoing.

Community Facilities District No. 43
Park Place Facilities Phase IV

Location

Community Facilities District No. 43 (Park Place Facilities Phase IV) is located east of Parkplace Avenue, west of Haven Avenue, south of Eucalyptus Avenue and north of Parkview Street. CFD No. 43 is a Facilities CFD comprised of approximately 60 acres of residential development.

Authorized Facilities and Bonds

CFD No. 43 (Park Place Facilities Phase IV) was formed to finance major public improvements which include fiber optic system facilities, and streets and traffic circulation system facilities improvements for the benefit of residents within the district. The District has one series of bonds: The Park Place Facilities Phase IV Special Tax Bonds, Series 2020.

Funds Collected and Expended

The table below shows the amount of special taxes collected and the expenditures made to fund the authorized facilities and incidental expenses of CFD No. 43 (Park Place Facilities Phase IV) from July 1, 2022 through June 30, 2023.

Description	**Amount**
FY 2022-23 Special Tax	
Special Tax- Current	$ 1,072,951
Special Tax- Penalty	$ 5,377
Special Tax- Prior	$ 25,815
Total Special Tax Revenues	**$ 1,104,143**
FY 2022-23 Expenditures	
Bond Interest – 9/1/2022	$ 306,250
Bond Principal – 9/1/2022	$ 300,000
Bond Interest – 3/1/2023	$ 300,250
Administrative Expenses	$ 95,462
Trustee Administrative Expense	$ 2,350
Total Expenditures	**$ 1,004,312**

Original Funding Sources and Usage of Bond Proceeds

The following table shows the Original Funding Sources and Usage of the Series 2020 Bond Proceeds, and the June 30, 2023 ending account balances. The amounts levied pay the administrative expenses, debt service (principal and interest) and future infrastructure improvements funded or constructed by the City.

Original Funding Sources and Usage of Bond Proceeds	Series 2020 Issued 7/30/2020
Funding Sources:	
Principal Amount of the Bonds	$ 15,795,000
Original Issue Premium/(Discount)	$ 1,451,279
Underwriter's Discount	$ (174,619)
Total	**$ 17,071,660**
Usage:	
SL Ontario Acquisition Account	$ 5,227,828
NMC Acquisition Account	$ 10,718,331
Reserve Account	$ 912,500
Cost of Issuance Account	$ 213,000
Total	**$ 17,071,660**
Ending Balance	
Account	**6/30/2023**
NMC Acquisition	$ 18,385
City Facilities	$ 1,018,034
Administrative Expense	$ 46,469
Reserve	$ 922,555
Total	**$ 2,005,443**

Project Status

The construction and acquisition of facilities is ongoing.

Community Facilities District No. 46
Avenue 176 Facilities

Location

Community Facilities District No. 46 (Avenue 176 Facilities) is located east of Archibald Avenue, west of Turner Avenue, south of La Avenida Drive and north of Ontario Ranch Road. CFD No. 46 is a Facilities CFD comprised of approximately 37 acres of residential development.

Authorized Facilities and Bonds

CFD No. 46 (Avenue 176 Facilities) was formed to finance major public improvements which include fiber optic system facilities, and streets and traffic circulation system facilities improvements for the benefit of residents within the district. The District has one series of bonds: The Avenue 176 Facilities Special Tax Bonds, Series 2021.

Funds Collected and Expended

The table below shows the amount of special taxes collected and the expenditures made to fund the authorized facilities and incidental expenses of CFD No. 46 (Avenue 176 Facilities) from July 1, 2022 through June 30, 2023.

Description	Amount
FY 2022-23 Special Tax	
Special Tax- Current	$ 540,058
Special Tax- Penalty	$ 1,920
Special Tax- Prior	$ 11,486
Total Special Tax Revenues	**$ 553,464**
FY 2022-23 Expenditures	
Bond Interest – 9/1/2022	$ 141,275
Bond Principal – 9/1/2022	$ 130,000
Bond Interest – 3/1/2023	$ 139,325
Administrative Expenses	$ 99,272
Trustee Administrative Expense	$ 2,350
Total Expenditures	**$ 512,222**

Original Funding Sources and Usage of Bond Proceeds

The following table shows the Original Funding Sources and Usage of the Series 2021 Bond Proceeds, and the June 30, 2023 ending account balances. The amounts levied pay the administrative expenses, debt service (principal and interest) and future infrastructure improvements funded or constructed by the City.

Original Sources and Uses of Bond Proceeds	Series 2021 Issued 5/13/2021
Funding Sources:	
Principal Amount of the Bonds	$ 7,130,000
Original Issue Premium/(Discount)	$ 878,991
Underwriter's Discount	$ (88,969)
Total	**$ 7,920,022**
Usage:	
Lennar Acquisition Account	$ 1,291,641
NMC Acquisition Account	$ 5,974,981
Reserve Account	$ 414,400
Cost of Issuance Account	$ 239,000
Total	**$ 7,920,022**
Ending Balance	
Account	**6/30/2023**
Lennar Acquisition	$ 1,707,596
NMC Acquisition	$ 23,772
Administrative Expense	$ 77,035
Reserve	$ 419,104
Total	**$ 2,227,507**

Project Status

The construction and acquisition of facilities is ongoing.

Community Facilities District No. 53
Tevelde Facilities

Location

Community Facilities District No. 53 (Tevelde Facilities) is located east of Cucamonga Channel, west of Archibald Avenue, south of Eucalyptus Avenue, and north of Merrill Avenue. CFD No. 53 is a Facilities CFD comprised of approximately 87 acres of residential development.

Authorized Facilities and Bonds

CFD No. 53 (Tevelde Facilities) was formed to finance major public improvements which include water and recycled water system facilities, streets and traffic circulation system facilities, storm drain system facilities, and fiber optic system facilities improvements for the benefit of residents within the district. The District has one series of bonds: The Tevelde Facilities Special Tax Bonds, Series 2021.

Funds Collected and Expended

The table below shows the amount of special taxes collected and the expenditures made to fund the authorized facilities and incidental expenses of CFD No. 53 (Tevelde Facilities) from July 1, 2022 through June 30, 2023.

Description	**Amount**	
FY 2022-23 Special Tax		
Special Tax- Current	$	1,474,336
Special Tax- Penalty	$	1,513
Special Tax- Prior	$	10,593
Total Special Tax Revenues	**$**	**1,486,442**
FY 2022-23 Expenditures		
Bond Interest – 9/1/2022	$	429,100
Bond Interest – 3/1/2023	$	429,100
Administrative Expenses	$	168,828
Trustee Administrative Expense	$	2,350
Total Expenditures	**$**	**1,029,378**

Original Funding Sources and Usage of Bond Proceeds

The following table shows the Original Funding Sources and Usage of the Series 2021 Bond Proceeds, and the June 30, 2023 ending account balances. The amounts levied pay the administrative expenses, debt service (principal and interest) and future infrastructure improvements funded or constructed by the City.

Original Funding Sources and Usage of Bond Proceeds	Series 2021 Issued 8/26/2021
Funding Sources:	
Principal Amount of the Bonds	$ 21,455,000
Original Issue Premium/(Discount)	$ 3,172,006
Underwriter's Discount	$ (229,988)
Total	**$ 24,397,018**
Usage:	
LS-Ontario Acquisition Account	$ 4,579,246
NMC Acquisition Account	$ 18,302.372
Reserve Account	$ 1,265,400
Cost of Issuance Account	$ 250,000
Total	**$ 24,397,018**
Ending Balance	
Account	**6/30/2023**
LS-Ontario Acquisition	$ 2,235
NMC Acquisition	$ 115,080
Administrative Expense	$ 32,071
Reserve	$ 1,279,765
Total	**$ 1,429,151**

Project Status

The construction and acquisition of facilities is ongoing.

Community Facilities District No. 54
Esperanza Facilities

Location

Community Facilities District No. 54 (Esperanza Facilities) is located west of Hamner Avenue, east of Mill Creek Avenue, south of Chatham Street and north of Eucalyptus Avenue. CFD No. 54 is a Facilities CFD comprised of approximately 26 acres of residential development.

Authorized Facilities and Bonds

CFD No. 54 (Esperanza Facilities) was formed to finance major public improvements which include streets and traffic circulation system facilities improvements for the benefit of residents within the district. The District has one series of bonds: The Esperanza Facilities Special Tax Bonds, Series 2022.

Funds Collected and Expended

The table below shows the amount of special taxes collected and the expenditures made to fund the authorized facilities and incidental expenses of CFD No. 54 (Esperanza Facilities) from July 1, 2022 through June 30, 2023.

Description	Amount
FY 2022-23 Special Tax	
Special Tax- Current	$ 468,539
Special Tax- Penalty	$ 1,585
Special Tax- Prior	$ 7,953
Total Special Tax Revenues	**$ 478,077**
FY 2022-23 Expenditures	
Bond Interest – 9/1/2022	$ 84,573
Bond Interest – 3/1/2023	$ 139,663
Administrative Expenses	$ 41,326
Trustee Administrative Expense	$ 2,350
Total Expenditures	**$ 267,912**

Original Funding Sources and Usage of Bond Proceeds

The following table shows the Original Funding Sources and Usage of the Series 2022 Bond Proceeds, and the June 30, 2023 ending account balances. The amounts levied pay the administrative expenses, debt service (principal and interest) and future infrastructure improvements funded or constructed by the City.

Original Funding Sources and Usage of Bond Proceeds	Series 2022 Issued 5/12/2022
Funding Sources:	
Principal Amount of the Bonds	$ 6,135,000
Original Issue Premium/(Discount)	$ 83,830
Underwriter's Discount	$ (81,913)
Total	**$ 6,136,918**
Usage:	
GDC/CDG Esperanza Acquisition Account	$ 859,769
NMC Acquisition Account	$ 4,653,724
Reserve Account	$ 381,425
Cost of Issuance Account	$ 242,000
Total	**$ 6,136,918**
Ending Balance	
Account	**6/30/2023**
GDC/CDG Esperanza Acquisition	$ 886,424
NMC Acquisition	$ 139,453
Administrative Expense	$ 66,511
Reserve	$ 385,755
Total	**$ 1,478,143**

Project Status

The construction and acquisition of facilities is ongoing.

City of Ontario
Summary of Facilities Community Facilities Districts
Special Taxes Levied and Expended for Fiscal Year 2022-23
(As Required by CA Govt. Code Section 50075.3 and 53411)

CFD No.	CFD Name	Fund	2022-23 Special Tax Current	2022-23 Special Tax Penalty	2022-23 Special Tax Prior	2022-23 Total Special Tax Revenue	Debt Service	Administrative Expenses	Trustee Administrative Expense	2022-23 Total Expenditures
13	California Commerce Center- Phase IV	8610	$ 308,437	$ -	$ -	$ 308,437	$ 260,500	$ 31,206	$ 2,350	$ 294,056
24	Park Place Facilities Phase 1	8620	$ 1,065,550	$ 3,723	$ 17,565	$ 1,086,838	$ 988,468	$ 72,535	$ 2,100	$ 1,063,103
25	Park Place Facilities Phase II	8620	$ 652,302	$ 505	$ 4,229	$ 657,036	$ 520,676	$ 50,732	$ 2,350	$ 573,758
26	Park Place Facilities Phase III	8620	$ 671,048	$ 518	$ 2,205	$ 673,771	$ 534,200	$ 51,723	$ 2,350	$ 588,273
28	New Haven Facilities - Area A	8620	$ 683,344	$ 394	$ 3,027	$ 686,765	$ 555,994	$ 52,108	$ 2,500	$ 610,602
30	New Haven Facilities - Area B	8620	$ 960,912	$ 421	$ 2,597	$ 963,930	$ 790,218	$ 68,020	$ 2,350	$ 860,588
33	Archibald/Schaefer - Facilities	8620	$ 500,106	$ -	$ -	$ 500,106	$ 371,150	$ 41,317	$ 2,350	$ 414,817
34	Countryside Phase 1 North - Facilities	8620	$ 538,460	$ 264	$ 1,391	$ 540,115	$ 451,881	$ 43,452	$ 2,350	$ 497,683
38	Park & Turner NE Facilities	8620	$ 793,266	$ 157	$ 1,362	$ 794,785	$ 644,818	$ 58,527	$ 2,350	$ 705,695
39	New Haven Facilities - Area C	8620	$ 404,699	$ 532	$ 4,095	$ 409,326	$ 294,150	$ 35,868	$ 2,350	$ 332,368
40	Emerald Park Facilities	8620	$ 494,374	$ -	$ -	$ 494,374	$ 364,250	$ 40,982	$ 2,350	$ 407,582
41	Canvas Park Facilities	8620	$ 905,231	$ -	$ -	$ 905,231	$ 751,756	$ 64,807	$ 2,350	$ 818,913
42	West Haven	8620	$ 580,300	$ 314	$ 1,792	$ 582,406	$ 231,000	$ 54,686	$ 2,350	$ 288,036
43	Park Place Facilities Phase IV	8620	$ 1,072,951	$ 5,377	$ 25,815	$ 1,104,143	$ 906,500	$ 95,462	$ 2,350	$ 1,004,312
46	Avenue 176 Facilities	8620	$ 540,058	$ 1,920	$ 11,486	$ 553,464	$ 410,600	$ 99,272	$ 2,350	$ 512,222
53	Tevelde Facilities	8620	$ 1,474,336	$ 1,513	$ 10,593	$ 1,486,442	$ 858,200	$ 168,828	$ 2,350	$ 1,029,378
54	Esperanza Facilities	8620	$ 468,539	$ 1,585	$ 7,953	$ 478,077	$ 224,236	$ 41,326	$ 2,350	$ 267,912
		Total	**$ 12,113,913**	**$ 17,223**	**$ 94,110**	**$ 12,225,246**	**$ 9,158,597**	**$ 1,070,851**	**$ 39,850**	**$ 10,269,298**

Ontario Services and Facilities CFDs

Community Facilities District No. 31
Carriage House / Amberly Lane

Location

Community Facilities District No. 31 (Carriage House / Amberly Lane) is located east of Turner Avenue, west of Haven Avenue, south of Chino Avenue and north of Schaefer Avenue. CFD No. 31 is a combination Facilities (Special Tax A) and Services (Special Tax B) CFD comprised of approximately 31 acres of residential development, which also provides for ongoing City Services.

Authorized Facilities and Bonds

CFD No. 31 (Carriage House / Amberly Lane) was formed to finance major public improvements which include water and recycled water system facilities, streets and traffic circulation system facilities, and fiber optic system facilities improvements for the benefit of residents within the district. The District has one series of bonds: The Carriage House / Amberly Lane Special Tax Bonds, Series 2017.

Special Tax A Funds Collected and Expended[1]

The table below shows the amount of facilities special taxes collected and the expenditures made to fund the authorized facilities and incidental expenses of CFD No. 31 (Carriage House / Amberly Lane) from July 1, 2022 through June 30, 2023.

Description	Amount
FY 2022-23 Special Tax	
Special Tax- Current	$ 392,971
Total Special Tax Revenues	**$ 392,971**
FY 2022-23 Expenditures	
Bond Interest – 9/1/2022	$ 100,371
Bond Principal – 9/1/2022	$ 110,000
Bond Interest – 3/1/2023	$ 98,171
Administrative Expenses	$ 34,610
Trustee Administrative Expense	$ 2,850
Total Expenditures	**$ 346,002**

[1]*Special Tax A- Facilities*

Original Funding Sources and Usage of Bond Proceeds

The following table shows the Original Funding Sources and Usage of the Series 2017 Bond Proceeds, and the June 30, 2023 ending account balances. The amounts levied pay the administrative expenses, debt service (principal and interest) and future infrastructure improvements funded or constructed by the City.

Original Funding Sources and Usage of Bond Proceeds	Series 2017 Issued 8/24/2017
Funding Sources:	
Principal Amount of the Bonds	$ 5,075,000
Original Issue Premium/(Discount)	$ 305,418
Underwriter's Discount	$ (63,438)
Total	**$ 5,316,981**
Usage:	
Lennar Acquisition Account	$ 1,123,455
NMC Acquisition Account	$ 3,687,388
Reserve Account	$ 311,343
Cost of Issuance Account	$ 194,796
Total	**$ 5,316,981**
Ending Balance	
Account	**6/30/2023**
NMC Acquisition	$ 1,299
Administrative Expense	$ 269,542
Reserve	$ 311,343
Total	**$ 582,184**

Project Status

The construction and acquisition of facilities is ongoing.

Special Tax B Funds Collected and Expended[2]

The table below shows the amount of special taxes collected and the expenditures made to fund the Special Districts Cost of Services and incidental expenses of CFD No. 31 (Carriage House / Amberly Lane) from July 1, 2022 through June 30, 2023.

Description	Amount
FY 2022-23 Special Tax	
Special Tax- Current	$ 206,408
Total Special Tax Revenues	**$ 206,408**
FY 2022-23 Expenditures	
Special Districts Cost of Services	$ 192,239
Administrative Expenses	$ 52,861
Total Expenditures	**$ 245,100**

[2] *Special Tax B- Services*

Project Status

This CFD provides for ongoing City Services.

Community Facilities District No. 45
Northpark and Countryside

Location

Community Facilities District No. 45 (Northpark and Countryside) is located west of Turner Avenue, east of Cucamonga Creek Channel, south of Riverside Drive and north of Parkview Street. CFD No. 45 is a combination Facilities (Special Tax A) and Services (Special Tax B) CFD comprised of approximately 46 acres of residential development, which also provides for ongoing City Services.

Authorized Facilities and Bonds

CFD No. 45 (Northpark and Countryside) was formed to finance major public improvements which include fiber optic system facilities, streets and traffic circulation system facilities, and storm drain facilities improvements for the benefit of residents within the district. The District has one series of bonds: The Northpark and Countryside Special Tax Bonds, Series 2020.

Special Tax A Funds Collected and Expended[1]

The table below shows the amount of facilities special taxes collected and the expenditures made to fund the authorized facilities and incidental expenses of CFD No. 45 (Northpark and Countryside) from July 1, 2022 through June 30, 2023.

Description	Amount
FY 2022-23 Special Tax	
Special Tax- Current	$ 635,019
Special Tax- Penalty	$ 1,093
Special Tax- Prior	$ 7,999
Total Special Tax Revenues	**$ 644,111**
FY 2022-23 Expenditures	
Bond Interest – 9/1/2022	$ 167,050
Bond Principal – 9/1/2022	$ 165,000
Bond Interest – 3/1/2023	$ 164,575
Administrative Expenses	$ 49,072
Trustee Administrative Expense	$ 2,350
Total Expenditures	**$ 548,047**

[1]*Special Tax A- Facilities*

Original Funding Sources and Usage of Bond Proceeds

The following table shows the Original Funding Sources and Usage of the Series 2020 Bond Proceeds, and the June 30, 2023 ending account balances. The amounts levied pay the administrative expenses, debt service (principal and interest) and future infrastructure improvements funded or constructed by the City.

Original Funding Sources and Usage of Bond Proceeds	Series 2020 Issued 7/30/2020
Sources:	
Principal Amount of the Bonds	$ 9,000,000
Original Issue Premium/(Discount)	$ 625,340
Underwriter's Discount	$ (107,869)
Total	**$ 9,517,471**
Usage:	
KB Home Acquisition Account	$ 1,811,371
NMC Acquisition Account	$ 6,964,100
Reserve Account	$ 504,000
Cost of Issuance Account	$ 238,000
Total	**$ 9,517,471**
Ending Balance	
Account	**6/30/2023**
KB Home Acquisition	$ 1,388,766
NMC Acquisition	$ 9,800
Administrative Expense	$ 50,189
Reserve	$ 509,721
Total	**$ 1,958,476**

Project Status

The construction and acquisition of facilities is ongoing.

Special Tax B Funds Collected and Expended[2]

The table below shows the amount of special taxes collected and the expenditures made to fund the Special Districts Cost of Services and incidental expenses of CFD No. 45 (Northpark and Countryside) from July 1, 2022 through June 30, 2023. This CFD provides for ongoing City Services.

Description	Amount
FY 2022-23 Special Tax	
Special Tax- Current	$ 344,974
Special Tax- Penalty	$ 632
Special Tax- Prior	$ 4,682
Total Special Tax Revenues	**$ 350,288**
FY 2022-23 Expenditures	
Special Districts Cost of Services	$ 304,790
Administrative Expenses	$ 57,411
Total Expenditures	**$ 362,201**

[2] *Special Tax B- Services*

Project Status

This CFD provides for ongoing City Services.

Community Facilities District No. 55
Parklane

Location

Community Facilities District No. 55 (Parklane) is located west of Haven Avenue, east of Monarch Place, south of Parkview Street and north of Merrill Avenue. CFD No. 55 is a combination Facilities (Special Tax A) and Services (Special Tax B) CFD comprised of approximately 52 acres of residential development, which also provides for ongoing City Services.

Authorized Facilities and Bonds

CFD No. 55 (Parklane) was formed to finance major public improvements which include water and recycled water system facilities, streets and traffic circulation system facilities, and fiber optic system facilities improvements for the benefit of residents within the district. The District has one series of bonds: The Parklane Special Tax Bonds, Series 2022.

Special Tax A Funds Collected and Expended[1]

The table below shows the amount of facilities special taxes collected and the expenditures made to fund the authorized facilities and incidental expenses of CFD No. 55 (Parklane) from July 1, 2022 through June 30, 2023.

Description	Amount
FY 2022-23 Special Tax	
Special Tax- Current	$ 559,722
Special Tax- Penalty	$ 281
Special Tax- Prior	$ 1,940
Total Special Tax Revenues	**$ 561,943**
FY 2022-23 Expenditures	
Bond Interest – 3/1/2023	$ 100,474
Administrative Expenses	$ 53,072
Total Expenditures	**$ 153,546**

[1]*Special Tax A- Facilities*

Original Funding Sources and Usage of Bond Proceeds

The following table shows the Original Funding Sources and Usage of the Series 2022 Bond Proceeds, and the June 30, 2023 ending account balances. The amounts levied pay the administrative expenses, debt service (principal and interest) and future infrastructure improvements funded or constructed by the City.

Original Funding Sources and Usage of Bond Proceeds	Series 2022 Issued 12/14/2022
Funding Sources:	
Principal Amount of the Bonds	$ 9,395,000
Original Issue Premium/(Discount)	$ 126,402
Underwriter's Discount	$ (121,375)
Total	**$ 9,400,027**
Usage:	
Lennar Acquisition Account	$ 4,018,031
NMC Acquisition Account	$ 4,526,746
Reserve Account	$ 608,250
Cost of Issuance Account	$ 247,000
Total	**$ 9,400,027**
Ending Balance	
Account	**6/30/2023**
Lennar Acquisition	$ 4,097,800
NMC Acquisition	$ 4,718,862
Administrative Expense	$ 45,508
Reserve	$ 615,154
Total	**$ 9,477,324**

Project Status

The construction and acquisition of facilities is ongoing.

Special Tax B Funds Collected and Expended[2]

The table below shows the amount of special taxes collected and the expenditures made to fund the Special Districts Cost of Services and incidental expenses of CFD No. 55 (Parklane) from July 1, 2022 through June 30, 2023. This CFD provides for ongoing City Services.

Description	Amount
FY 2022-23 Special Tax	
Special Tax- Current	$ 239,606
Special Tax- Penalty	$ 113
Special Tax- Prior	$ 780
Total Special Tax Revenues	**$ 240,499**
FY 2022-23 Expenditures	
Special Districts Cost of Services	$ 185,197
Administrative Expenses	$ 53,918
Total Expenditures	**$ 239,115**

[2] *Special Tax B- Services*

Project Status

This CFD provides for ongoing City Services.

Community Facilities District No. 56
Parkside/La Avenida

Location

Community Facilities District No. 56 (Parkside/La Avenida) is relegated to three separate zone locations: Zone 1 is located south of Schaefer Avenue, east of Archibald Avenue, west of Turner Avenue and north of La Avenida Drive; Zone 2 is located south of Edison Avenue, east of Cucamonga Creek Channel, west of Archibald Avenue and north of Eucalyptus Avenue; Zone 3 is located south of Merrill Avenue, west of Haven Avenue, east of Archibald Avenue and north of the County Line Channel. CFD No. 56 is a combination Facilities (Special Tax A) and Services (Special Tax B) CFD comprised of approximately 51 acres of residential development, which also provides for ongoing City Services.

Authorized Facilities and Bonds

CFD No. 56 (Parkside/La Avenida) was formed to finance major public improvements which include street improvements, water and sewer facilities, storm drain facilities and other public infrastructure improvements for the benefit of residents within the district. The District plans to issue the Parkside/La Avenida Special Tax Bonds in December 2023.

Special Tax A Funds Collected and Expended[1]

The table below shows the amount of facilities special taxes collected and the expenditures made to fund the authorized facilities and incidental expenses of CFD No. 56 (Parkside/La Avenida) from July 1, 2022 through June 30, 2023.

Description	Amount
FY 2022-23 Special Tax	
Special Tax- Current	$ 648,579
Total Special Tax Revenues	**$ 648,579**
FY 2022-23 Expenditures	
Administrative Expenses	$ 48,071
Total Expenditures	**$ 48,071**

[1]*Special Tax A- Facilities*

Sources and Uses of Special Tax

The amounts levied pay the administrative expenses, and remaining facilities eligible to be financed for the District. Because the bonds to finance the public facilities have not yet been issued, the money collected for Direct Funding of Facilities is held with the City until bond issuance.

Project Status

Bonds will be issued December 7th of 2023, the construction and acquisition of facilities is ongoing.

Special Tax B Funds Collected and Expended[2]

The table below shows the amount of special taxes collected and the expenditures made to fund the Special Districts Cost of Services and incidental expenses of CFD No. 56 (Parkside/La Avenida) from July 1, 2022 through June 30, 2023. This CFD provides for ongoing City Services.

Description	Amount
FY 2022-23 Special Tax	
Special Tax- Current	$ 226,644
Total Special Tax Revenues	**$ 226,644**
FY 2022-23 Expenditures	
Special Districts Cost of Services	$ 171,845
Administrative Expenses	$ 54,799
Total Expenditures	**$ 226,644**

[2] *Special Tax B- Services*

Project Status

This CFD provides for ongoing City Services.

Community Facilities District No. 57
Neuhouse

Location

Community Facilities District No. 57 (Neuhouse) is located west of Mill Creek Avenue, east of Haven Avenue, generally north of Peckham Paseo and south of Chino Avenue. CFD No. 57 is a combination Facilities (Special Tax A) and Services (Special Tax B) CFD comprised of approximately 30 acres of residential development, which also provides for ongoing City Services.

Authorized Facilities and Bonds

CFD No. 57 (Neuhouse) was formed to finance major public improvements which water and recycled water system facilities, sewer system facilities, storm drain system facilities, streets and traffic circulation system facilities, and fiber optic system facilities improvements for the benefit of residents within the district. The District has one series of bonds: The Neuhouse Special Tax Bonds, Series 2022.

Special Tax A Funds Collected and Expended[1]

The table below shows the amount of facilities special taxes collected and the expenditures made to fund the authorized facilities and incidental expenses of CFD No. 57 (Neuhouse) from July 1, 2022 through June 30, 2023.

Description	Amount
FY 2022-23 Special Tax	
Special Tax- Current	$ 852,491
Total Special Tax Revenues	**$ 852,491**
FY 2022-23 Expenditures	
Bond Interest – 3/1/2023	$ 280,286
Administrative Expenses	$ 61,836
Total Expenditures	**$ 342,122**

[1]*Special Tax A- Facilities*

Original Funding Sources and Usage of Bond Proceeds

The following table shows the Original Funding Sources and Usage of the Series 2022 Bond Proceeds, and the June 30, 2023 ending account balances. The amounts levied pay the administrative expenses, debt service (principal and interest) and future infrastructure improvements funded or constructed by the City.

Original Funding Sources and Usage of Bond Proceeds	Series 2022 Issued 9/15/2022
Funding Sources:	
Principal Amount of the Bonds	$ 12,915,000
Original Issue Premium/(Discount)	$ 66,247
Underwriter's Discount	$ (155,563)
Total	**$ 12,825,684**
Usage:	
LS-Ontario II Acquisition Account	$ 5,215,246
NMC Acquisition Account	$ 6,541,888
Reserve Account	$ 818,550
Cost of Issuance Account	$ 250,000
Total	**$ 12,825,684**
Ending Balance	
Account	**6/30/2023**
LS-Ontario II Acquisition	$ 5,356,220
NMC Acquisition	$ 6,841,293
Administrative Expense	$ 20,541
Reserve	$ 827,842
Total	**$ 13,045,896**

Project Status

The construction and acquisition of facilities is ongoing.

Special Tax B Funds Collected and Expended[2]

The table below shows the amount of special taxes collected and the expenditures made to fund the Special Districts Cost of Services and incidental expenses of CFD No. 57 (Neuhouse) from July 1, 2022 through June 30, 2023. This CFD provides for ongoing City Services.

Description	Amount
FY 2022-23 Special Tax	
Special Tax- Current	$ 376,911
Total Special Tax Revenues	**$ 376,911**
FY 2022-23 Expenditures	
Special Districts Cost of Services	$ 315,034
Administrative Expenses	$ 58,459
Total Expenditures	**$ 373,493**

[2] *Special Tax B- Services*

Project Status

This CFD provides for ongoing City Services.

City of Ontario
Summary of Services/Facilities Community Facilities Districts
Special Taxes Levied and Expended for Fiscal Year 2022-23
(As Required by CA Govt. Code Section 50075.3 and/or 53411)

CFD No.	CFD Name	Fund	2022-23 Special Tax Current	2022-23 Special Tax Penalty	2022-23 Special Tax Prior	2022-23 Special Tax Revenue	Debt Service	Administrative Expenses	Trustee Administrative Expenses	Special Districts Cost of Services	2022-23 Total Expenditures
31-A	Carriage House / Amberly Lane - A	8620	$ 392,971	$ -	$ -	$ 392,971	$ 308,542	$ 34,610	$ 2,850	$ -	$ 346,002
31-B	Carriage House / Amberly Lane - B	2920	$ 206,408	$ -	$ -	$ 206,408	$ -	$ 52,861	$ -	$ 192,239	$ 245,100
45-A	Northpark and Countryside - A	8620	$ 635,019	$ 1,093	$ 7,999	$ 644,111	$ 496,625	$ 49,072	$ 2,350	$ -	$ 548,047
45-B	Northpark and Countryside - B	2920	$ 344,974	$ 632	$ 4,682	$ 350,288	$ -	$ 57,411	$ -	$ 304,790	$ 362,201
55-A	Parklane - A	8620	$ 559,722	$ 281	$ 1,940	$ 561,943	$ 100,474	$ 53,072	$ -	$ -	$ 153,546
55-B	Parklane - B	2920	$ 239,606	$ 113	$ 780	$ 240,499	$ -	$ 53,918	$ -	$ 185,197	$ 239,115
56-A	Parkside/La Avenida - A	8620	$ 648,579	$ -	$ -	$ 648,579	$ -	$ 48,071	$ -	$ -	$ 48,071
56-B	Parkside/La Avenida - B	2920	$ 226,644	$ -	$ -	$ 226,644	$ -	$ 54,799	$ -	$ 171,845	$ 226,644
57-A	Neuhouse - A	8620	$ 852,491	$ -	$ -	$ 852,491	$ 280,286	$ 61,836	$ -	$ -	$ 342,122
57-B	Neuhouse - B	2920	$ 376,911	$ -	$ -	$ 376,911	$ -	$ 58,459	$ -	$ 315,034	$ 373,493
		Total	**$4,483,325**	**$ 2,119**	**$ 15,401**	**$ 4,500,845**	**$ 1,185,927**	**$ 524,109**	**$ 5,200**	**$ 1,169,105**	**$ 2,884,341**

CITY OF ONTARIO *Agenda Report* **December 19, 2023**	**SECTION:** **CONSENT CALENDAR**
Department: Community Life & Culture Prepared By: Lacey A Rightmer Staff Member Presenting: Helen McAlary, Executive Director Community Life and Culture Approved By: 	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 6

SUBJECT: A PROFESSIONAL SERVICES AGREEMENT WITH SPORTS FACILITIES COMPANIES, INC. FOR CONSULTING SERVICES

RECOMMENDATION: That the City Council approve and authorize the City Manager or designee to execute a Professional Services Agreement with Sports Facilities Companies, Inc., of Clearwater, Florida, (SFC) for consulting services in the amount of $742,000 with a 5% contingency of $37,100 to mitigate any unforeseen travel and reimbursement expenses for a total amount not-to-exceed of $779,100.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Operate in a Businesslike Manner
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)
Encourage, Provide or Support Enhanced Recreational, Educational, Cultural and Healthy City Programs, Policies and Activities

FISCAL IMPACT: The Fiscal Year 2023-24 Adopted Budget includes appropriations for the Ontario Regional Sports Complex in the Capital Projects - Measure Q Fund. The proposed Professional Services Agreement is for a not-to-exceed amount of $742,000 plus a 5% contingency of $37,100 for a total amount not-to-exceed of $779,100. The term of the Agreement will be from December 20, 2023 to December 31, 2026.

BACKGROUND & ANALYSIS: The development and design of the Ontario Regional Sports Complex is a significant project aimed at providing a state-of-the-art sports facility to our community. To ensure the success of this new development, Community Life & Culture recommends entering into a Professional Services Agreement to provide consulting services during the design and development phase.

On July 12, 2023, the City initiated a solicitation process to seek responses from qualified firms for services related to the Ontario Regional Sports Complex under RFQual No. 1678: Operations, Management and Related Services for the Ontario Sports Complex. Two proposals were received, each offering unique expertise and a commitment to the project's success:

Vendor Name	Location
Sports Facilities Companies	Clearwater, Florida
ASM Global	Los Angeles, California

Sports Facilities Companies, Inc. (SFC) is an industry leader in regional sports facility advising, development, and management. Their expertise will play an integral part in ensuring the Ontario Regional Sports Complex is tailored to meet the desires and needs of our community and the broader sports industry.

Under the proposed Professional Services Agreement, Sports Facilities Companies, Inc. will remain on retainer with the City, serving as a valuable resource for expert guidance. The City will rely on Sports Facilities Companies' expertise to provide input in various aspects of the design of the sports complex; however, the City will retain the final decision-making authority, ensuring the project aligns with our vision and goals. Sports Facilities Companies' scope of consultation may encompass facility development, programming design, and the creation of an operations manual. This will include consideration of items such as furnishings, signage and wayfinding, all aimed at enhancing the user experience. Additionally, Sports Facilities Companies, Inc. will actively engage with the community through outreach efforts with existing user groups. This community-driven approach is designed to ensure that the Ontario Regional Sports Complex is designed with meticulous consideration of our community's specific needs, fostering a sense of ownership and inclusivity.

Furthermore, Sports Facilities Companies, Inc. will provide pre-opening advisory services covering areas such as staffing and hiring, tournament booking, and event program development. Leveraging its extensive industry relationships, Sports Facilities Companies, Inc. will also assist with procurement and contribute to the planning of a successful grand opening.

After careful evaluation, Staff recommends awarding the Professional Services Agreement to Sports Facilities Companies, Inc. and entering into a three-year Agreement for consultation services. The City will award separate Agreements for management and operations services at the Ontario Regional Sports Complex following the design and development phase of the project.

CITY OF ONTARIO
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SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

CITY OF ONTARIO
PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered as of _____, by and between the City of Ontario, a municipal corporation organized under the laws of the State of California with its principal place of business at 303 East "B" Street, Ontario, California 91764-4196, County of San Bernardino, State of California ("City") and Sports Facilities Management, LLC, a Florida limited liability company, with its principal place of business at 600 Cleveland Street, Suite 910, Clearwater, FL 33755 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Request for Qualifications.

City issued a Request for Qualifications on July 12, 2023 for Operations, Management and Related Services for the Ontario Sports Complex project ("Project"). Consultant submitted a Statement of Qualifications

2.2 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing sports facility planning services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.3 Project.

City desires to engage Consultant to render such professional services for the Project as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work

services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from December 20, 2023 to December 31, 2026 unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.1.3 Future Management and Operations. As contemplated by the Request for Qualifications, the City reserves the right to amend this Agreement or enter into a separate agreement for management and operations services with Consultant for the management and operation of the Sports Complex Project following the design and development phase of the Project. City reserves the right to select a concessionaire and/or a vendor of its choice for sponsorships and marketing, and Consultant shall work cooperatively with such concessionaire and/or vendor.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement. The total compensation shall not exceed Seven Hundred Forty Two Thousand Dollars (**$742,000**) without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Beginning on December 19, 2023, Consultant shall submit to City a monthly invoice in the amount of Nineteen Thousand Five Hundred Dollars (**$19,500**) for twenty-four consecutive months. The invoice shall describe the Services provided for the corresponding month and the City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.2.3 Reimbursement for Expenses. Consultant shall be reimbursed for any reasonable travel expenses incurred in performing its services under this Agreement, provided that such expenses are authorized in writing by the City. Consultant will invoice City for its reasonable travel expenses. Said travel expenses shall be paid to Consultant within thirty (30) days of any invoice. Reasonable travel expenses encompass flights, hotel accommodations, ground transportation and associated fees (parking, tolls, etc.), and meals, which will be billed at $65 per consultant per day for up to 3 consultants per trip. Daily expense reimbursement shall not exceed $1000 per day.

3.2.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the

Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3 Responsibilities of Consultant.

3.3.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.3.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.3.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: Jason Clement, J.D. Wood, Jake Whittaker, Jim Arnold, Michael Kelly, and Ashley Whittaker.

3.3.5 City's Representative. The City hereby designates Helen McAlary and Nick Gonzalez, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Services or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Services or change the Consultant's total compensation subject to the provisions contained in this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.3.6 Consultant's Representative. Consultant hereby designates Jason

Clementor his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.3.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.3.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subconsultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.9 Period of Performance.

3.3.9.1 Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.3.9.2 Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and

to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

3.3.9.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.3.10 Laws and Regulations; Employee/Labor Certification.

3.3.10.1 Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.3.10.2 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

3.3.10.3 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.3.10.4 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.3.10.5 Water Quality Management and Compliance. Consultant shall

keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

3.3.10.6 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.3.11 Insurance.

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

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

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

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

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

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than $2,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement

and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

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

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability: (1) Additional Insured: The City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Vendor or for which the Vendor is responsible. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) Professional Liability (Errors & Omissions): 1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) This insurance shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

(D) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for

non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

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

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

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

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

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

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

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

3.3.11.11 Additional Insurance Provisions

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

(B) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(C) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

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

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

(F) Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.3.11.12 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

3.4 Labor Code Requirements.

Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.1 Registration/DIR Compliance. If the Services are being performed on a public works project of over $25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over $15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants.

3.4.2 Compliance Monitoring. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

3.4.3 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5 Termination of Agreement.

Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such

termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.5.1.1 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.2 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6 Indemnification.

3.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

3.6.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.7 General Provisions.

3.7.1 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.7.2 Independent Contractor.

3.7.2.1 Use of Consultants. Consultant is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Consultant is in compliance with the California Labor Code, Consultant shall only utilize its employees to provide the Services. Consultant may not provide the services through any independent contractor, subcontractor or subconsultant ("Subcontractor(s)") unless approved by the City as set forth in Section 3.7.2.2 below. Consultant represents and warrants that all personnel who perform the Services on Consultant's behalf are Consultant's employees, and that Consultant complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

3.7.2.2 Prior Approval Required. Consultant shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Consultant to use a Subcontractor, Consultant shall enter into a written agreement with the Subcontractor, which must include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

3.7.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: Sports Facilities Management, LLC
600 Cleveland Street, Suite 910
Clearwater, FL 33755
ATTN: Jason Clement, CEO

City: City of Ontario
303 East "B" Street
Ontario, CA 91764
ATTN: Nick Gonzalez, Recreation & Community Services Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.7.4 Ownership of Materials and Confidentiality.

3.7.4.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data

magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.7.4.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.7.4.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.7.4.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.7.4.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in

connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.7.4.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

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

3.7.6 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.7.7 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all costs of such action.

3.7.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.7.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.7.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.7.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.7.12 Assignment or Transfer. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

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

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

3.7.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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

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

3.7.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further

agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.7.19 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.7.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7.21 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

SIGNATURES ON NEXT PAGE

SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND SPORTS FACILITIES MANAGEMENT, LLC

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

SPORTS FACILITIES MANAGEMENT, LLC

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

EXHIBIT "A"
SCOPE OF SERVICES

The Ontario Regional Sports Complex (ORSC) is approximately 190-acres designed to be a premiere regional sports complex. The ORSC is separated into seven different areas and will consist of a minor league baseball stadium, new city parks and recreation facilities, and various multi-use sports fields. The operator of ORSC will be responsible for the management and operations of approximately 118.5 acres of regional sports park, including approximately 13 multi-use fields, 8 multiuse baseball/softball fields, open space, and approximately a 159,450 square-foot indoor athletic facility. The ORSC will serve as a destination for the region's sports entertainment and will serve to enhance Ontario's reputation as the premiere community of the Inland Empire. The ORSC will be a major regional attraction, as well as improve the quality of life for residents and its visitors.

The purpose of this Agreement is to provide consultation services to the City during the design phase of the ORSC. During this phase of the project, the Operator will remain on retainer with the City. The City will rely on the Operator's expertise to provide input in various aspects; however, the City will make the final decision on all items relating to the project.

Consultant will investigate and explore potential partnerships with a youth sports academy at the ORSC.

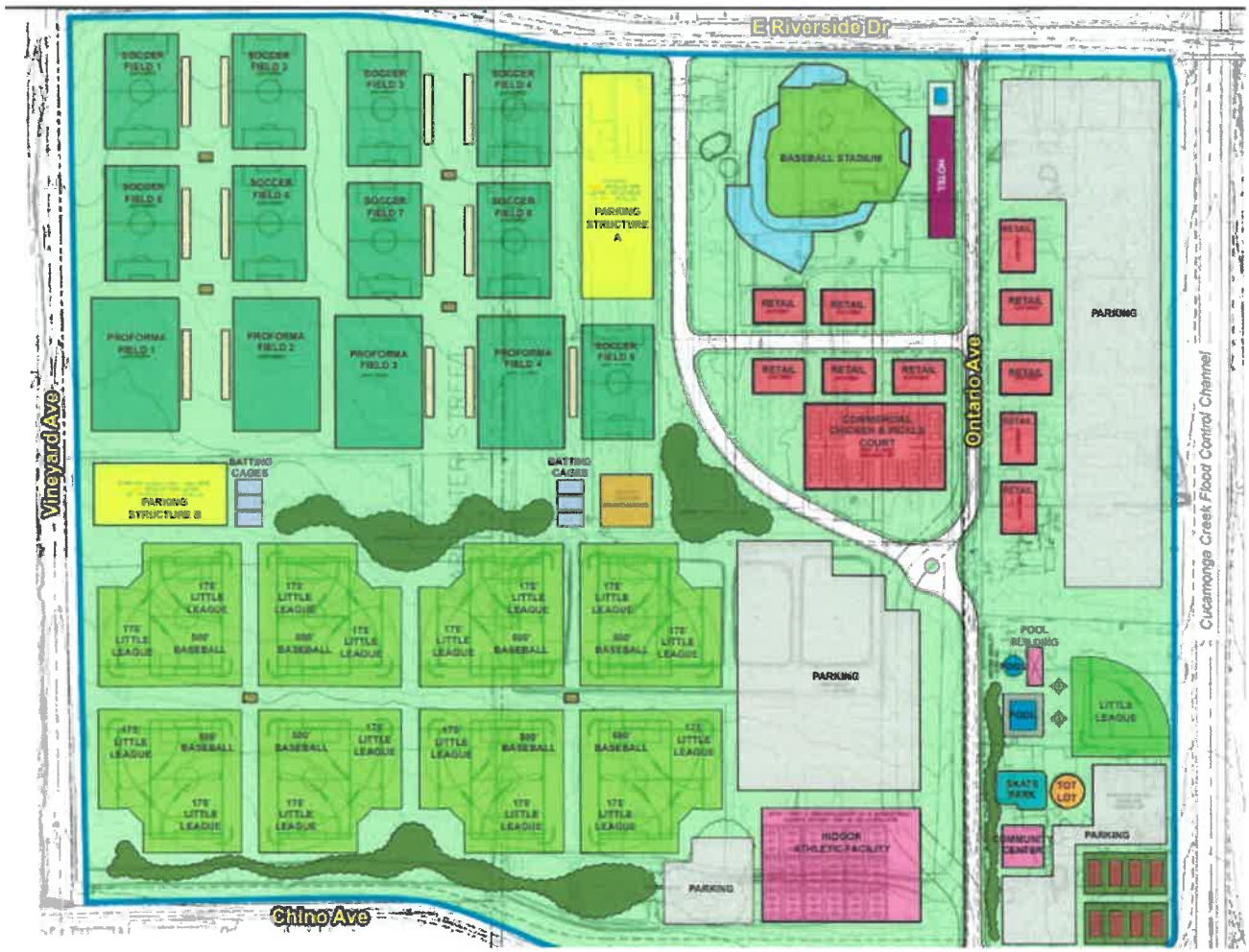

E Riverside Dr
Vineyard Ave
Ontario Ave
Chino Ave
Cucamonga Creek Flood Control Channel
BASEBALL STADIUM
PARKING STRUCTURE A
PARKING STRUCTURE B
BATTING CAGES
BATTING CAGES
RETAIL
COMMERCIAL CHICKEN & WAFFLE COURT
PARKING
PARKING
POOL BUILDING
POOL
LITTLE LEAGUE
SKATE PARK
TOT LOT
COMMUNITY CENTER
PARKING
INDOOR ATHLETIC FACILITY
PARKING

EXHIBIT "B"
SCHEDULE OF SERVICES

Venue Planning and FF&E Procurement

Step 1 – Facility Development Planning Session
Beginning with a Facility Development Planning Session, Consultant's project team will review the vision, financial forecasts and business plan, programming, and space requirements, provide an initial design and project schedule review. The goals and objectives outlined in this session will provide critical benchmarks and guidelines for decision making throughout the project.

Step 2 – Project & Process Management
Through weekly check-in meetings monthly status reporting, (schedule, budget, milestones, accomplishments), and on-demand conferences

Throughout the duration of your Venue Planning and Design Support services, Consultant will deliver/execute the following:

Programming and Design Concept Support Services

- Programming/ Design Meeting Conferences
- Equipment Coordination Considerations
- Sport Rule Comfort/Compliance Considerations
- Operational Design Adjacency Considerations
- Progress Meetings
- Cash Handling Considerations
- Furnishings Considerations
- Storage Benchmarks and Considerations
- Technology Considerations
- Operational Budget Impacts
- Facility Branding and Experience Considerations
- Sponsorship Inventory Considerations
- Facility Wayfinding / Signage Considerations
- F&B Benchmarks and Considerations
- FF&E Considerations
- Community outreach with user groups

Schematic Design Support Services

- Design Concept Comments and Markups
- Equipment Basis of Design Recommendations
- Equipment Coordination Information
- Construction Cost Estimation Review
- Sport Rule Comfort/Compliance Requirements and Review
- Operational Design Requirements and Review
- Coordination Meetings as Required
- Progress Meetings
- Storage Requirements
- Technology Requirements
- Operational Budget Impacts
- FF&E Milestone Schedule
- Finishes Recommendations
- Site Fencing & Gate Access Review (Outdoor)

Design Development Support Services

- Schematic Design/Milestone Set Comments and Markups
- Equipment Specification Generation
- Equipment Coordination Information
- Construction Cost Estimation Review
- Sport Rule Comfort/Compliance Requirements and Review
- Operational Design Requirements and Review
- Value Engineering Studies (if required)
- Progress Meetings
- Cash Handling Plan and Schematic

- Furnishings Schematic
- Storage Plan and Markup
- Technology Requirements and Schematic
- Operational Budget Impacts
- Facility Branding Design Concept
- Sponsorship Inventory Design
- Facility Wayfinding / Signage Markup
- FF&E Milestone Schedule Updates
- Door Schedule Review (Lock Styles, Closures, Etc.)
- AED Placement Recommendations
- Finishes Review

Construction Documents Support Services

- Design Development /Milestone Set Comments and Markups
- Equipment Specification Generation
- Equipment Coordination Information
- Construction Cost Estimation Review
- Sport Rule Comfort/Compliance Requirements and Review
- Operational Design Requirements and Review
- Value Engineering Studies (if required)
- Progress Meetings
- Cash Handling Plan and Schematic
- Furnishings Schematic Markup
- Storage Plan and Schematic Markup
- Technology Requirements and Schematic Markups
- Operational Budget Impacts
- FF&E Milestone Schedule Updates

FF&E Procurement Services

Step 1 - Project & Process Management; Procurement Phase

- FFE Bidder's Interest Campaign
- Pre-qualifying Bidders/Suppliers
- RFP Review
- Bid Reviews and Recommendations
- Contractor Scope Review
- Contract Negotiation Feedback
- Schedule Feedback
- FF&E Scope Gap Analysis
- Submittals and Sample Review

Loose Item Procurement List and Recommendation

Step 2 - Project & Process Management: Construction Phase

- Change Order Management
- Project Site Meetings
- Progress Payment Review/ Invoice Review
- Quality Review / Contract Compliance Review
- Minor Variations in the Work
- Dispute Resolution with Vendors
- Project Cost Reports
- Construction Scheduling

Step 3 -Project & Process Management; Post - Construction Phase

- Punch list generation and resolution
- Close Out Documents
- Training Coordination
- Wrap Report

Pre-Opening Advisory Management Services

Phase 1: Detailed Financial Forecast (Pro-Forma)
In this step, Consultant will complete more in-depth research/analysis to produce a 3-5-year cash flow forecast and 20-year financial outlook.

The pro forma will provide insight into the financial potential of the project and will include projections related to construction and start-up costs, revenues/expenses by product/program, EBITDA, net income, facility utilization, and more.

The pro forma will provide you with detailed financial projections related to and based on:

- The ideal business model
- Realistic and/or recommended debt-to-equity mix and debt service
- Right-sized program spaces and space requirements
- Construction and start-up costs based on recent, comparable projects
- Recommended parking
- Revenue by product/program
- Direct/variable costs (Cost of Goods Sold)
- Facility and operating expenses
- Management and staffing model
- Utilization Projections

Phase 2: Operational & Organizational Set-Up
Pre-Opening Development Services includes a variety of projects and tasks that are coordinated with the pre-opening budget and timing for each of 10 major areas. During this phase Consultant will report weekly and monthly on progress in each area as needed. Throughout this cycle, Consultant's representatives will meet with your team and other key stakeholder representatives through a schedule of weekly and monthly meetings. This phase of service includes:

1. Organizational Development: Sourcing, hiring, and placement of a full-time leadership team with clear job responsibilities and training so personnel focus on the highest priorities impacting the operation. These positions generally include a General Manager, Marketing Director, and other staff according to the hire and placement dates outlined in the operating/financial plan.

2. Operations Systems and Software Selection and Set-Up: The set-up of accounting systems complete with checks and balances complying with audit requirements. Facility management software, specific HR administrative set-up specific to sport & event centers, proper insurance and risk management coverage, standard operating procedures, operating manuals, food & beverage, standard operating procedures for quality/storing/security/safety, and other operational protocol.

3. Regional and National Marketing and Business Development Action Plan for Events: Consultant will provide a detailed business development action plan and will then execute on this plan. This includes deployment of proven digital, social media, direct sales, and other marketing systems. Consultant will also innovate and develop new systems specific to your project. This effort will include regional and national press releases, tradeshow/conference presence, proper budgeting for bid fees (minimal when necessary), and hosting of visits in partnership with your facility, and others.

4. Local Marketing and Business Development Action Plan: Consultant will create a local marketing plan to include digital and social media, public relations, hard hat tours, key stakeholder meetings, and parks and recreation driven efforts. This step is highly collaborative with local parks and recreation and local partners.

5. Local and Tournament and Events Program Development: The creation, set-up, and implementation of local programming for residents. Creating the "ground rules" for scheduling so that the local community and parks and recreation receive first-class service while balancing the state, regional, and national event needs. This requires proper communication and upfront planning. The set-up for local programs include current programs offered in the community and the introduction of new offerings successful in other venues to include corporate outings, group events, and other child development offerings.

6. Business Development and Events Booking: Consultant will lead business development and events booking efforts to secure events and agreements for use prior to opening. This process must begin no less than 1 year prior to opening to secure events at a pace that can perform or out-perform forecasts. Local programming and local registrations will also be managed during this process and will begin as the facility development enters the final 6 months of construction.

7. Grand Opening Events Planning: The schedule of grand opening events requires advanced planning. Events are planned for local officials, key stakeholders, community partners, and the community at large.

8. Staff Placement and Staff Development: The placement of leadership staff begins during the development cycle. These positions include the General Manager, Marketing Director, Operations Director, and others. The schedule for these hires requires job descriptions, job announcements, review of hundreds of resumes, interviews, final approval from City, placement, training, and guidance from our regional leadership team.

9. Sponsorship Sales: Prior to opening, Consultant will lead a sponsorship sales effort to engage community businesses in a variety of ways. These can include B2B arrangements for services or products in trade for promotion, revenue driven sponsorship sales, events, and other sponsorship programs.

10. Other Necessary initiatives: A wide range of community events, meetings, communication, reporting, project management, and other activities dominate the development and pre-opening process

CITY OF ONTARIO *Agenda Report* **December 19, 2023**	**SECTION:** **CONSENT CALENDAR**
Department: Engineering Prepared By: David Zurita Staff Member Presenting: Scott Murphy, Executive Director Community Development Reviewed By: Raymond Lee, Khoi Do Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 7

SUBJECT: **A QUITCLAIM DEED AND A RESOLUTION APPROVING AN IMPROVEMENT AGREEMENT, IMPROVEMENT SECURITY AND FINAL PARCEL MAP NO. 20505**

RECOMMENDATION: That the City Council take the following actions:

A. Authorize the City Manager or his designee to execute a Quitclaim Deed to Ontario Extended Stay, LLC, for fee title ownership for a portion of East G Street; and
B. Adopt a Resolution approving an Improvement Agreement, Improvement Security and Final Parcel Map No. 20505 located at the southeast corner of Corona Avenue and G Street.

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

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

BACKGROUND & ANALYSIS: Final Parcel Map No. 20505, consisting of 2 numbered lots on approximately 3 acres of land, as shown on Exhibit A, has been submitted by the Developer, Ontario Extended Stay, LLC, a California Limited Liability Company. Tentative Parcel Map No. 20505 was approved by the Planning Commission on January 24, 2023.

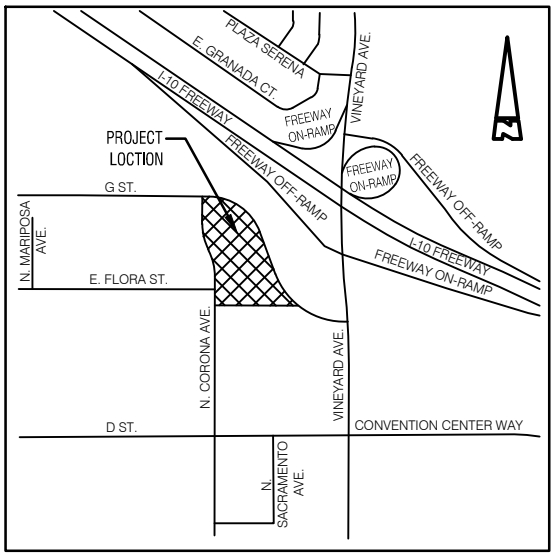
Improvements will include streets, fiber optic conduits, streetlights, signing and striping, and parkway landscaping with irrigation. All landscape improvements will be consistent with current City approved drought measures.

As a clean-up item, the City will quitclaim a portion of G Street that is not needed for present or future street or utility purposes, as shown in Exhibit A.

The Developer has entered into an Improvement Agreement with the City for Final Parcel Map No. 20505 and posted adequate security to ensure construction of the required improvements. This map meets all conditions of the Subdivision Map Act and the Ontario Municipal Code and has been reviewed and approved by the City Engineer.

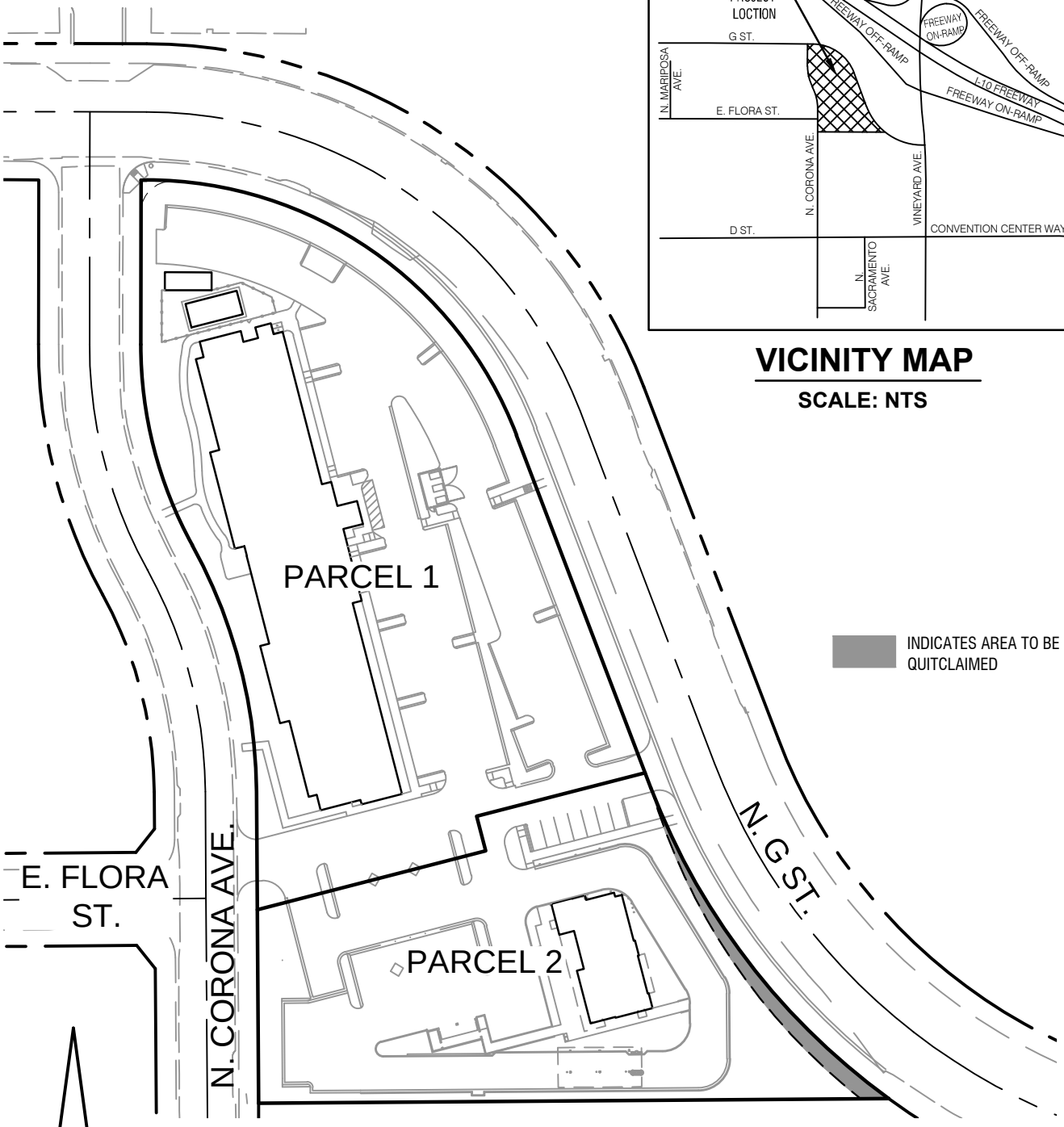
EXHIBIT A

PARCEL MAP 20505
NOVEMBER 22, 2023



VICINITY MAP

SCALE: NTS



100 0 100
SCALE IN FEET

PREPARED FOR:

PALADIN EQUITY CAPITAL
633 WEST 5TH STREET (28TH FLOOR)
LOS ANGELES, CA 90071
CONTACT: PHILIP POWERS
PHONE:310.990.7463
EMAIL: PPOWERS@PALADINEQUITYCAPITAL.COM

PREPARED BY:

KWC ENGINEERS
CIVIL ENGINEERING • PLANNING • SURVEYORS
1880 COMPTON AVENUE, SUITE 100
CORONA, CA. 92881-3370 • 951-734-2130

R:\21\2225\FINAL\EXH\Site Plan\2225 SITE PLAN_REDUCED.dwg

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING AN IMPROVEMENT AGREEMENT, IMPROVEMENT SECURITY AND FINAL PARCEL MAP NO. 20505 LOCATED AT THE SOUTHEAST CORNER OF CORONA AVENUE AND G STREET.

WHEREAS, Tentative Parcel Map No. 20505 submitted for approval by Ontario Extended Stay, LLC was approved by the Planning Commission of the City of Ontario on January 24, 2023; and

WHEREAS, Tentative Parcel Map No. 20505 consists of 2 numbered lots, being a subdivision of a portion of the easterly 1601.84 feet of Lot 2, Tract No. 2244 filed in Book 35, Pages 50 through 56, inclusive, of maps, as described in grant deed recorded September 10, 2021 as Document No. 2021-0414585 of official records, along with that parcel of land as described in quitclaim deed recorded _____, 2023 as Document No. 2023-_____ of official records, all in the office of the county recorder of County of San Bernardino, State of California; and

WHEREAS, to meet the requirements established as prerequisite to final approval of Parcel Map No. 20505, Ontario Extended Stay, LLC has offered the Improvement Agreement together with good and sufficient improvement security, in conformance with the City Attorney's approved format, for approval and execution by the City; and

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

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

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

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

SECTION 3. That Final Parcel Map No. 20505 be approved and that the City Clerk be authorized to execute the statement thereon on behalf of said City.

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

PASSED, APPROVED, AND ADOPTED this 19th day of December 2023.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST, BEST & KREIGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2023- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held December 19th, 2023, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2023- duly passed and adopted by the Ontario City Council at their regular meeting held December 19th, 2023.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

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

(Exempt from Filing Fees – Government Code § 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBDIVISION IMPROVEMENT AGREEMENT

FOR COMPLETION OF PUBLIC IMPROVEMENTS

PARCEL MAP NO. 20505

between

THE CITY OF ONTARIO

a California municipal corporation

and

ONTARIO EXTENDED STAY, LLC

A California limited liability company

SUBDIVISION IMPROVEMENT AGREEMENT
FOR COMPLETION OF PUBLIC IMPROVEMENTS

PARCEL MAP NO. 20505

I. PARTIES AND DATE

This Subdivision Improvement Agreement for the Completion of Public Improvements ("Agreement") is entered into as of this ____ day of _____, 20__, by and between the City of Ontario, a California municipal corporation ("City") and Ontario Extended Stay, LLC, a California limited liability company, with its principal office located at 2600 Mission Street, Suite 203, San Marino, California 91108 ("Developer"). City and Developer are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

II. RECITALS

A. Developer's tentative parcel map for real property located within City, a legal description of which is attached hereto as Exhibit "A" ("Property"), was conditionally approved by the Ontario Planning Commission on January 24, 2023. The tentative parcel map is identified in City records as Parcel Map No. 20505 ("Map").

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

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

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

III. TERMS

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

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

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

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

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

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

2.4 Quality of Work; Compliance With Laws and Codes. The construction plans and specifications for the Public Improvements shall be prepared in accordance with all

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

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

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

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

Developer shall, at all times, enforce strict discipline and good order among its employees and those of its subcontractors and shall not employ any unfit person or anyone not skilled in the

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

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

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

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

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

4.0 Construction Schedule. Unless extended pursuant to Section 4.1 of this Agreement, Developer shall fully and adequately complete or have completed the Public Improvements within twelve (12) months following approval of the final Map. At least fifteen (15) days prior to the commencement of such work, Developer shall notify the City Engineer in writing of the date fixed by Developer for commencement of the work.

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

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

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

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

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

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

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

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

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

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

11.0 Default; Notice; Remedies.

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

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

11.3 Notice of Violation; Stop Work Order. If City determines that there is a violation of applicable federal, state or local laws, ordinances, regulations or other requirements, or the terms and conditions of this Agreement, the City and/or City Engineer may issue a Notice

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

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

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

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

13.0 Security.

13.1 Prior to execution of this Agreement, Developer shall provide City with sufficient security in the amounts and under the terms set forth below ("Security"). Nothing in this Section is intended to prevent City, in its sole discretion, from requiring Developer to submit, or prevent Developer from submitting, security in a form other than bonds that may be allowed under California Government Code Section 66499, et seq. and the City's Municipal Code, and acceptable

to City. The amount of the Security shall be based on the City Engineer's approximation of the actual cost to construct the Public Improvements, including the replacement cost for all public landscaping ("Estimated Costs"). If City determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer shall adjust the Security in the amount requested by City. Developer's compliance with this Section shall in no way limit or modify Developer's indemnification obligation under this Agreement. Security shall be on forms approved by the City for the purposes and amounts as follows:

13.1.1 Performance Bond. To guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in this Agreement, and to secure Developer's one-year guarantee and warranty of the Public Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Developer shall provide City security in the amount of **FOUR HUNDRED FORTY-SEVEN THOUSAND SIX HUNDRED EIGHTY-SIX DOLLARS AND THIRTY THREE CENTS ($447,686.33)**, which sum shall be not less than one hundred percent (100%) of the Estimated Costs (Bonds attached in Exhibit "C" and Engineering Cost Estimate attached in Exhibit "B"). The City may, in its sole and absolute discretion, partially release a portion or portions of the security provided under this section as the Public Improvements are accepted by City, as provided herein, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Map, and the total remaining security is not less than twenty-five percent (25%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period (as defined above), or any extension thereof as provided in this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Map.

13.1.2 Labor & Material Bond. To secure payment to the contractor and subcontractors, laborers, material men and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Developer shall provide City security in the amount of **FOUR HUNDRED FORTY-SEVEN THOUSAND SIX HUNDRED EIGHTY-SIX DOLLARS AND THIRTY THREE CENTS ($447,686.33)**, which sum shall not be less than one hundred percent (100%) of the Estimated Costs (Bonds attached in Exhibit "C" and Engineering Cost Estimate attached in Exhibit "B").. The security provided under this subsection may be released by written authorization of the City Engineer after one (1) year or within the time limits established in California Government Code section 66499.7 from the date City accepts the final Public Improvements at the discretion of City. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

13.1.3 Monument Security. To guarantee payment by the Developer to the engineer or surveyor whose certificate appears on the final map for the setting of all subdivision boundaries, lot corners and street centerline monuments, as well as the furnishing of all centerline tie notes to the City, prior to the City's execution of this Agreement, Developer shall deposit cash with the City in the amount of **ONE THOUSAND SIX HUNDRED DOLLARS ($1,600)**. Said cash deposit may be released after receipt by the City of the centerline tie notes and written acknowledgment of payment in full from the engineer or surveyor.

13.1.4 Warranty Bond. To provide in the amount of ten percent (10%) of the Estimated Costs of the Work to guarantee and warrant the Work, for a period of one year following its completion and acceptance, against any defective work or labor done, or defective materials furnished, as required by California Government Code Section 66499.3(d). Any unused portion of the guarantee and warranty security shall be released one year after acceptance of the required improvements by the City Council.

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

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

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

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

to insurance proceeds, if any, received by City, its elected officials, officers, employees, agents, or volunteers.

16.0 Insurance.

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

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

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

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

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

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

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

20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

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

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

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

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

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

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

coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

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

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

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

16.11 Additional Insurance Provisions

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

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

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

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

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

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

17.0 Signs and Advertising. Developer understands and agrees to City's ordinances, regulations, and requirements governing signs and advertising structures. Developer hereby agrees with and consents to the removal by City of all signs or other advertising structures erected, placed, or situated in violation of any City ordinance, regulation, or other requirement. Removal shall be at the expense of Developer. Developer shall indemnify and hold City free and harmless from any claim or demand arising out of or incident to signs, advertising structures, or their removal.

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

19.0 General Provisions.

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

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

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

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

CITY:
City of Ontario
Engineering Department
303 East "B" Street

DEVELOPER:
ONTARIO EXTENDED STAY, LLC

Ontario, CA 91764
Attn: City Engineer

2600 Mission Street, Suite 203
San Marino, CA 91108
Attn: Philip Powers

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

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

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

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

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

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

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

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

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

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

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

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

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

19.15.1 The irrevocable offer of dedication or conveyance to City of appropriate rights-of-way, easements, or other interests in real property, and appropriate

authorization from the property owner to allow construction or installation of the Public Improvements or work; or

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

CITY OF ONTARIO

By: _____
Scott Ochoa, City Manager

ONTARIO EXTENDED STAY, LLC, a California limited liability company

By: _____
Signature

PHILIP POWERS
Print Name

PARTNER
Title

By: _____
Signature

Timothy Trout
Print Name

Partner
Title

ATTEST:

By: _____
Sheila Mautz, City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger, City Attorney

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

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

STATE OF CALIFORNIA)
COUNTY OF Los Angeles)

On Dec 4 2023 before me, Thomas Ramirez II, Notary Public, personally appeared Phillip Powers, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

THOMAS RAMIREZ II
Notary Public - California
Los Angeles County
Commission # 2457128
My Comm. Expires Aug 1, 2027

Signature: _____ (seal)

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

STATE OF CALIFORNIA)
COUNTY OF Los Angeles)

On Dec 4 2023 before me, Thomas Ramirez II, Notary Public, personally appeared Timothy Trout, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

THOMAS RAMIREZ II
Notary Public - California
Los Angeles County
Commission # 2457128
My Comm. Expires Aug 1, 2027

Signature: _____ (seal)

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

PARCEL NO. 20505

BEING A SUBDIVISION OF A PORTION OF THE EASTERLY 1601.84 FEET OF LOT 2, TRACT 2244 FILED IN BOOK 35, PAGES 50 THROUGH 56, INCLUSIVE, OF MAPS, AS DESCRIBED IN GRANT DEED, RECORDED SEPTEMBER 10, 2021 AS DOCUMENT NO. 2021-0414585 OF OFFICIAL RECORDS, ALONG WITH THAT PARCEL OF LAND AS DESCRIBED IN QUITCLAIM DEED RECORDED _____, 2023 AS DOCUMENT NO. 2023-_____ OF OFFICIAL RECORDS, ALL IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO.

APN: 0110-241-33

EXHIBIT "B"

LIST OF PUBLIC IMPROVEMENTS

PARCEL NO. 20505

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

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

[ENGINEERING COST ESTIMATE ATTACHED BEHIND THIS PAGE]

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Project Cost Estimate

Date 11/21/2023
Project Number 22-021
Location P.M. 20505, (N. Corona Ave. & G Str.)
Computed By KWC Engineers
Contact Phone No. 949-689-5555

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

Signature of Registered Civil Engineer

RCE No. 82043 Exp. Date: 3/31/24

REGISTERED PROFESSIONAL ENGINEER
TRAVIS C. MARTIN
No. 82043
CIVIL
STATE OF CALIFORNIA

Civil Engineer Stamp

APPROVED FOR BONDING PURPOSES PER CITY ENGINEER.
12/11/2023
DAVID ZUBITA

Approved By:
Date:

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Last Update: 08-23-21

CITY OF ONTARIO

ENGINEERING DEPARTMENT

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

For Encroachment Permit Fee Calculation

Date 11/21/2023
Project Number 22-021
Location P.M. 20505, (N. Corona Ave. & G Str.)
Computed By KWC Engineers
Contact Phone No. 949-689-5555

A.	STREET	Sub-Total	**$197,527.20**
B.	WATER	Sub-Total	**$104,155.98**
C.	RECYCLED WATER	Sub-Total	**$11,155.38**
D.	SEWER	Sub-Total	**$9,485.59**
E.	STORM DRAIN	Sub-Total	
F.	FIBER OPTIC	Sub-Total	**$84,663.43**
	TOTAL ESTIMATED CONSTRUCTION COST		**$406,987.57**

Construction Inspection Fee **$22,344.82**
(Exc. Landscape & Utility Poles Sections)
(Inc. $164 Inspection Base Fee)

Refundable Cash Deposit
(Collect only if security not posted with Final Map)
= **$406,987.57**

$500.00 Min

PERMIT FEE **$116.00**

TRAFFIC CONTROL PERMIT FEE **$103.00**

ENCROACHMENT PERMIT FEE TOTAL **$429,551.39**

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Project Cost Estimate 08-23-21

Last Update: 08-23-21

ENGINEERING DEPARTMENT

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

For Plan Check Fee Calculation

Date 11/21/2023
Project Number 22-021
Location P.M. 20505, (N. Corona Ave. & G Str.)
Computed By KWC Engineers
Contact Phone No. 949-689-5555

A.	STREET (Exc. Utility Poles Section)	Sub-Total	**$197,527.20**
B.	WATER	Sub-Total	**$104,155.98**
C.	RECYCLED WATER	Sub-Total	**$11,155.38**
D.	SEWER	Sub-Total	**$9,485.59**
E.	STORM DRAIN	Sub-Total	
F.	FIBER OPTIC	Sub-Total	**$84,663.43**
G.	LANDSCAPING (Inc. Neighborhood Edge and Median)	Sub-Total	

TOTAL ESTIMATED CONSTRUCTION COST (A+B+C+D+E+F+G) **$406,987.57**

Plan Check Fee **$18,924.92**

For Office Use Only

TOTAL ESTIMATED CONSTRUCTION COST (A+B+C+D+E) **$322,324.15**

Plan Check Fee **$14,988.07**

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Last Update: 08-23-21

CITY OF ONTARIO
ENGINEERING DEPARTMENT

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

For Security (i.e. Bond) Amount

(For Subdivision Maps Only)

Date 11/21/2023
Project Number 22-021
Location P.M. 20505, (N. Corona Ave. & G Str.)
Computed By KWC Engineers
Contact Phone No. 949-689-5555

A.	STREET	Sub-Total	**$282,190.63**
B.	WATER	Sub-Total	**$104,155.98**
C.	RECYCLED WATER	Sub-Total	**$11,155.38**
D.	SEWER	Sub-Total	**$9,485.59**
E.	STORM DRAIN	Sub-Total	

CONTINGENCY FOR UNSIGNED PLANS (10%)	**$40,698.76**
TOTAL SECURITY (i.e. BOND) ESTIMATE AMOUNT	**$447,686.33**

SECURITY (BOND) AMOUNTS

Performance Bond (100% of estimated cost)	**$447,686.33**
Labor and Material Bond (100% of estimated cost)	**$447,686.33**
Maintenance Bond* (10% of Performance Bond)	$44,768.63
Monumentation Cash Deposit** (No. of Monmuments to set 14)	**$1,600.00**

* To be provided prior to release of Performance Bond

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

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Last Update: 08-23-21

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Date 11/21/2023
Project Number 22-021

		Total Length in feet to be constructed
A.	WATER MAIN	365
B.	SEWER MAIN	65
C.	STORM DRAIN MAIN	
D.	RECYCLED WATER	
E.	FIBER OPTIC	1400

* To be provided to the Fiscal Services Department

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Project Cost Estimate 08-23-21

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ENGINEERING DEPARTMENT

Construction Cost Estimate Form

Street Improvements

Date 11/21/2023
Project Number 22-021
Location P.M. 20505 (N. Corona Ave. & G Str.)
Computed By KWC Engineers
Contact Phone No. 949-689-5555

CONSTRUCTION ITEM DESCRIPTION	QTY	UNIT	COST	TOTAL
PAVING *A.C. PAVEMENT ($0.39/IN/S.F. A.C. & $0.19/IN/S.F. CAB)				
A.C. UP TO 6" THICKNESS	5,033	S.F.	$2.34	$11,777.22
CRUSHED AGREGGATE BASE UP TO 8" THICKNESS	5,033	S.F.	$1.52	$7,650.16
A.C. PAVEMENT		Ton	$65.00	
A.C. BERM		L.F.	$13.00	
2" GRIND UP TO 5' IN WIDTH	31,250	S.F.	$0.40	$12,500.00
SAWCUT EXISTING AC BERM AND PAVEMENT	695	L.F.	$3.50	$2,432.50
SAWCUT EXISTING PCC CURB, GUTTER AND SIDEWALK	15	L.F.	$3.50	$52.50
IMPORT FILL (INCLUDING COMPACTION)		C.Y.	$25.00	
PREPARATION OF SUBGRADE		S.F.	$0.50	
A.C. PAVEMENT REMOVAL		S.F.	$3.50	
SLURRY SEAL (RPM TYPE II)		S.F.	$0.17	
TRENCH BACKFILL AND COMPACTION		S.F.	$3.50	
CONCRETE				
CURB & GUTTER	644	L.F.	$15.00	$9,660.00
P.C.C. CURB ONLY		L.F.	$12.00	
CROSS GUTTER/SPANDREL		S.F.	$7.00	
SIDEWALK	6,221	S.F.	$4.75	$29,549.75
WHEELCHAIR RAMP	1	EA.	$2,200.00	$2,200.00
TRAFFIC ISLAND		S.F.	$9.50	
CONCRETE PAVEMENT (PCC - REINFORCED, UP TO 10" THICKNESS)		S.F.	$7.80	
SIDEWALK STANDARD TRANSITION		S.F.	$10.00	
			10% Contingency	$7,582.21
			Street Improvements Sub-Total	$83,404.34

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Project Cost Estimate 08-23-21

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Construction Cost Estimate Form

Street Improvements

DRIVE APPROACHES				
RESIDENTIAL		S.F.	$6.50	
COMMERCIAL	791	S.F.	$8.50	$6,723.50
REMOVAL				
REMOVAL OF CONCRETE, CURB AND SIDEWALK		S.F.	$3.50	
REMOVAL OF BERM, A.C. OR P.C.C.	695	L.F.	$6.50	$4,517.50
REMOVAL OF CONCRETE, CURB AND SIDEWALK	15	L.F.	$6.50	$97.50
ADJUSTMENT TO GRADE				
MANHOLE		EA.	$600.00	
WATER VALVE		EA.	$325.00	
CLEANOUT		EA.	$265.00	
DRAINAGE				
PARKWAY DRAIN		EA.	$1,800.00	
SIGNS				
REFLECTOR SIGN AND POST		EA.	$175.00	
STREET NAME SIGN		EA.	$475.00	
TRAFFIC SIGN AND POST		EA.	$300.00	
BLUE REFLECTIVE PAVEMENT MARKER	4	EA.	$50.00	$200.00
REMOVE SIGN AND POST	3	EA.	$300.00	$900.00
REMOVE & SALVAGE EXIST. SIGN	1	EA.	$300.00	$300.00
NEW SIGN ON POST	1	EA.	$600.00	$600.00
NEW SIGN ON NEW STREET LIGHT POLE	3	EA.	$500.00	$1,500.00
RELOCATE EXIST. SIGN ON POLE & STREET LIGHT POLE	2	EA.	$300.00	$600.00
LIGHTING				
STREET LIGHT - 70, 100 WATT (INCLUDING CONDUIT & PULL BOXES)	2	EA.	$6,200.00	$12,400.00
- 150, 250 WATT (INCLUDING CONDUIT & PULL BOXES)	3	EA.	$6,500.00	$19,500.00
STREET LIGHT SERVICE PEDESTAL		EA.	$4,100.00	
STREET LIGHT SERVICE DUAL PEDESTAL		EA.	$5,900.00	
STRIPING				
SIGNING & STRIPING LOCAL STREET		L.F.	$4.50	
SIGNING & STRIPING COLLECTOR STREET	4,676	L.F.	$8.75	$40,915.00
SIGNING & STRIPING ARTERIAL STREET		L.F.	$12.75	
PAINTED LEGEND	8	EA.	$80.00	$640.00
THERMOPLASTIC LEGEND		EA.	$165.00	
REMOVE EXIST. CONFLICTING STRIPING	1	LS	$3,500.00	$3,500.00
			10% Contingency	$9,239.35
			Street Improvements Sub-Total	$101,632.85

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Project Cost Estimate 08-23-21

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Construction Cost Estimate Form

Street Improvements

TRAFFIC SIGNALS				
NEW TRAFFIC SIGNAL		EA.	$355,600.00	
MODIFY EXISTING SIGNAL (STREET WIDENING, PER CORNER)		EA.	$88,900.00	
REMOVE EXISTING SIGNAL		EA.	$25,000.00	
REPLACE/RESTORE T.S. DETECTION LOOP		EA.	$425.00	
TRAFFIC SIGNAL INTERCONNECT CONDUIT		L.F.	$17.00	
TRAFFIC SIGNAL INTERCONNECT CONDUIT & CABLE		L.F.	$20.00	
ADD LEFT TURN PHASING		L.S.	$30,000.00	
LANDSCAPE				
PARKWAY TREE WITH IRRIGATION		EA.	$525.00	
PARKWAY LANDSCAPING		S.F.	$6.00	
(INCLUDING IRRIGATION FACILITIES)				
NEIGHBORHOOD EDGE AND/OR MEDIAN LANDSCAPING		S.F.	$6.00	
(INCLUDING IRRIGATION FACILITIES)				
NEIGHBORHOOD EDGE AND/OR MEDIAN TREE		EA.	$525.00	
(INCLUDING IRRIGATION FACILITIES)				
UTILITY POLES				
RELOCATION OF POLE		EA.	$18,000.00	
UNDERGROUNDING OF POWER LINES		L.F.	$350.00	
UNDERGROUNDING OF COMMUNICATION LINES		L.F.	$90.00	
FIBER OPTIC				
CONDUIT PLACEMENT TRENCH/BORE (INCLUDES HANDHOLES)	1,400	L.F.	$45.00	$63,000.00
(ARTERIAL/COLLECTOR STREETS - MAIN BACKBONE)				
CONDUIT PLACEMENT TRENCH/BORE FROM NEAREST HANDOLE		L.F.	$45.00	
TO BUILDING ENTRANCE (INCLUDES HANDHOLES)				
(ARTERIAL/COLLECTOR STREETS - MAIN BACKBONE)				
IN-TRACT LOCAL STREETS				
FIBER CONDUIT PLACEMENT		L.F.	$5.70	
FIBER TRENCH	1,400	L.F.	$6.50	$9,100.00
FIBER TRENCH - FROM HANDHOLE TO BLDG		L.F.	$6.50	
HANDHOLE - FLOWER POT (FP)		EA.	$125.00	
HANDHOLE - HH-3		EA.	$250.00	
HANDHOLE - HH-4		EA.	$375.00	
OTHER				
BORE AC PAVEMENT		L.F.	$20.00	
BORE PARKWAY		L.F.	$10.00	
MICRO TRENCHING		L.F.	$8.15	
			10% Contingency	$7,210.00
			Street Improvements Sub-Total	$79,310.00
TRAFFIC CONTROL	1	L.S.	$7,269.55	$7,269.55
MOBILIZATION, SWPPP, EROSION CONTROL	1	L.S.	$10,573.89	$10,573.89
			(Sub-Total Transferred to Item "A" on Summary Sheet)	$282,190.63

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Project Cost Estimate 08-23-21

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ONTARIO

Construction Cost Estimate form

Water Improvements

Date 11/21/2023
Project Number 22-021
Location P.M. 20505, (N. Corona Ave. & G Str.)
Computed By KWC Engineers
Contact Phone No. 949-689-5555

CONSTRUCTION ITEM DESCRIPTION	QTY	UNIT	COST	TOTAL
WATER / FIRE MAIN				
6" IN EASEMENT AREA ONLY (NOT IN PAVED STREET)		L.F.	$30.00	
8" IN EASEMENT AREA ONLY (NOT IN PAVED STREET)		L.F.	$40.00	
10" IN EASEMENT AREA ONLY (NOT IN PAVED STREET)		L.F.	$45.00	
FIRE - 6" INC. EXC., BACKFILL & PVMT RESTORATION	145	L.F.	$90.00	$13,050.00
8" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$90.00	
FIRE - 8" INC. EXC., BACKFILL & PVMT RESTORATION	220	L.F.	$90.00	$19,800.00
10" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$95.00	
12" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$105.00	
16" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$115.00	
WATER SERVICE				
(EXCLUDES AC REMOVAL AND REPLACEMENT)				
1" WATER SERVICE WITH METER BOX		EA.	$1,000.00	
2" WATER SERVICE WITH METER BOX	1	EA.	$2,200.00	$2,200.00
4" WATER SERVICE WITH METER BOX	1	EA.	$4,000.00	
FIRE WATER SERVICE				
6" WATER SERVICE	1	EA.	$6,000.00	$6,000.00
8" WATER SERVICE	1	EA.	$8,000.00	$8,000.00
FIRE HYDRANT				
(EXCLUDES AC REMOVAL AND REPLACEMENT)				
BREAK-OFF TYPE FIRE HYDRANT (INC. CONNECTION)	1	EA.	$5,400.00	$5,400.00
RELEASE / BLOW-OFF				
(EXCLUDES AC REMOVAL AND REPLACEMENT)				
AIR RELEASE VALVE (INC. CONNECTION)		EA.	$4,600.00	
BLOW-OFF VALVE (INC. CONNECTION)		EA.	$4,500.00	
			10% Contingency	$5,445.00
			Water Improvements Sub-Total	$59,895.00

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Construction Cost Estimate form

Water Improvements

BACKFLOW ($1000/IN)				
RP 2" AND SMALLER	2	EA.	$3,000.00	$6,000.00
DDC ABOVE GROUND (UP TO 6" DIAMETER)	2	EA.	$7,000.00	$14,000.00
GATE VALVE				
6"		EA.	$550.00	
8"		EA.	$850.00	
10"		EA.	$1,250.00	
12"		EA.	$1,375.00	
16"		EA.	$3,425.00	
HOT TAP				
HOT TAP WITH VALVE		EA.	$1,750.00	
CONNECTION TO EXISTING 4" MAIN	2	EA.	$3,500.00	$7,000.00
CONNECTION TO EXISTING 6" MAIN	1	EA.	$3,500.00	$3,500.00
CONNECTION TO EXISTING 8" MAIN	1	EA.	$3,750.00	$3,750.00
CONNECTION TO EXISTING 12" MAIN		EA.	$4,100.00	
INSTALL TEE		EA.	$300.00	
REMOVE EXISTING BLIND FLANGE		EA.	$475.00	
CONCRETE THRUST BLOCK		EA.	$585.00	
OTHER				
			10% Contingency	$3,425.00
			Water Improvements Sub-Total	$37,675.00
TRAFFIC CONTROL		L.S.	2683.18	$2,683.18
MOBILIZATION, SWPPP, EROSION CONTROL		L.S.	**3902.8**	**$3,902.80**
			(Sub-Total Transferred to Item "B" on Summary Sheet)	**$104,155.98**

CITY OF ONTARIO

Construction Cost Estimate form

Recycled Water Improvements

Date 11/21/2023
Project Number 22-021
Location P.M. 20505, (N. Corona Ave. & G Str.)
Computed By KWC Engineers
Contact Phone No. 949-689-5555

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

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Construction Cost Estimate form

Recycled Water Improvements

BACKFLOW ($1000/IN)				
RP 2" AND SMALLER		EA.	$3,000.00	
DDC ABOVE GROUND (UP TO 6" DIAMETER)		EA.	$7,000.00	
GATE VALVE				
6"		EA.	$550.00	
8"		EA.	$850.00	
10"		EA.	$1,250.00	
12"		EA.	$1,375.00	
16"		EA.	$3,425.00	
HOT TAP				
HOT TAP WITH VALVE		EA.	$1,750.00	
CONNECTION TO 8" MAIN	2	EA.	$3,750.00	$7,500.00
CONNECTION TO 12" MAIN		EA.	$4,100.00	
INSTALL TEE		EA.	$300.00	
REMOVE EXISTING BLIND FLANGE		L.S.	$475.00	
CONCRETE THRUST BLOCK		EA.	$585.00	
OTHER				
10% Contingency				$750.00
Water Improvements Sub-Total				$8,250.00
TRAFFIC CONTROL		L.S.	287.38	$287.38
MOBILIZATION, SWPPP, EROSION CONTROL		L.S.	**418**	**$418.00**
(Sub-Total Transferred to Item "C" on Summary Sheet)				**$11,155.38**

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ENGINEERING DEPARTMENT

Construction Cost Estimate Form

Sewer Improvements

Date 11/21/2023
Project Number 22-021
Location P.M. 20505, (N. Corona Ave. & G Str.)
Computed By KWC Engineers
Contact Phone No. 949-689-5555

CONSTRUCTION ITEM DESCRIPTION	QTY	UNIT	COST	TOTAL
SEWER MAIN (VCP ONLY)				
8" & SMALLER IN EASEMENT AREA ONLY (NOT IN PAVED STREET)	65	L.F.	$40.00	$2,600.00
10" IN EASEMENT AREA ONLY (NOT IN PAVED STREET)		L.F.	$60.00	
12" & LARGER IN EASEMENT AREA ONLY (NOT IN PAVED STREET)		L.F.	$63.00	
8" INC. EXCAVATION, BACKFILL & PAVEMENT RESTORATION		L.F.	$70.00	
10" INC. EXCAVATION, BACKFILL & PAVEMENT RESTORATION		L.F.	$75.00	
12" INC. EXCAVATION, BACKFILL & PAVEMENT RESTORATION		L.F.	$80.00	
15" INC. EXCAVATION, BACKFILL & PAVEMENT RESTORATION		L.F.	$90.00	
18" INC. EXCAVATION, BACKFILL & PAVEMENT RESTORATION		L.F.	$95.00	
21" INC. EXCAVATION, BACKFILL & PAVEMENT RESTORATION		L.F.	$105.00	
24" INC. EXCAVATION, BACKFILL & PAVEMENT RESTORATION		L.F.	$115.00	
MANHOLE				
MANHOLE	1	EA.	$4,050.00	$4,050.00
DROP MANHOLE		EA.	$4,100.00	
VAULT		EA.	$3,500.00	
MONITORING FACILITY / NON TRAFFIC AREA		EA.	$1,750.00	
MONITORING MANHOLE		EA.	$4,100.00	
CLEANOUT		EA.	$1,750.00	
REMOVE/ABANDON EXISTING MANHOLE		EA.	$1,200.00	
REMOVE EXISTING SEWER				
UP TO 12" DIAMETER		L.F.	$55.00	
GREATER THAN 12" DIAMETER		L.F.	$70.00	
			10% Contingency	$665.00
			Sewer Improvements Sub-Total	**$7,315.00**

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Construction Cost Estimate Form

Sewer Improvements

LATERAL				
4" HOUSE CONNECTION TO SEWER MAIN IN STREET		L.S.	$2,925.00	
6" & SMALLER VCP SEWER LATERAL / EASEMENT	34	L.F.	$42.00	$1,428.00
6" & SMALLER VCP SEWER LATERAL / PAVED STREET		L.F.	$70.00	
SEWER CHIMNEY		EA.	$1,170.00	
SEWER SADDLE		EA.	$1,170.00	
WYE 4" x 8" TYPICAL		EA.	$115.00	
OIL/GREASE INTERCEPTOR NOT IN STREET		EA.	$1,750.00	
OTHER				
			10% Contingency	$142.80
			Sewer Improvements Sub-Total	**$1,570.80**
TRAFFIC CONTROL		L.S.	$244.36	$244.36
MOBILIZATION, SWPPP, EROSION CONTROL		L.S.	**355.432**	**$355.43**
			(Sub-Total Transferred to Item "D" on Summary Sheet)	**$9,485.59**

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ENGINEERING DEPARTMENT

Construction Cost Estimate form

Storm Drain Improvements

Date 11/21/2023
Project Number 22-021
Location P.M. 20505, (N. Corona Ave. & G Str.)
Computed By KWC Engineers
Contact Phone No. 949-689-5555

CONSTRUCTION ITEM DESCRIPTION	QTY	UNIT	COST	TOTAL
STORM DRAIN (RCP SIZE X $3.25 / INCH OF I.D. UP TO 60" DIAMETER)				
24" RCP INC. EXC., BACKFILL & PAVEMENT RESTORATION		L.F.	$78.00	
63" RCP INC. EXC., BACKFILL & PAVEMENT RESTORATION		L.F.	$210.00	
66" RCP INC. EXC., BACKFILL & PAVEMENT RESTORATION		L.F.	$260.00	
72" RCP INC. EXC., BACKFILL & PAVEMENT RESTORATION		L.F.	$290.00	
78" RCP INC. EXC., BACKFILL & PAVEMENT RESTORATION		L.F.	$305.00	
81" RCP INC. EXC., BACKFILL & PAVEMENT RESTORATION		L.F.	$320.00	
84" RCP INC. EXC., BACKFILL & PAVEMENT RESTORATION		L.F.	$330.00	
90" RCP INC. EXC., BACKFILL & PAVEMENT RESTORATION		L.F.	$350.00	
96" RCP INC. EXC., BACKFILL & PAVEMENT RESTORATION		L.F.	$365.00	
102" RCP INC. EXC., BACKFILL & PAVEMENT RESTORATION		L.F.	$470.00	
108" RCP INC. EXC., BACKFILL & PAVEMENT RESTORATION		L.F.	$480.00	
24" X 36" CMPA (10 GUAGE)		L.F.	$140.00	
27" X 43" CMPA (10 GUAGE)		L.F.	$150.00	
LATERAL				
18" RCP OR SMALLER		L.F.	$45.00	
(INC. EXC., BACKFILL & PAVEMENT RESTORATION)				
MANHOLE		EA.	$4,500.00	
JUNCTION STRUCTURE		EA.	$4,000.00	
			10% Contingency	
			Storm Drain Improvements Sub-Total	

Construction Cost Estimate form

Storm Drain Improvements

CATCH BASIN				
CATCH BASIN LESS THAN 7' IN WIDE		L.F.	$409.50	
7' WIDE - CB WITH SCREEN INLET		E.A.	$3,900.00	
10' WIDE- CB WITH SCREEN INLET		E.A.	$4,200.00	
14' WIDE - CB WITH SCREEN INLET		E.A.	$4,700.00	
21' WIDE - CB WITH SCREEN INLET		E.A.	$4,900.00	
LOCAL DEPRESSION FOR UP TO 10' WIDE CB		L.S.	$585.00	
LOCAL DEPRESSION FOR > 10' WIDE CB		L.S.	$1,200.00	
SAW CUT, REMOVE & OVERLAY EXIST. PAVEMENT AS REQUIRED		L.S.	$7,500.00	
PROTECT OR REMOVE & REINSTALL EXIST. 8" SEWER AS REQUR.		L.S.	$5,000.00	
PROTECT OR REMOVE & REINSTALL EXIST. 8" WATER AS REQUR.		L.S.	$5,000.00	
SAW CUT & REMOVE EXIST. CURB & GUTTER AND REINSTALL		L.S.	$7,500.00	
SAW CUT & JOIN EXIST. S.D. TO INSTALL CONCRETE COLLAR		EA.	$5,000.00	
REMOVE EXIST. 66" RCP PIPE		L.F.	$130.00	
REMOVE EXIST. S.D. STRUCTURE		EA.	$2,500.00	
REINFORCED CONCRETE BOX				
(INC. EXCAVATION, BACKFILL & PAVEMENT RESTORATION)				
4' X 6' RCB		L.F.	$400.00	
7' X 6' RCB		L.F.	$470.00	
7' X 8.5' RCB		L.F.	$560.00	
7' X 9.5' RCB		L.F.	$575.00	
8' X 11' RCB		L.F.	$585.00	
8' X 13' RCB		L.F.	$600.00	
9' X 9' RCB		L.F.	$610.00	
9' X 12' RCB		L.F.	$650.00	
OUTLET STRUCTURE		EA.	$700.00	
INLET STRUCTURE		EA.		
TRANSITION STRUCTURE		L.S.	$1,700.00	
OTHER - UNDERGROUND RETENTION CHAMBER				
CHAMBER STRUCTURE 1		S.F.	$93.00	
CHAMBER STRUCTURE 2		S.F.	$93.00	
			10% Contingency	
			Storm Drain Improvements Sub-Total	
TRAFFIC CONTROL		L.S.		
MOBILIZATION, SWPPP, EROSION CONTROL		L.S.	$ -	
(Sub-Total Transferred to Item "E" on Summary Sheet)				

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EXHIBIT "C"

SURETY BONDS AND OTHER SECURITY

PARCEL NO. 20505

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

FAITHFUL PERFORMANCE BOND: **$447,686.33**

Surety: The Ohio Casualty Insurance Company
Attorney-in-fact: June Yamauchi
Address: P.O. Box 34526, Seattle, WA 98124
Phone: (888) 844-2663

LABOR AND MATERIAL BOND: **$447,686.33**

Surety: The Ohio Casualty Insurance Company
Attorney-in-fact: June Yamauchi
Address: P.O. Box 34526, Seattle, WA 98124
Phone: (888) 844-2663

GUARANTEE AND WARRANTY SECURITY BOND: **$44,768.63**

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

CASH MONUMENT SECURITY: **$1,600.00**

Amount deposited per Cash Receipt No. ev-20231128-18
Date: November 28, 2023

[BONDS ATTACHED BEHIND THIS PAGE]

Bond Number: 024265754
Premium: $6,715

CITY OF ONTARIO

FAITHFUL PERFORMANCE BOND FOR SUBDIVISION IMPROVEMENT AGREEMENT

PROJECT: PARCEL MAP NUMBER 20505

WHEREAS, the conditions placed on the tentative/parcel map for Parcel No. 20505 require that the City of Ontario, a municipal corporation of the State of California ("CITY"), by its City Council, and Ontario Extended Stay, LLC, a California limited liability company ("PRINCIPAL") enter into an agreement ("Agreement") whereby the PRINCIPAL agrees to install and complete certain designated public improvements ("Public Improvements"); and

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

NOW, THEREFORE, PRINCIPAL and The Ohio Casualty Insurance Company ("SURETY"), a corporation organized and existing under the laws of the State of New Hampshire, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto CITY in the sum of **FOUR HUNDRED FORTY-SEVEN THOUSAND SIX HUNDRED EIGHTY-SIX DOLLARS AND 33/100 CENTS ($447,686.33)**, said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by PRINCIPAL and SURETY above named, on December 2nd, 20 23.

The Ohio Casualty Insurance Company
Name of Surety

P.O. Box 34526, Seattle, WA 98124
Attention: LMS Claims
Mailing Address of Surety

(888) 844-2663
Telephone No. of Surety

By: June Yamauchi June Yamauchi
Attorney in Fact

ONTARIO EXTENDED STAY, LLC, a California limited liability company
Principal

By: _____
Title: PRINCIPAL

and

By: _____
Title: Principal

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

RISK MANAGEMENT
DATE 12/11/23
SURETY APPROVED ONLY
INITIAL Oscar Avila

RISK MANAGEMENT
DATE
SURETY APPROVED ONLY
INITIAL

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8210103-976329**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, John P. Post, June Yamauchi

all of the city of Torrance state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 16th day of May, 2023.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 16th day of May, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2nd day of December, 2023.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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

STATE OF CALIFORNIA)
COUNTY OF Los Angeles)

On December 2, 2023 before me, John W. Rodriguez, Notary Public, personally appeared June Yamauchi, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____ (seal)

JOHN W. RODRIGUEZ
Notary Public - California
Los Angeles County
Commission # 2358197
My Comm. Expires May 19, 2025

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

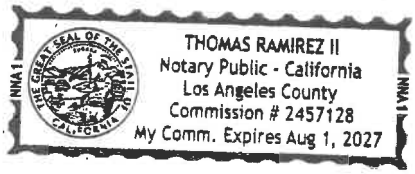
State of California

County of Los Angeles

On Dec 4 2023 before me, Thomas Ramirez II,A Notary Public,

personally appeared Philip Powers, Timothy Trout

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



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

WITNESS my hand and official seal

Signature

OPTIONAL **(Information below is not required by law, but may prove to be of value to persons relying on the Document)**

Description of Attached Document

Title or Type of Document:

Document Date: Number of Pages:

Signers Other Than Named Above:

Bond Number: 024265754
Premium: $6,715

CITY OF ONTARIO

LABOR & MATERIAL BOND FOR SUBDIVISION IMPROVEMENT AGREEMENT

PROJECT: PARCEL MAP NUMBER 20505

WHEREAS, the conditions placed on the tentative/parcel map for Parcel No. 20505 require that the City of Ontario, a municipal corporation of the State of California ("CITY"), by its City Council, and ONTARIO EXTENDED STAY, LLC, a California limited liability company ("PRINCIPAL") enter into an agreement ("Agreement") whereby the PRINCIPAL agrees to install and complete certain designated public improvements ("Public Improvements"); and

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

NOW, THEREFORE, PRINCIPAL and The Ohio Casualty Insurance Company ("SURETY"), a corporation organized and existing under the laws of the State of New Hampshire, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto CITY and to any and all material men, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the Public Improvements, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to the Public Improvements to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid excepting the PRINCIPAL, the sum of **FOUR HUNDRED FORTY-SEVEN THOUSAND SIX HUNDRED EIGHTY-SIX DOLLARS AND 33/100 CENTS ($447,686.33)**, said sum being not less than 100% of the total cost of the Public Improvements under the terms of the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

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

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

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by PRINCIPAL and SURETY above named, on December 2nd, 20 23.

The Ohio Casualty Insurance Company
Name of Surety

P.O. Box 34526, Seattle, WA 98124
Attention: LMS Claims
Mailing Address of Surety

(888) 844-2663
Telephone No. of Surety

By: June Yamauchi June Yamauchi
Attorney in Fact

ONTARIO EXTENDED STAY, LLC, a California limited liability company
Principal

By:
Title: PRINCIPAL

and

By:
Title: Principal

RISK MANAGEMENT
DATE
SURETY
INITIA ONLY

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

AXV
RISK MANAGEMENT
DATE 12/11/23
SURETY APPROVED ONLY
INITIAL Oscar Avila

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8210103-976329**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, John P. Post, June Yamauchi

all of the city of Torrance state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 16th day of May, 2023.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 16th day of May, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2nd day of December, 2023.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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

State of California
County of Los Angeles

On December 2, 2023 before me, John W. Rodriguez, Notary Public, personally appeared June Yamauchi, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

[SEAL]

Signature _____

JOHN W. RODRIGUEZ
Notary Public - California
Los Angeles County
Commission # 2358197
My Comm. Expires May 19, 2025

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

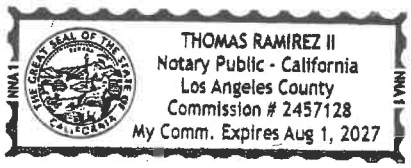
State of California

County of Los Angeles

On Dec 4 2023 before me, Thomas Ramirez II,A Notary Public,

personally appeared Philip Powers, Timothy Trout

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



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

WITNESS my hand and official seal

Signature _____

OPTIONAL **(Information below is not required by law, but may prove to be of value to persons relying on the Document)**

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signers Other Than Named Above: _____

Bond Number: 024265754
Premium: $6,715

CITY OF ONTARIO

SUBDIVISION MAINTENANCE BOND
GUARANTEE AND WARRANTY SECURITY

PROJECT: PARCEL MAP NUMBER 20505

WHEREAS, the conditions placed on the tentative/parcel map for Parcel No. 20505 require that the City Council of the City of Ontario, State of California, and ONTARIO EXTENDED STAY, LLC, a California limited liability company ("PRINCIPAL") enter into an agreement by which PRINCIPAL agrees to install and complete certain designated public improvements and to guarantee and warrant the work for a period of one year following its completion and acceptance ("Agreement"); and

WHEREAS, PRINCIPAL is required under the terms of the Agreement to furnish a bond to guarantee and warrant the work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, to comply with the terms of the Agreement.

NOW, THEREFORE, we, PRINCIPAL and The Ohio Casualty Insurance Company a corporation organized and existing under the laws of the State of New Hampshire, admitted and duly authorized to transact business under the laws of the State of California as surety ("SURETY"), are held and firmly bound unto the City of Ontario as obligee ("CITY"), in the penal sum of **FORTY-FOUR THOUSAND SEVEN HUNDRED SIXTY-EIGHT DOLLARS AND 63/100 CENTS ($44,768.63)** dollars lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if PRINCIPAL, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, provisions in the said agreement and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless CITY, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations of this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications. The surety waives all rights of subrogation against CITY or any person employed by CITY.

IN WITNESS WHEREOF, this instrument has been duly executed by PRINCIPAL and SURETY above named, on December 2nd, 2023.

The Ohio Casualty Insurance Company
Name of Surety

P.O. Box 34526, Seattle, WA 98124
Attention: LMS Claims
Mailing Address of Surety

(888) 844-2663
Telephone No. of Surety

By: June Yamauchi
June Yamauchi
Attorney in Fact

ONTARIO EXTENDED STAY, LLC, a California limited liability company
Principal

By: _____
Title: PRINCIPAL

and

By: _____
Title: Principal

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

A XV
RISK MANAGEMENT
DATE 12/11/23
SURETY APPROVED ONLY
INITIAL Oscar Avila

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8210103-976329**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, John P. Post, June Yamauchi

all of the city of Torrance state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 16th day of May, 2023.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 16th day of May, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2nd day of December, 2023.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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STATE OF CALIFORNIA)
COUNTY OF Los Angeles)

On December 2, 2023 before me, John W. Rodriguez, Notary Public, personally appeared June Yamauchi, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____ (seal)

JOHN W. RODRIGUEZ
Notary Public - California
Los Angeles County
Commission # 2358197
My Comm. Expires May 19, 2025

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

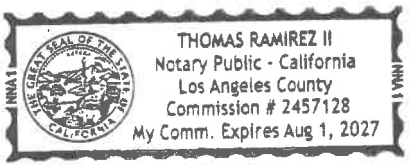
State of California

County of Los Angeles

On Dec 4 2023 before me, Thomas Ramirez II,A Notary Public,

personally appeared Philip Powers, Timothy Trevit

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



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

WITNESS my hand and official seal

Signature

OPTIONAL **(Information below is not required by law, but may prove to be of value to persons relying on the Document)**

Description of Attached Document

Title or Type of Document:

Document Date: Number of Pages:

Signers Other Than Named Above:

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO
AND MAIL TAX STATEMENTS TO:

City of Ontario
303 East "B" Street
Ontario, California 91764
Attn: Records Management Dept

Portion of APN 0110-241-33 Documentary Transfer Tax $_____

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

CITY OF ONTARIO, a municipal corporation,

does hereby REMISE, RELEASE AND QUITCLAIM to

ONTARIO EXTENDED STAY, LLC, a California limited liability company

the real property in the County of San Bernardino, State of California, described on EXHIBIT "A" and "B" attached hereto and incorporated herein by this reference.

City of Ontario, a municipal corporation

By: _____
Scott Ochoa
City Manager

MAIL TAX STATEMENTS TO THE ADDRESS ABOVE

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)

COUNTY OF _____)

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

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

WITNESS my hand and official seal.

_____

Signature (Seal)

MAIL TAX STATEMENTS TO THE ADDRESS ABOVE

EXHIBIT "A"

LEGAL DESCRIPTION

In the City of Ontario, County of San Bernadino, State of California, Being a portion of that parcel of land Granted to the City of Ontario, in the Document recorded December 28, 1971 in Book 7823, Page 876, of Official Records in the Office of the County Recorder of said County, being shown as Parcel 2733-1 of "G" Street on Caltrans Right of Way Map No. 419532, said portion being further described as follows:

BEGINNING at the southerly terminus of that course on the southwesterly Right of Way of said "G" Street bearing South 20°53'48" East, being shown as South 20°55'16" East and having a distance of 243.17 feet per said Caltrans Right of Way Map, said point also being the beginning of a tangent curve, concave northeasterly and having a radius of 444.00 feet;

Thence southeasterly along said tangent curve, leaving said southwesterly Right of Way and concentric with, and distant, 44.00 feet southwesterly of the centerline of said "G" Street, through a central angle of 33°02'16", an arc distance of 256.02 feet to the most northeasterly corner of Parcel 1 of Parcel Map No. 10311, as shown on Parcel Map Book 120, Pages 14 through 16, inclusive of Parcel Maps, in the Office of said County Recorder;

Thence westerly along the north line of said Parcel 1, South 89°34'20" West, a distance of 17.98 feet to a point on said southwesterly Right of Way of said "G" Street, said point also being the beginning of a non-tangent curve, concave northeasterly and having a radius of 400.00 feet, a radial bearing to said point bears South 38°22'18" West;

Thence northwesterly along said Right of Way and said curve, through a central angle of 35°13'46", an arc distance of 245.95 feet to said **POINT OF BEGINNING**.

Subject to: Covenants, conditions, restrictions, reservations, easements and Right of Ways of record, if any.

Said described portion having an area of 1,757 square feet, more or less.

All as shown on **Exhibit 'B"**, attached hereto and by this reference, made a part thereof.

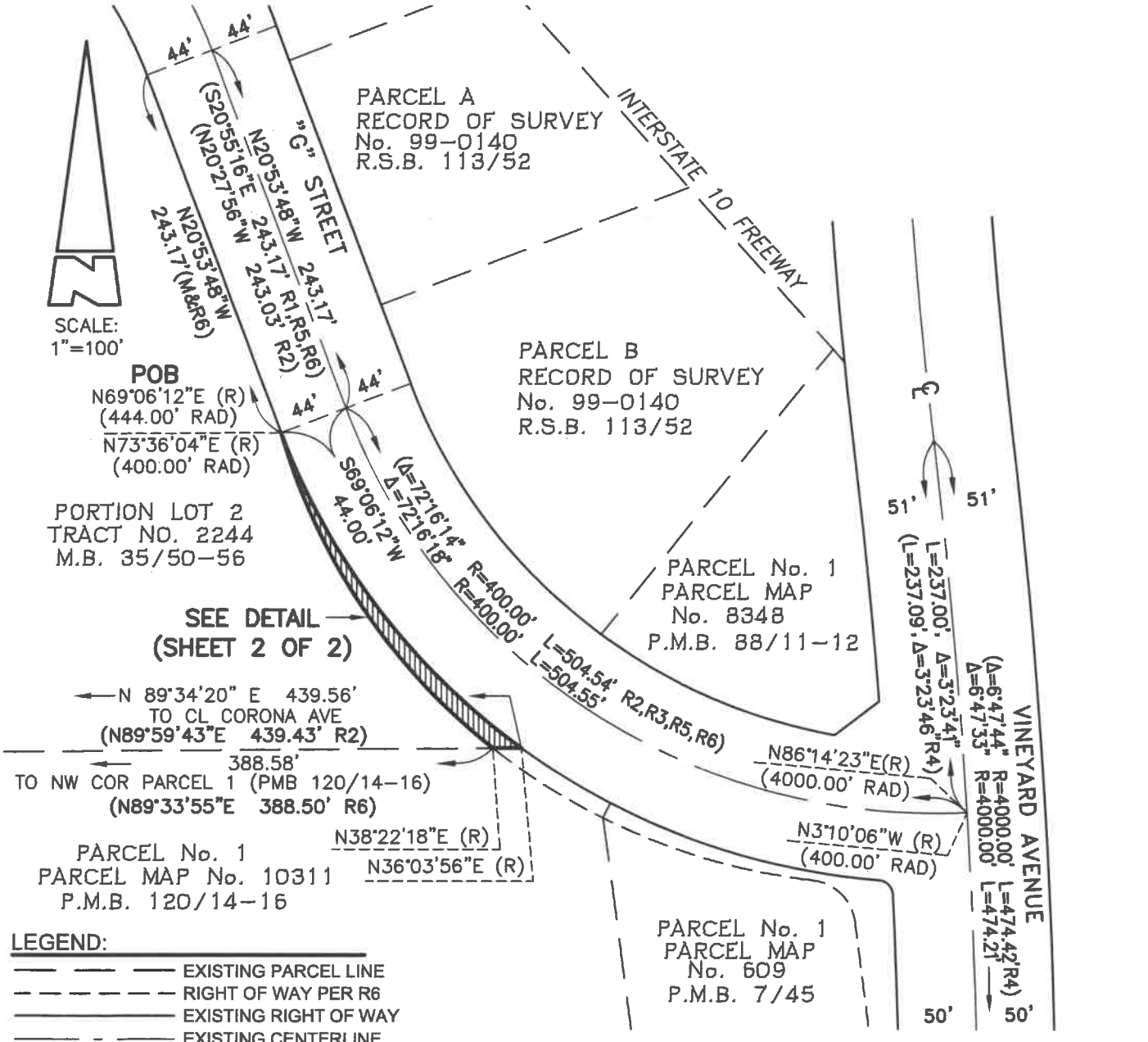
KWC ENGINEERS
CIVIL ENGINEERS • PLANNERS • SURVEYORS

Thomas Caseldine 12-7-23
Thomas M. Caseldine Date
P.L.S. 9029



December 7, 2023
LLC/KWC/llc
R:\21\2225\SURVEY\LEGALS\ROW\G ST QUITCLAIM.DOC

EXHIBIT "B"
PLAT TO ACCOMPANY LEGAL DESCRIPTION



NOTE: SEE SHEET 2 OF 2 FOR REFERENCES.

LEGEND:

— — —	EXISTING PARCEL LINE
- - - - -	RIGHT OF WAY PER R6
———	EXISTING RIGHT OF WAY
——— - ———	EXISTING CENTERLINE
▨	AREA OF DESCRIPTION
POB	POINT OF BEGINNING
(R)	INDICATES RADIAL BEARING
(RAD)	INDICATES RADIUS
(M&R)	INDICATES MEASURED AND RECORD PER REFERENCE
NW	INDICATES NORTHWEST
CL	INDICATES CENTERLINE

AREA: 1,757 SQ FT=0.04 ACRES

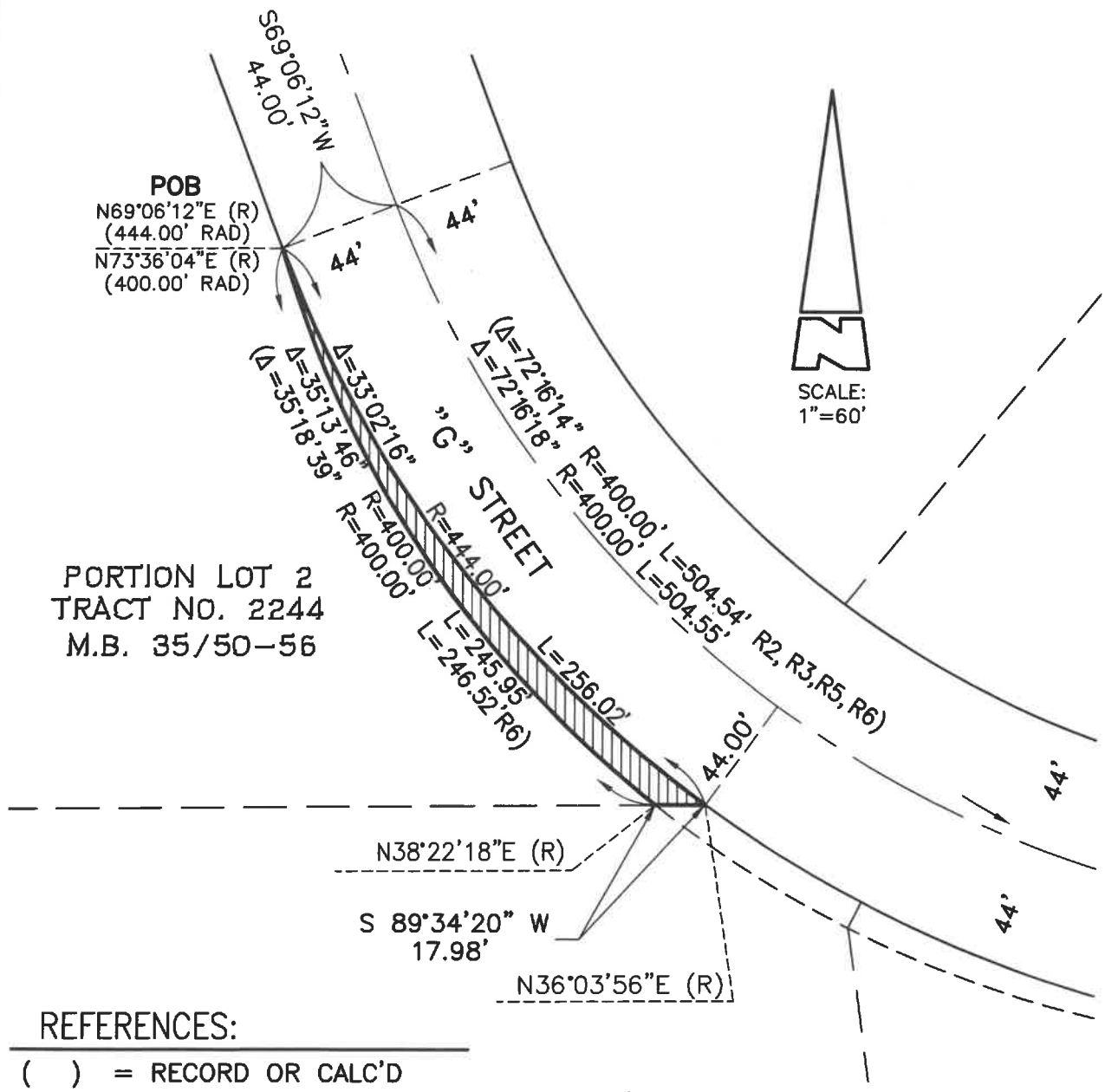
PROFESSIONAL LAND SURVEYOR ★ THOMAS M. CASELDINE No. 9029 ★ STATE OF CALIFORNIA

Thomas Caseldine 12-7-22

THOMAS CASELDINE — DATE
P.L.S. NO. 9029

KWC ENGINEERS
CIVIL ENGINEERING • PLANNING • SURVEYORS
1880 COMPTON AVENUE, SUITE 100
CORONA, CA. 92881-3370 • 951-734-2130

EXHIBIT "B"
PLAT TO ACCOMPANY LEGAL DESCRIPTION



REFERENCES:

( ) = RECORD OR CALC'D
R1 = PARCEL MAP No. 8370, P.M.B. 106/96-97.
R2 = PARCEL MAP No. 10311, P.M.B. 120/14-16.
R3 = PARCEL MAP No. 609, P.M.B. 7/45.
R4 = PARCEL MAP No. 8348, P.M.B. 88/11-12.
R5 = RECORD OF SURVEY No. 99-0140, R.S.B. 113/52.
R6 = CALTRANS RIGHT OF WAY MAP No. 74905-04.

NOTE: SEE SHEET 1 OF 2 FOR LEGEND

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CITY OF ONTARIO *Agenda Report* **December 19, 2023**	**SECTION:** **CONSENT CALENDAR**
Department: Engineering Prepared By: Nathan Kuan Staff Member Presenting: Scott Murphy, Executive Director Community Development Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 8

SUBJECT: **AN AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH PARSONS CORPORATION FOR ENGINEERING DESIGN SERVICES FOR VARIOUS TRANSFORMATIVE CLIMATE COMMUNITIES (TCC) ACTIVE TRANSPORTATION PROJECTS**

RECOMMENDATION: That the City Council approve Amendment No. 4 to the Professional Services Agreement with Parsons Corporation of Illinois, for additional engineering and design services for the various TCC active transportation projects in the amount of $150,000. The revised total is $927,001 with a 10% contingency of $15,000, for a new not-to-exceed authorization amount of $942,001; and authorize the City Manager, or his designee, to execute said agreement and future amendments within the authorization limits.

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

FISCAL IMPACT: The cumulative project budget includes appropriations of $777,001 from the Road Maintenance and Rehabilitation Account (RMRA-SB1) for design services. The proposed Amendment No. 4 increases the Agreement amount by $150,000, plus an additional ten percent contingency of $15,000 for a revised total not-to-exceed authorization of $942,001. Upon approval, additional appropriations from the RMRA-SB1 fund will be included in a subsequent quarterly budget report to City Council as needed.

BACKGROUND & ANALYSIS: On February 2019, the City awarded a contract to Parsons Corporation for design services for various Transformative Climate Communities (TCC) active transportation projects. This subject Amendment is for additional design, preparation of specifications and estimates, and construction support. Parsons Corporation has agreed to the scope of work associated with the project and will be compensated per the terms as set forth in the Agreement.

CITY OF ONTARIO

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

PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

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

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 4

TO THE DESIGN SERVICES AGREEMENT

BETWEEN

THE CITY OF ONTARIO

AND

PARSONS TRANSPORTATION GROUP, INC.

1. Parties and Date.

This Amendment No. 4 to the Agreement (as defined herein) is made and entered into as of this ___ day of _____, 2023, by and between the City of Ontario, ("City") and Parsons Transportation Group, Inc., a California Corporation ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. The City and Consultant have entered into an agreement entitled "Design Services Agreement" dated February 5, 2019 ("Agreement").

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement to revise the scope of services, add **ONE HUNDRED FIFTY THOUSAND DOLLARS and NO/100 ($150,000.00)** to the compensation amount, and increase the not-to-exceed compensation amount to **NINE HUNDRED TWENTY SEVEN THOUSAND ONE DOLLAR AND NO/100 ($927,001.00)** with the term of the Agreement to extend through December 31, 2025. The Parties have heretofore entered into that Amendment No. 1 dated June 4, 2020, Amendment No. 2 dated August 18, 2022, and Amendment No. 3 dated September 20, 2022.

2.3 Amendment Authority. This Amendment No. 4 is authorized pursuant to Section 3.8 of the Agreement.

3. Terms.

3.1 Amendment. Section 3.1.1 Scope of Services of the Agreement is hereby amended in its entirety to read as follows:

Section 3.1.1 Scope of Services Consultant promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional architectural and related services necessary for the full and adequate completion of the Project consistent with the provisions of this Agreement (hereinafter referred to as "Services"). The Services are more particularly described throughout this Agreement, including Exhibit "A", Exhibit "A-1", Exhibit "A-2", and Exhibit "A-3" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, any exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. All Services performed by Consultant shall be subject to the sole and discretionary approval of the City, which approval shall not be unreasonably withheld.

Section 3.1.2. Section 3.1.2 of the Agreement is hereby amended to read as follows:

Section 3.1.2 Term The term of this Agreement shall be from February 5, 2019 to December 31, 2025 unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

Section 3.10.1. Section 3.10.1 of the Agreement is hereby amended to read as follows:

Section 3.10.1 Consultant's Compensation for Basic Services City shall pay to Consultant, for the performance of all Services rendered under this Agreement, the total not to exceed amount of **NINE HUNDRED TWENTY-SEVEN THOUSAND ONE DOLLAR AND NO/100 ($927,001.00)**. This Total Compensation amount shall be based upon, and may be adjusted according to, the fee schedule and related terms and conditions attached hereto as Exhibit "A", Exhibit "A-1", Exhibit "A-2", and Exhibit "A-3" and incorporated herein by reference. The Total Compensation, as may be adjusted upon mutual agreement, shall constitute complete and adequate payment for Services under this Agreement.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 4, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 4. From and after the date of this Amendment No. 4, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 4.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 4.

3.4 Severability. If any portion of this Amendment No. 4 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR AMENDMENT NO. 4 TO DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND PARSONS TRANSPORTATION GROUP, INC.

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 4 as of the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

PARSONS TRANSPORTATION GROUP, INC.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

Contract/Contingency Recap Worksheet

Vendor Name: Parsons Transportation Group, Inc.
Agreement Type: Design Services

DOCUMENT	DATE SIGNED	CONTRACT	CONTINGENCY	TERM	DESCRIPTION
ORIGINAL AGREEMENT	02/05/19	$ 582,382	$ 29,119	2/5/19 to 7/1/2022	
AMENDMENT NO. 1	06/04/20	$ 29,119	$ (29,119)	2/5/19 to 7/1/2022	Caltrans required additional design work.
AMENDMENT NO. 2	08/18/22	$ -	$ -	2/5/19 to 12/31/2023	Contract term extension.
AMENDMENT NO. 3	09/20/22	$ 165,500	$ -	2/5/19 to 12/31/2023	Additional work for Projects A & B and Projects C & D
AMENDMENT NO. 4	Pending	$ 150,000	$ 15,000	2/5/19 to 12/31/2025	Additional budget for PHB and IRWL design, ADA ramp and draingage design for Projects A & B
NEW CONTRACT AMOUNT:		**$ 942,001**			
NEW CONTINGENCY AMOUNT:			$ 15,000		

EXHIBIT "A-3"

SCOPE OF SERVICES AND COMPENSATION

AMENDMENT NO. 4

PARSONS

3200 E. Guasti Road, Suite 200, Ontario, CA 91761
www.parsons.com

November 9, 2023

Mr. Jaime Maciel-Carrera
City of Ontario
303 East B Street,
Ontario, CA 91764

Subject: **649423 Transformative Climate Communities Active Transportation Project**
Revised Request for Amendment #4 for Additional Funding and Time Extension

Dear Jaime,

Parsons appreciates the opportunity to continue supporting the City of Ontario with their Transformative Climate Communities (TCC) Active Transportation Project. During the course of preparing the PS&E for this project, additional services had been requested by the city. Therefore, we are requesting an amendment for additional funding and a time extension to complete our scope of work.

The additional services would extend the project completion date to December 31, 2025, and an additional $150,000 is being requested for the following tasks:

- Preparation of Plans, Specifications and Estimates (PS&E) for pedestrian hybrid beacons (PHBs) at 4 locations along Holt Boulevard (these will be connected to existing city street light electrical service cabinets, and no coordination with Southern California Edison for new service cabinets is included in the scope of work)
- Preparation of PS&E for In-Roadway Warning Lights (IRWLs) at Laurel and G Streets (this will be a solar powered system and no coordination with Southern California Edison for a new service cabinet is included in the scope of work)
- Design details for 19 Americans with Disabilities Act (ADA) curb ramps
- Preparation of existing drainage system modification details to accommodate ADA ramp construction.
- Construction Support for additional scope of work items identified above.

The additional scope of services, schedule, and compensation are included in Exhibit “A-4”.

I have received commitments from Parsons Management to make available the necessary resources to deliver this project and meet the city's current project schedule to receive 100% PS&E by December 29, 2023 and final PS&E by March 22, 2024.

Your email on November 9th serves as the Notice to Proceed for Parsons to begin working on the above described out of scope items of work in advance of anticipated approval of an amendment by City Council at their December 2023 meeting.

Please feel free to call me anytime at (909) 218-3563 to discuss this amendment request.

Sincerely,



Scott Neff, PE
Project Manager, Parsons Transportation Group

Cc: File

Attachments

- EXHIBIT "A4" SCOPE OF SERVICES, SCHEDULE, AND COMPENSATION

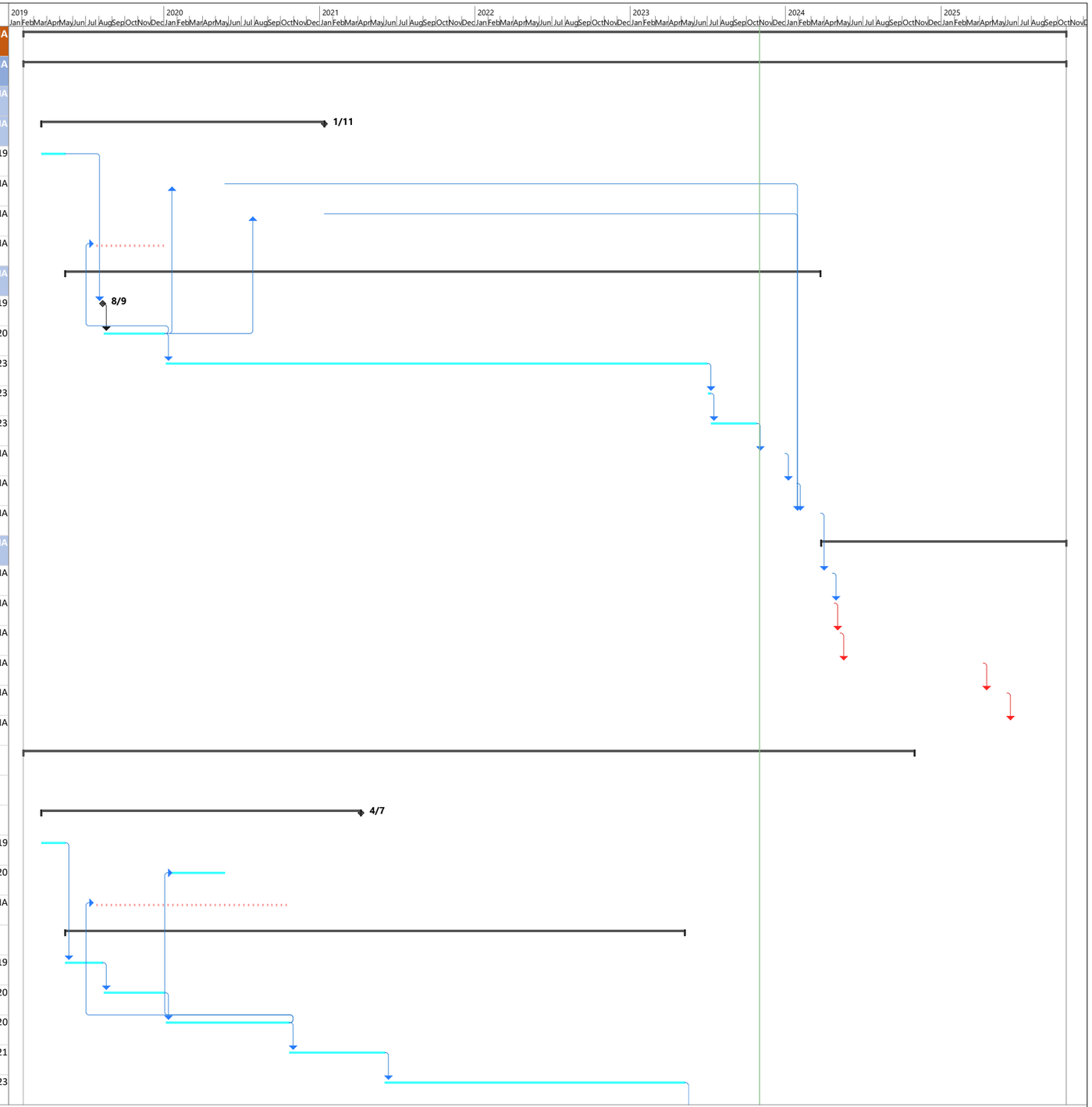
Contract Summary

Engineering Design Services for Various TCC Active Transportation Projects

Task No.	Description	Original Contract	Amendment 1 - Euclid Avenue Curb Ramps	Amendment 2	Amendment 3	Request for Amendment 4 (A & B)	Notes
	Approved Date	**5-Feb-19**	**4-Jun-20**	**18-Aug-22**	**20-Sep-23**		
Project A	**Mission Blvd. Bike and Pedestrian Improvements**						
1.0	Project Management	$12,160.00	$0.00	$0.00	$20,000.00	$0.00	Added PM support
2.0	Design Surveys/Permits/Utility Coordination	$142,555.00	$0.00	$0.00	$0.00	$0.00	
3.0	Roadway/Civil Engineering	$277,450.00	$0.00	$0.00	$56,000.00	$44,528.00	Added scope includes Drainage Report, ADA ramp details, drainage mods
4.0	Construction Preparation	$21,963.00	$0.00	$0.00	$0.00	$1,610.00	Construction support for added scope of work items
5.00	Cost Escalation Amd #3	$0.00	$0.00	$0.00	$13,545.00	$0.00	
	SUBTOTAL	**$454,128.00**	**$0.00**	**$0.00**	**$89,545.00**	**$46,138.00**	
Project B	**Enhanced Pedestrian Crossings**						
1.0	Project Management	$0.00	$0.00	$0.00	$0.00	$0.00	
2.0	Design Surveys/Permits/Utility Coordination	$20,500.00	$29,119.00	$0.00	$15,000.00	$0.00	
3.0	Roadway/Civil Engineering	$15,575.00	$0.00	$0.00	$0.00	$100,257.00	Added scope includes ADA ramp details, drainage mods
4.0	Construction Preparation	$3,000.00	$0.00	$0.00	$0.00	$3,634.00	Construction support for added scope of work items
5.00	Cost Escalation Amd #3	$0.00	$0.00	$0.00	$1,800.00	$0.00	
	SUBTOTAL	**$39,075.00**	**$29,119.00**	**$0.00**	**$16,800.00**	**$103,891.00**	
Project C	**Pedestrian Pathway Improvements and Network Connectivity**						
1.0	Project Management	$0.00	0	0	$0.00	$0.00	
2.0	Design Surveys/Permits/Utility Coordination	$10,402.00	$0.00	$0.00	$0.00	$0.00	
3.0	Roadway/Civil Engineering	$10,975.00	$0.00	$0.00	$11,000.00	$0.00	
4.0	Construction Preparation	$2,000.00	$0.00	$0.00	$0.00	$0.00	
5.00	Cost Escalation Amd #3	$0.00	$0.00	$0.00	$1,015.00	$0.00	
	SUBTOTAL	**$23,377.00**	**$0.00**	**$0.00**	**$12,015.00**	**$0.00**	
Project D	**Omnitrans Premium Bus Shelters/Improvements**						
1.0	Project Management	$0.00	$0.00	$0.00	$0.00	$0.00	
2.0	Design Surveys/Permits/Utility Coordination	$15,802.00	$0.00	$0.00	$33,500.00	$0.00	
3.0	Roadway/Civil Engineering	$45,000.00	$0.00	$0.00	$10,000.00	$0.00	
4.0	Construction Preparation	$5,000.00	$0.00	$0.00	$0.00	$0.00	
5.00	Cost Escalation Amd #3	$0.00	$0.00	$0.00	$3,640.00	$0.00	
	SUBTOTAL	**$65,802.00**	**$0.00**	**$0.00**	**$47,140.00**	**$0.00**	
	TOTAL	**$582,382.00**	**$29,119.00**	**$0.00**	**$165,500.00**	**$150,029.00**	
					ROUND TO	**$150,000.00**	
	Total Contract Amount					**$927,001.00**	

	Direct Labor	$ 104.00	$ 45.00	$ 85.00	$ 90.00	$ 105.00	$ 45.00	$ 85.00	$ 105.00	$ 45.00	$ 85.00	$ 105.00	
	Loaded Labor	$ 239.20	$ 103.50	$ 195.50	$ 207.00	$ 241.50	$ 103.50	$ 195.50	$ 241.50	$ 103.50	$ 195.50	$ 241.50	
TASK		Project Manager	Roadway Engineer I	Roadway Senior Engineer	Roadway Lead Engineer	Roadway QC Reviewer	Drainage Engineer I	Drainage Senior Engineer	Drainage QC Reviewer	Electrical Engineer I	Electrical Senior Engineer	Electrical QC Reviewer	TOTAL
1.0	**Project Management for Additional Work**												
1.1	Meetings (original contracted assumed only 12 meetings)												
1.2	Prepare/Update Project Schedule												
1.3	QC and QA	0											
	Total Hours by Classification	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	Fee by Classification	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2.0	**Design Surveys/Permits/Utility Coordination for Additional Work**												**0**
2.1	Design Surveys												
2.2	Permits												**0**
2.3	Railroad Safety Training/Protective Insurance and Flagging												**0**
2.4	Utility Investigation and Coordination for ADA Ramps		0	0	0								**0**
	Total Hours by Classification	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	Fee by Classification	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3.0	**Roadway/Civil Engineering PS&E for Additional Work**												
3.1	Plans Modifications and Updates												
	Update Index of Sheets and General Notes		4		2	1							**7**
	Street Improvement Plans Modifications												
	ADA Ramps Design (19)			120	100	20							**240**
	Signing and Striping Plans Modificatons		4		2	1							**7**
	Pedestrian Hybrid Beacons (5 locations)									80	60	40	**180**
	Add IRWLs at Laurel and G									24	16	12	**52**
	Drainage Report												**0**
	Drainage System Modifications @ ADA ramps						40	120	40				**200**
3.2	Specs Modifcations							12	8				**20**
3.3	Estimate Modifications out of scope work							24	12	20	12	8	**76**
	Estimate Modificaitons to split estimates into A&B and C&D		56	3	28								**87**
	Total Hours by Classification	**0**	**8**	**120**	**104**	**22**	**40**	**156**	**60**	**124**	**88**	**60**	**782**
	Fee by Classification	$ -	$ 828.00	$ 23,460.00	$ 21,528.00	$ 5,313.00	$ 4,140.00	$ 30,498.00	$ 14,490.00	$ 12,834.00	$ 17,204.00	$ 14,490.00	$ 144,785.00
3.0	**Construction Preparation for Additional Work**												
	Bid Support												**0**
	Design Support During Construction	0	4	2	1	0	4	2	0	4	2	0	**19**
	Record Drawings	0	4	2	1	0	4	2	0	4	2	0	**19**
	Total Hours by Classification	**0**	**8**	**4**	**2**	**0**	**8**	**4**	**0**	**8**	**4**	**0**	**38**
	Fee by Classification	$ -	$ 828.00	$ 782.00	$ 414.00	$ -	$ 828.00	$ 782.00	$ -	$ 828.00	$ 782.00	$ -	$ 5,244.00
													$ 150,029.00

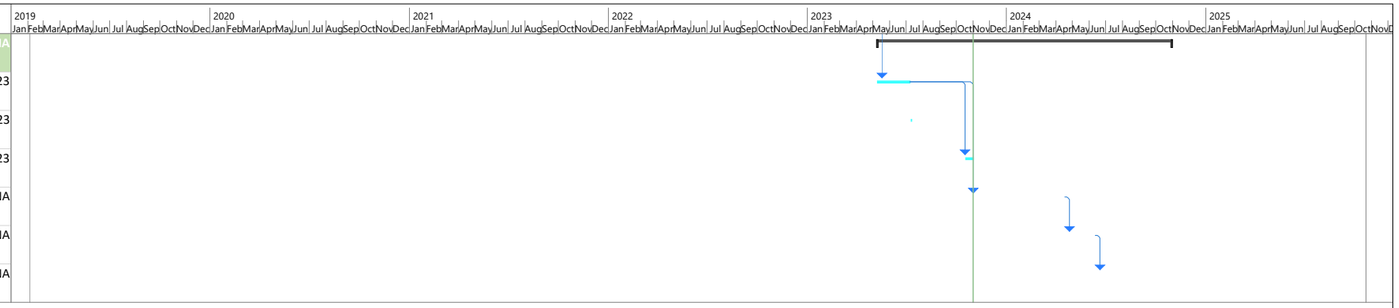
ID		Task Mode	Task Name	Duration	Start	Finish	Predecess	Actual Start	Actual Finish
1			**649423 ONTARIO TCC**	**1751 days**	**Tue 2/5/19**	**Tue 10/21/25**		**Tue 2/5/19**	**NA**
2			**PACKAGE A & B**	**1751 days**	**Tue 2/5/19**	**Tue 10/21/25**		**Tue 2/5/19**	**NA**
3			**Task 1. 0 Project Management**	**847 days**	**Tue 2/5/19**	**Wed 5/4/22**		**Tue 2/5/19**	**NA**
4			**Task 2.0 Design Surveys/Permits/Utility Coordination**	**475 days**	**Tue 3/19/19**	**Mon 1/11/21**		**Tue 3/19/19**	**NA**
5	✓		Design Survey (DEA)	40 days	Tue 3/19/19	Mon 5/13/19		Tue 3/19/19	Mon 5/13/19
6			Caltrans Enchroachment Permit	90 days	Mon 1/20/20	Fri 5/22/20	11	Mon 1/20/20	NA
7			UPRR Permit	120 days	Tue 7/28/20	Mon 1/11/21	11	Tue 7/28/20	NA
8			Utility Investigation and Coordination	120 days	Fri 7/19/19	Thu 6/18/20	11	Fri 7/19/19	NA
9			**Task 3.0 Roadway/Civil Engineering**	**1269 days**	**Tue 5/14/19**	**Fri 3/22/24**		**Tue 5/14/19**	**NA**
10	✓		35 % PS&E Preparation and Submittal	0 days	Tue 5/14/19	Fri 8/9/19	5	Tue 5/14/19	Fri 8/9/19
11	✓		65 % PSE Preparation and Submittal	103 days	Tue 8/13/19	Thu 1/2/20	10	Tue 8/13/19	Thu 1/2/20
12	✓		95 % PSE Preparation and Submittal	910 days	Mon 1/6/20	Fri 6/30/23	11	Mon 1/6/20	Fri 6/30/23
13	✓		95 % PSE Suplemental Submittal	5 days	Mon 7/3/23	Fri 7/7/23	12	Mon 7/3/23	Fri 7/7/23
14	✓		95% City's Review	77 days	Mon 7/10/23	Tue 10/24/23	13	Mon 7/10/23	Tue 10/24/23
15			100 % PSE Preparation and Submittal	45 days	Mon 10/30/23	Fri 12/29/23	14	Mon 10/30/23	NA
16			100% City's Review	20 days	Mon 1/1/24	Fri 1/26/24	15	NA	NA
17			Final PSE Preparation and Submittal	40 days	Mon 1/29/24	Fri 3/22/24	6,7,16	NA	NA
18			**Task 4.0 Construction Preparation**	**412 days**	**Mon 3/25/24**	**Tue 10/21/25**		**NA**	**NA**
19			Bid Support	20 days	Mon 3/25/24	Fri 4/19/24	17	NA	NA
20			Construction Contract Award	1 day	Tue 4/23/24	Tue 4/23/24	19	NA	NA
21			NTP (project beginning 10 working days after NTP)	10 days	Wed 4/24/24	Tue 5/7/24	20	NA	NA
22			Design Support During Construction	240 days	Wed 5/8/24	Tue 4/8/25	21	NA	NA
23			Record Drawings	40 days	Wed 4/9/25	Tue 6/3/25	22	NA	NA
24			Close Project	100 days	Wed 6/4/25	Tue 10/21/25	23	NA	NA
25									
26									
27									
28	✓		Design Survey (DEA)	40 days	Tue 3/19/19	Mon 5/13/19		Tue 3/19/19	Mon 5/13/19
29	✓		Permits	90 days	Mon 1/20/20	Fri 5/22/20	34	Mon 1/20/20	Fri 5/22/20
30			Utility Investigation and Coordination	120 days	Fri 7/19/19	Wed 4/7/21	34	Fri 7/19/19	NA
31	✓								
32	✓		35 % PS&E Preparation and Submittal	64 days	Tue 5/14/19	Fri 8/9/19	28	Tue 5/14/19	Fri 8/9/19
33	✓		65 % PSE Preparation and Submittal	103 days	Tue 8/13/19	Thu 1/2/20	32	Tue 8/13/19	Thu 1/2/20
34	✓		95 % PSE Preparation and Submittal	208 days	Mon 1/6/20	Wed 10/21/20	33	Mon 1/6/20	Wed 10/21/20
35	✓		100 % PSE Preparation and Submittal	160 days	Thu 10/22/20	Wed 6/2/21	34	Thu 10/22/20	Wed 6/2/21
36	✓		Final PSE Preparation and Submittal	503 days	Thu 6/3/21	Mon 5/8/23	35	Thu 6/3/21	Mon 5/8/23



Project: Ontario TCC Delivery S
Date: Wed 11/1/23

Task	Summary	Inactive Milestone	Duration-only	Start-only	External Milestone	Path Predecessor Summary Task	Critical Split
Split	Project Summary	Inactive Summary	Manual Summary Rollup	Finish-only	Deadline	Path Predecessor Normal Task	Progress
Milestone	Inactive Task	Manual Task	Manual Summary	External Tasks	Path Predecessor Milestone Task	Critical	Manual Progress

ID	Task Mode	Task Name	Duration	Start	Finish	Predecess	Actual Start	Actual Finish
37		**Task 4.0 Construction Preparation**	**386 days**	**Tue 5/9/23**	**Tue 10/29/24**		**Tue 5/9/23**	**NA**
38		Bid Support	44 days	Tue 5/9/23	Fri 7/7/23	36	Tue 5/9/23	Fri 7/7/23
39		Construction Contract Award	1 day	Mon 7/10/23	Mon 7/10/23		Mon 7/10/23	Mon 7/10/23
40		NTP (project beginning 10 working days after NTP)	10 days	Tue 10/17/23	Tue 10/31/23	38	Tue 10/17/23	Tue 10/31/23
41		Design Support During Construction	120 days	Wed 11/1/23	Tue 4/16/24	38	Wed 11/1/23	NA
42		Record Drawings	40 days	Wed 4/17/24	Tue 6/11/24	41	NA	NA
43		Close Project	100 days	Wed 6/12/24	Tue 10/29/24	42	NA	NA



Project: Ontario TCC Delivery S
Date: Wed 11/1/23

Task	Summary	Inactive Milestone	Duration-only	Start-only	External Milestone	Path Predecessor Summary Task	Critical Split
Split	Project Summary	Inactive Summary	Manual Summary Rollup	Finish-only	Deadline	Path Predecessor Normal Task	Progress
Milestone	Inactive Task	Manual Task	Manual Summary	External Tasks	Path Predecessor Milestone Task	Critical	Manual Progress

CITY OF ONTARIO *Agenda Report* **December 19, 2023**	**SECTION:** **CONSENT CALENDAR**
Department: Recreation & Community Services Prepared By: Danielle Guevara Staff Member Presenting: Nicholas S. Gonzalez, Recreation & Community Services Director Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 9

SUBJECT: AUTHORIZE THE PURCHASE OF PLAYGROUND EQUIPMENT WITH INNOVATIVE PLAYGROUNDS FOR HOMER F. BRIGGS PARK

RECOMMENDATION: That the City Council authorize the cooperative purchase of playground equipment for Homer F. Briggs Park in the amount of $239,075 plus a 10% contingency of $23,908 to mitigate any unforeseen issues with supply chain surcharges and manufactory price increases for a total not-to-exceed amount of $262,983 from Innovative Playgrounds, of Whittier, California, consistent with the terms and conditions of the Sourcewell Cooperative Contract No. 010521-BUR.

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

FISCAL IMPACT: The Fiscal Year 2023-24 Adopted Budget includes appropriations of $235,000 from the Capital Projects-Measure Q Funds for the purchase of playground equipment for Homer F. Briggs Park. The total cost of the playground equipment recommended for purchase is $262,983. If approved, the additional $27,983 will be paid from the Fiscal Year 2023-24 Community Life & Culture budget.

BACKGROUND & ANALYSIS: The Playground equipment at Homer F. Briggs Park is outdated and in need of replacement to keep it in working order and reduce future maintenance expenses. The selected playground vendor is BCI Burke, and the playground will be purchased through their representative Innovative Playgrounds, Inc.

In general conformation with the provisions of Government Code Section 54201 through 54204, Ontario Municipal Code Section 2-6.29 allows for the purchase of supplies and equipment through cooperative purchasing programs. Cooperative purchasing allows the City to pool its procurement power with other public agencies to obtain lower pricing than otherwise might be possible.

On November 27, 2023, the Recreation & Parks Commission approved the design for the new playground to be installed at Homer F. Briggs Park with a vote of 5-0 and recommends that the City Council authorize the cooperative purchase.

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Solicitation Number: RFP #010521

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and BCI Burke Company, LLC, 727 Northwest Way, Fond du Lac, WI 54937 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Playground and Water Play Equipment with Related Accessories and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires February 17, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

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time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

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restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

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Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

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B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

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respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use theTrademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
   b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

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a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

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15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.
Minimum Limits:
$1,000,000 each accident, combined single limit

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4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

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maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government.

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The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40

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hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any

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agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	BCI Burke Company, LLC
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Doug Pietrowski 5E49EAF153C543E...
By: _____	By: _____
Jeremy Schwartz	Doug Pietrowski
Title: Director of Operations & Procurement/CPO	Title: Chief Financial Officer
Date: 2/15/2021 | 10:34 PM CST	Date: 2/15/2021 | 1:06 PM PST

Approved:

DocuSigned by: Chad Coauette 7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

Date: 2/15/2021 | 10:45 PM CST

RFP 010521 - Playground and Water Play Equipment with Related Accessories and Services

Vendor Details

Company Name:	BCI Burke Company, LLC
Does your company conduct business under any other name? If yes, please state:	WI
Address:	727 Northwest Way Fond du Lac, wi 54935
Contact:	Marianne Larson
Email:	mlarson@bciburke.com
Phone:	920-933-6701
HST#:	

Submission Details

Created On:	Thursday November 12, 2020 10:17:31
Submitted On:	Tuesday January 05, 2021 09:24:22
Submitted By:	Jessica Westphal
Email:	jwestphal@bciburke.com
Transaction #:	496579f6-aad4-4995-b61d-21d352c781ce
Submitter's IP Address:	24.196.128.114

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	BCI Burke Company, LLC	*
2	Proposer Address:	727 Northwest Way Fond du Lac, WI 54937	*
3	Proposer website address:	www.bciburke.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Doug Pietrowski, Chief Financial Officer, 727 Northwest Way, Fond du Lac, WI 54937 dpietrowski@bciburke.com (920) 921-9220	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Marianne Larson, Sales Support Manager, 727 Northwest Way, Fond du Lac, WI 54397, mlarson@bciburke.com, (920) 933-6701	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jessica Westphal, Sales Support Coordinator 727 Northwest Way, Fond du Lac, WI 54397, jwestphal@bciburke.com, (920) 933-6697	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	JE Burke Company was incorporated in 1920 as a weather-stripping company that quickly expanded to include the design and production of designer radiator furniture. After receiving a request to fabricate a slide for a family friend, JE Burke entered the playground industry and soon playground products were the company's main focus. The company remained family-owned and operated under the JE Burke company name until it was purchased from Greg Burke in 1997 and was incorporated as BCI Burke Company, LLC. Burke just celebrated our 100th anniversary this year. Our mission at Burke is simple: To bring Play That Moves You to communities around the world. Our purpose each and every day is to create quality and innovative playground equipment that inspires us to move. We do this with a culture that is focused on outcomes where everyone wins – the Company, our Employees, our Representatives, our Partners, our Customers and the Community. It's what we focus on every day. See attachment Burke History.	*
8	What are your company's expectations in the event of an award?	Our expectations are that Burke and Sourcewell will work as a cohesive team to provide Sourcewell customers with the highest quality products and services for the best value in the industry. We will commit our resources to immediately train our internal staff, Representatives and current customers regarding the benefits of purchasing through Sourcewell We will market the Sourcewell contract to existing Burke and Sourcewell customers. We will introduce Sourcewell to the Canadian market using our current Representative and targeted Marketing initiatives to increase brand awareness for both Burke and Sourcewell in Canada. The Burke/Sourcewell partnership will continue to grow throughout the term of the contract as we exceed member expectations and bring "Play That Moves You" to communities throughout the US and Canada.	*

9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	BCI Burke FEIN#: 39-1900568 NCAIS #: 332300 Architectural & Structural Metals Manufacturing Industry Type: Manufacturing Sub Type: Fabricated Metal Product Manufacturing Burke is a privately held company that is growing rapidly and has a strong financial position. We are pleased to provide the attached references to demonstrate our financial strength. BCI Burke has entered its 100th year of continuous operation in 2020 making us the oldest commercial playground equipment manufacturer in the United States. Achieving longevity such as this can only be accomplished through continued operational discipline and financial strength. See financial attachments	*
10	What is your US market share for the solutions that you are proposing?	Burke is proudly represented by local Representative Partners throughout the United States. Our market share varies by territory but is as strong as 30% in some areas.	*
11	What is your Canadian market share for the solutions that you are proposing?	Burke is proudly represented by local Representative Partners throughout Canada Our market share varies by province but is as strong as 15% in some areas.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Burke has not ever petitioned for bankruptcy protection.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Burke is best described as a manufacturer. Burke has thirty contracted US and Canadian Representative Firms that employ outside and inside sales representatives and administrative staff. The Representative Firms are responsible for servicing all markets within their contracted territory. The Representative Firms are independent entities that contract with Burke to sell Burke products within their specific territory. Please see the enclosed Representative Territory map to identify coverage of Burke products and services throughout the United States and Canada. Having solid relationships with our Representatives is critical for Burke; in fact it is these very relationships that set Burke apart in the industry from other manufacturers. Bottom line is that the customer needs to be taken care of in a timely manner, and that is what Burke and our Representatives do. It may sound like a simple concept, but it is not common in our industry. The relationship with our Representatives is based upon a model that consists of shared goals and objectives, mutual dependence, open lines of communication, mutual commitment to customer satisfaction, concerns for others profitability, and trust. Each of these items overlaps the next and must remain in proportional balance in order for Burke and our Representatives to be successful. Burke realizes that the Representative is also our customer and to maintain our model of successful factory/Representative relationship, professional respect, continuous improvement initiatives, and investment of effort by top management are a necessity. Burke recognizes and strives to support our Representative Firms' efforts by timely responses and open lines of communication, and in the end, this allows Burke and our Representatives to offer superior customer service to the end customer.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	It is a requirement in our industry to have all products certified through IPEMA to the ASTM F1487 and CSA Z614 playground safety standards for equipment and surfacing. We are active participants in the equipment certification program and the surfacing certification program, and all of our products are certified to the appropriate standards. Our company also maintains certification to ISO 9001 and ISO 14001, which are both necessities to compete and carry on business in our industry. BCI Burke offers Installer Training done in conjunction with NPCAI to offer both NPCAI and Burke Installer Certification. Many of our Representative Firms send their installers to this training to become Burke Certified Installers to ensure our products are installed safely, properly and compliant.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Burke has not had any Suspension or Disbarment proceedings during the past ten years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Burke has been featured in many magazines and received recognition for many of our designs. • Featured in LASN 2017 Playground Issue – Hope Playground in Redmond, OR. • Featured in LASN 2016 School Issue – First United Methodist Church in Richardson, TX • 2015 Ruth Hughes Innovative Accessible Recreation Facility Award from the New Jersey Commission on Recreation for Individuals with Disabilities for The Jets Play 60 All Access Playground at Central Park of Morris County Please see attached Burke Awards for additional awards we have also received.	*
17	What percentage of your sales are to the governmental sector in the past three years	30% of Burke's sales over the past three years are to the governmental sector.	*
18	What percentage of your sales are to the education sector in the past three years	35% of Burke's sales over the past three years are to the education sector..	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	OMNIA Partners - Contract # R170301 Over $18M in sales over past 3 years Equalis Group/Sourcing Alliance - Contract # 2020.05.4A New Contract, no reported sales at this time. HGACBuy- Contract # PR11-20 Approximately $1M in Sales in past 3 years Ohio State Contract – Schedule # 800702 Approximately $3M in Sales in past 3 years NJ State Contract – Contract # T0103, 16-FLEET-00134 Over $2.7M in Sales over past 3 years	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA – Contract #'s 47QSMA20D08NL & 47QSMA20D08NM Over $6 Million in sales over the past 3 years CMAS – Contract#'s 4-20-78-0025B & 4-20-78-0025C Over $700,000 in sales over the past 3 years	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Mecklenburg County Parks and Recreation	James Rainey	(980) 314-1043	*
Downers Grove School District	Kevin Barto	(630) 719-5858	*
Charlotte County	Lacey Solomon	(941) 833-3840	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Clark County School Distict	Education	Nevada - NV	Playground Equipment, Surfacing, Install	Range from $15,000 to $250,000	$2,200,000	*
Town of Islip	Government	New York - NY	Playground Equipment, Surfacing and Install	ange from $2,000 to $155,000	$2,800,000	*
Camp Lejeune	Government	North Carolina - NC	Playground Equipment, Surfacing, Install and Demo	Range from $50,000 to $100,000 per Location	$6,500,000	*
USD 259	Education	Kansas - KS	Playground Equipment, Surfacing and Install	Range $500 to $120,000 per project	$1,700,000	*
IDEA Schools	Education	Texas - TX	Playground Equipment, Surfacing and Install	Range from $50,000 - $200,000	$2,800,000	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	Burke employs four Regional Sales Managers (RSM) who assist our Representative firms and customers in a variety of ways. Each RSM is assigned a territory within the United States and Canada (Northeast, Southeast, Western and Midwest). The RSMs assist our Representative Firms by joining them in customer visits, lunch & learns, tradeshows, territory development, training and recruiting. The RSMs report directly to Michael Phelan, Burke's President/CEO. Burke's Sales Support and Marketing Departments provide continuous support to the RSMs and Representatives. This model has proven to be very effective for Burke and demonstrates our commitment to fully support our Representative firms and our customers. Burke RSMs also handle Burke Direct sales into areas that are not currently covered by a contracted Representative firm. RSMs work closely with Burke Sales Support Staff to ensure exceptional Burke designs, timely submission of proposals and quotes, order placement, order delivery, equipment installation and service.	*
24	Dealer network or other distribution methods.	Burke has thirty contracted US and Canadian Representative Firms that employ outside and inside sales representatives and administrative staff. The Representative firms are responsible for servicing all markets within their contracted territory. The Representative firms are independent entities that contract with Burke to sell Burke products within their specific territory. The Burke team is here to help before, during and after the sale – long after. From the initial design through the final installation, Burke works closely with its Representatives and directly with government entities to make sure all the pieces come together. Our focus is not just about Play that Moves Us today; it is about building a relationship with Sourcewell Partners and customers for years to come. Having solid relationships with our Representatives is critical for Burke; in fact it is these very relationships that set Burke apart in the industry from other manufacturers. Bottom line is that the customer needs to be taken care of in a timely manner, and that is what Burke and our Representatives do. It may sound like a simple concept, but it is not common in our industry. The relationship with our Representatives is based upon a model that consists of shared goals and objectives, mutual dependence, open lines of communication, mutual commitment to customer satisfaction, concerns for others profitability, and trust. Each of these items overlaps the next and must remain in proportional balance in order for Burke and our Representatives to be successful. Burke realizes that the Representative is also our customer and to maintain our model of successful factory/Representative relationship professional respect, continuous improvement initiatives, and investment of effort by top management are a necessity. Burke recognizes and strives to support our Representative Firms' efforts by timely responses and open lines of communication, and in the end this allows Burke and our Representatives to offer superior customer service to the end customer. Please see the enclosed Representative map to identify coverage of Burke products and services throughout the United States and Canada.	*
25	Service force.	We have one service and parts center with three full time technicians. The hours of operation are 7:30am-4:30pm Central Time. After-hour phone calls are recorded and are returned / answered the following business day. Additionally, our Representatives have access to our website 24/7. This website offers our Representatives a large amount of information they can access before, during or after our normal hours of operation. Burke has a toll free Customer Service telephone number available for customers to call the factory direct. Our Customer Service staff has the ability to process requests almost immediately and we can ship service parts the same day in many cases, including Next Day Air service if the situation requires it. Customer Service requests are forwarded directly to the Production Manager and their staff for immediate processing	*

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Burke Customer Service staff is arranged to provide a person to talk to when a need arises. Incoming calls go directly to a real-live person, not an answering system. Staff also stagger their breaks, lunches and vacations to ensure someone is always available for calls during normal business hours. Our Customer Service staff has the ability to process requests immediately and we can service parts the same day in many cases, including Next Day Air service if the situation requires it. They have the availability to see stock status of parts to ensure promises made to customers on ship dates are met. Their requests (via information from the customer) are forwarded directly to the Production Manager and staff for immediate processing. Burke is committed to providing superior customer service. Not only do we evaluate our processes internally, we regularly send Customer Satisfaction Surveys to recent order recipients. We request feedback on quality, appearance, and the ease of installation. The survey also requests input on our selection of products, service provided by our Sales Representatives, and suggestion for improvement. These responses are then documented and reviewed by our Management, Quality and Customer Service departments.. This data is used to evaluate opportunities for continual improvement of system effectiveness and customer satisfaction.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Burke is able to offer our contracted products and services to Sourcewell customers throughout the United States.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Burke is very willing and able to provide our products and services to Sourcewell customers in Canada. Since 2010 we have had an Authorized Representative, PlayQuest Recreation, proudly representing Burke products in the Provinces of Alberta, Manitoba, Saskatchewan, Northwest Territories, Yukon and Northern British Columbia. PlayQuest Recreation provides turnkey solutions for any sized project. Since then Burke has hired on two more Representatives. Cobequid Consulting representing the Provinces of Nova Scotia, New Brunswick and Prince Edward Island and Suttle Recreation covering the Provinces of British Columbia and Yukon. Burke is actively seeking new Representation in the areas that are currently being serviced by Burke Direct. Burke's Regional Sales Manager visits Canada frequently and is working on partnerships with local installers and surfacing companies in Ontario and Quebec. In the City of Brampton, the fastest growing municipality in Canada, Burke equipment has been officially approved. Several architectural firms are scheduled to review Burke products and we are aggressively pursuing approval to be included in their specifications.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Burke is able to offer our contracted products and services to Sourcewell customers throughout the United States and Canada without any geographic restrictions.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Burke is not restricted by any other cooperative agreements pertaining to the Member Sectors to which we can sell. Burke is able to provide our contracted products and services in the government, education and not-for-profit sectors.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific contract requirements or restrictions that would apply to Sourcewell members in Hawaii and Alaska and in US Territories. These customers would be handled directly by Burke Corporate as a Burke direct customer.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Burke will develop and utilize cobranded postcard mailers, email blasts, and Google Adwords advertising to dramatically elevate awareness. In addition, each message will be shared via our social media campaign. Website / Catalog Burke's two most impactful marketing initiatives are our website and catalog. Burke will maintain a dedicated page within our website outlining our relationship with Sourcewell and providing a link to the Sourcewell web site. Sourcewell will also be included in our printed catalog. Direct Mail Campaigns/ Co-branded Collateral/Advertising Schedule Our marketing team will build in the Sourcewell logo and language to co-brand our pieces in our scheduled marketing campaigns. Additionally, we will budget for additional mailings specific to Sourcewell Direct mail postcards will be sent to our database, along with any database records that Sourcewell provides. Print advertising is scheduled in local and national publications for the year and will include Sourcewell in our scheduled placements. These publications include, but are not limited to Parks & Recreation Magazine and Parks and Rec Business Magazine. We also participate in state specific publications such as California Parks and Recreation Society (CPRS) Magazine, and our partnership will also be reflected in those advertisements. Tradeshow Participation Burke has increased our presence in both the local and national tradeshow circuit, heavily increasing our marketing efforts for the National Recreation and Parks Association (NRPA) Annual Conference in September, as well as the American Society of Landscape Architects (ASLA) immediately following NRPA in October. We will incorporate the Sourcewell logo in our physical handouts, as well as our pre-and post-show marketing efforts, including print advertising in national magazines and show specific publications, email blasts, and our social media campaign. Internal Promotion Burke provides a Burke Spot for all upcoming news and events to all our employees and Representative Firms. We will send ongoing updates regarding the contract award and reminders will be include the Sourcewell contract in their communication and sales tactics. We hold an annual Sales Conference for our Representative Firms that include continuing education presentations and updates. Sourcewell contract details and reminders are included in these presentations. See attached examples of Burke's 2021 Catalog, Shade Systems Catalog, and current marketing materials used with similar contracts and promotions.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Burke uses Facebook, Twitter, LinkedIn, YouTube, Vimeo and a Blog to share pertinent information with followers that include both Representative and potential customers. Many of our Representatives share Burke posts and information with their followers to help spread the message even further. Burke also runs an email campaign, utilizes AdWords and Remarketing and participates in Facebook ads to assist in brand awareness and help promote its products.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	By linking existing clients with Burke, Sourcewell can provide customers better and additional resources by promoting this contract and partnership. In addition to the marketing efforts above in Question 32, Burke will pull our existing government customers from our databases and send targeted email blasts and direct mail postcards to these contacts. Our message will include not only the award of the contract, but can also include our past efforts and successes utilizing this contract and encourage them to take advantage of this opportunity. Because these contacts are existing customers, our Representative Firms and sales staff can also contact some of these clients directly, based on the relationship we have built and sustained in some of these markets to promote the benefits of utilizing Sourcewell for another project.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Most business is conducted through location Representatives due to the complexity of playground projects. If awarded the Sourcewell Contract, Burke is open to replicating an ordering system similar to the GSA Advantage website for use by Sourcewell customers.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	BCI Burke offers Installer Training done in conjunction with NPCAI to offer both NPCAI and Burke certifications. This is a two day training at a significantly reduced rate that includes lodging and meals. Installers will also receive a tour of Burke Headquarters. Installer Training is optional; installers do not need to be Burke or NPCAI Certified to install our equipment as long as the installation instructions are followed. Burke also offers product training, including Lunch & Learns for designers and staff. Topics include: • Proper Playground Maintenance • Play That Moves You – Making The Case for Play • Designing Play That Moves You • Burke Product Training • Creating Safer Play – NPPS Safety Supervision Burke offers a continuing education program to Parks and Recreation professionals, Landscape Architects and Architects where they can obtain CEU credits and help further their education. The program is offered as a self-paced online course through AEC Daily as well as in-person at conferences, symposiums or Lunch and Learns. The in-person training is provided by a certified trainer and includes leave behind study guides and references to help keep important information at their disposal. These three courses are developed with experts in the field and provide no-cost training options and offer the opportunity to learn about Inclusive Play, Outdoor Fitness and Obstacle Courses and Outdoor Musical Instruments.	*
37	Describe any technological advances that your proposed products or services offer.	EZDesign Software Burke's Designers utilize our proprietary EZDesign software, which is known to be the most advanced in the industry – features all applicable safety standards and ADA requirements built right into the design configurator. KoreKonnect Direct-Bolt System Nucleus and Voltage feature our Industry-leading KoreKonnect direct-bolt system resulting in the strongest and most accurate connection system ever. Factory located connection points make for easy, precise installation and an error-free fit. Best of all, KoreKonnect is covered for 100 years under our non-pro-rated Generations Warranty KoreKonnect clamp castings [Nucleus, Voltage] shall be cast aluminum heat-treated alloy A356-T6 with a tensile strength of at least 34,000 psi, yield strength of at least 24,000 psi, shear of 20,700 psi, and elongation of 3.50% minimum. Each casting shall clamp to the post with two connection bolts. Clamp casting shall encapsulate the component attached to support surge loads, preventing surge loads being supported by only the hardware. Clamp shall be finished with a baked on powder coating. Color compounded, rotationally molded plastics You'll get long wear and bright, vibrant colors that hold up for years thanks to our thick, durable rotomolded plastics with UV-20 protection. Color compounding provides greater structure integrity for the life of rotationally molded products; the UV inhibitor is added during the production process and keeps these plastics from UV degradation and fading like that of products produced via a Dry-Blend process. Rotationally Molded Plastic Parts shall be manufactured from color compounded, linear, low-density polyethylene with an average of .250" wall thickness and textured non-sliding surfaces. Plastic parts shall be UV stabilized to UV-20 and shall have a density of 0.935 per ASTM D-1505. Plastic parts shall have a tensile strength at yield no less than 2800 psi with flexural modulus of 90,000 psi.	*

38	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	We all share one earth, and at Burke we want to preserve our planet for future generations of children. We’ve implemented a variety of practices to help us help keep our shared world a better, greener place. Manufacturing: Being ISO 14001:2015 certified means we have strict environmental controls built into our manufacturing process. We get 100% of our energy from wind and other renewable resources. This helped us earn the Green Power Partner designation from the US Environmental Protection Agency – the only playground manufacturer to achieve this! Internally, we have a very comprehensive recycling program where we recycle the following: • Metal products, including stainless steel and copper/brass • Aluminum • Cardboard (separate dumpsters on site for this) • HDPE (High Density Polyethylene) • Wood pallets • Paper and aluminum cans and plastic bottles (bins at each person’s desk for these) Additionally, we have an internal EMAP (Environmental Management Action Plan) to try to achieve 100% LED Lighting in the entire facility over a three year span starting in 2019. To date we are over 90% LED fixtures on our campus. In our powder coat system, we utilize phosphate-free chemicals in our cleaning processes, as well as enlist a third-party certified handler to manage any wastes from this process according to State and Federal regulations. We also utilize motion activated lights wherever feasible to reduce the amount of energy consumed in lighting, especially in warehouse and even restroom areas. Design: We design high-quality products with long life expectancies and quality components to extend the useable life of the play space. Many of our raw materials have recycled content, including our steel tubes and castings. In addition, many other Burke products are made from recycled material. For example, the NaturePlay® ClubHouse™ Board Panels and Roofs are made from 75% post-consumer material and are 100% recyclable after use. Offices: Our corporate office uses energy efficient LED lighting to help reduce energy use on a daily basis. We also use recycled paper to print our catalogs and created a digital catalog to decrease the amount of paper being used. We abide by the six R's: Reduce, Reuse, Recycle, Repair, Recover and Respect. Suppliers: To minimize transportation costs and fuel usage, we prefer to work with suppliers located near our manufacturing facility if at all possible. See attachment Green Initiative	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Burke has received the ISO 14001:2015 Certification by the NSF-International Strategic Registrations for Design and Manufacture of Playground Park and Recreation Equipment with the Design, Manufacture and Distribution of Specialized Parts. We get 100% of our energy from wind and other renewable resources. This helped us earn the Green Power Partner designation from the US Environmental Protection Agency – the only playground manufacturer to achieve this! See attachment Green Initiative	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	BCI Burke is not eligible for WMBE or SBE accreditation, however many of our local Sales Representatives have obtained these accreditations.	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Research At Burke we believe great product design comes from great research, for example we continue to study how children play with our partner at University of Nebraska Omaha and incorporate what we learn into our product and playground designs. Our product design process includes a focus on how to enhance development and overall experience for children and adults of all abilities. Design To design the best playgrounds that comply with necessary standards, Burke has proprietary software that has all of the controls built-in to ensure all safety standards are met. Fusing creativity into playspaces, we have landscape designers to design custom playspaces using panels and unique layouts to create a space that ignites imagination and brings communities together. Playground Grant Search and Fundraising Burke provides options and programs that can help you raise funds and search for grants to help fund your playground equipment. For your convenience, we've brought together information on our fundraising program, grant resources and purchasing cooperatives. And of course, we're always glad to discuss your playground equipment needs and help you find ways to get the playground your kids deserve. https://www.bciburke.com/resources/playground-funding-resources Promotions and Grants Burke offers three to four promotions annually that we will share with Sourcewell participants. We also have a Burke in-kind grant program that customers can apply for if they meet the criteria.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Burke stands behind our products like no other playground manufacturer. It starts with Burke Built® quality that is backed by the longest and strongest warranty in the industry – the Burke's Generations Warranty®. We don't pro-rate your warranty and if a plastic play event needs replacement during the warranty period due to manufacturing defect, we'll replace it for free and give you a brand-new warranty on the part. Burke's hand-crafted quality also means less maintenance is required, which keeps your operating costs low and your playground open for play. The Burke Generations Warranty is the longest and strongest in the industry and shows our commitment to creating spaces that will serve communities for years to come. Labor is not included in Burke's warranty. However, numerous Burke Representatives include a supplemental warranty for labor related to warrant repairs on Burke equipment. Each warranty claim is reviewed on a case by case basis to ensure the full scope of the claim is understood and documented. It is during this review that a decision is made on the cost of labor and if it is to be covered in relation to the claim. See Burke Warranty and Shade Systems Warranty attachments	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our warranty is not prorated and replacement parts covered under that warranty will have their own appropriate, full-length warranty instead of being restricted to the balance of the original warranty period which is based on the date it was shipped by the manufacturer. Furthermore, all parts covered under Burke's warranty are shipped free of charge.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Burke offers a Back-charge/Reimbursement form as needed (which includes mileage reimbursement) for when products are replaced. Every circumstance is handled individually by Customer Service staff and/or Plant Manager.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Burke has Authorized Representatives across the US and Canada that are able to assist with locating qualified installers for removal or replacement of parts. If there is a territory unrepresented by a Burke Dealer, Burke Corporate will locate a qualified organization to assist with product removal or installation. Many of Burke parts can be simply replaced without needing to rely on outside contractors or installers.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Burke does not cover warranty service for parts made by other manufacturers. Burke also takes great care in making sure we do not mix and match our parts with other manufacturers on the same piece of play equipment. Installers will, in most cases, work with whatever equipment is on site, even if it is multiple suppliers, however warranty service should be directed to the original manufacturer if at all possible.	*
47	What are your proposed exchange and return programs and policies?	If products are returned to Burke due to an error in ordering or the customer has changed their mind on something, parts that can go directly into stock with no additional work are simply put into stock and the customer is credited for those parts. Parts that need additional processing or re-powder coating are assessed a 25% re-stocking charge. If parts are not able to be used (as determined by the Quality Manager) and have to be scrapped, the customer will not receive credit for those items.	*
48	Describe any service contract options for the items included in your proposal.	Burke does not provide service contract options.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	There are no credit requirements for governmental entities purchasing with BCI Burke. All governmental entities are granted net 30 day terms.	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	To assist with financing, Burke partners with NewLane Finance to offer a payment plan for approved customers. See NewLane Finance attachment	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	The Burke Representative will receive a signed quotation or purchase order from the Sourcewell customer. The Representative will utilize Burke's internet based ordering system which is available for use by Authorized Representatives only. The system is entirely self-developed and self-managed by our in-house IT and Order Entry Departments. Once the order is placed, our Order Entry Department will process the order internally. The order is carefully reviewed by the Order Entry and Design Departments to ensure the order matches the customer's purchase order including equipment, color, price, requested delivery date, shipping location and any other information pertinent to the order. The Burke Representative will invoice the customer once the order has shipped. All Sourcewell orders will be flagged as such in Burke's system so that Burke's Accounting Department is able to easily identify the Sourcewell orders and generate quarterly reports which accurately reflect Sourcewell order totals.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Burke is currently not set up to accept P-card payments. If awarded the Sourcewell contract, Burke will carefully consider adding this capability.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	All contract pricing is determined using product category discounts. Information relating to Burke equipment, Burke Turf, Burke Tiles, Shade and installation is provided in the Burke 2021 Price List attachment which includes Burke Equipment & Surfacing Pricing, Burke Equipment Installation Rates, and Shade Structures Pricing.	*

54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Burke will offer discounts off of list price for each product category as follows: • 7% Discount off of published list prices: o Burke Playground Equipment o Sports & Recreation Equipment o Site Amenities o Borders • 5% Discount off of published list prices o Burke Turf o Burke Tiles 3.5% Discount for shade products • Burke Equipment Installation o Not to exceed rates based on List Price of proposed equipment. See attached chart which provides the rates for each state. • Burke Tile Installation Rates o A per tile rate based on location of project. See attached chart which provides the rates for each state. • Freight o Due to fluctuations in freight rates and the varying size and shape of playground equipment, freight is determined on a per project basis. Freight will be invoiced to NJPA customers at Burke's cost. The freight charge will be clearly noted on the quote provided by Burke. All pricing information relating to Burke equipment, Burke Turf, Burke Tiles and installation is provided in the Burke 2021 Price List attachment	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Burke will offer the following volume discounts on Burke Playground Equipment, Sports & Recreation Equipment, Site Amenities and borders: List Price Range Discount off of list price $1-$49,999 Standard proposed discount of 7% off of list price $50,000-$99,999 10% Discount off of list price $100,000 and above 15% Discount off of list price Burke offers promotions throughout the year which will provide additional customer discounts. These promotional prices will be offered to Sourcewell customers and quoted accordingly. We will encourage Sourcewell customers to utilize these deep discounts when they are available. Please note that volume pricing does not apply to surfacing or installation.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sourcewell customers are able to purchase non-Burke contracted products and services by utilizing the "open market" clause in the Sourcewell contract. Our Representative firms distribute a wide variety of ancillary products including water play, bleachers, park shelters, non-Burke surfacing (PIP, EWF etc.) offering a full turn-key solution for Sourcewell customers. Burke will provide line item quotations for these "open market" items on the Sourcewell quote, and will clearly indicate that these are "open market" goods and/or services. The Sourcewell customer will be required to sign the quotation, which is an indication that they agree to the products and services as quoted.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All costs for the project will be indicated as a line item on the customer's quotation. Installation will be charged per the Equipment Installation Rate sheet included in the pricing section. These charges are "do not exceed" rates and do not apply to prevailing wage projects. Please see the Equipment Installation Rate sheet for more information. The customer will be notified of any additional charges that may apply to custom equipment, surface mount or coastal paint options.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Due to fluctuating fuel prices, freight rates are quoted on a per project basis, and are valid for 30 days from the quote date. The freight charge will be clearly indicated on the quote provided by Burke and will be quoted at Burke's cost.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Burke will use transportation brokers to source out the most cost effective freight rate to ship to Alaska, Hawaii and Canada. The freight charges will be clearly noted on the quote provided by Burke.	*

60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Because Burke quotes out each project individually, we are able to accommodate special delivery requests (lift gate, residential delivery, and timekeeper) for an additional cost which will be reflected on the quotation	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.		

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	As mentioned in the answer to question 51, each Sourcewell customer order is carefully audited by our Accounting Department, Design Department and Sales Department to ensure everything is to the customer's specifications and according to the terms and conditions of the Sourcewell contract. Burke works very closely with our Representatives and customers to ensure total customer satisfaction throughout the entire process.	*
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Burke is pleased to offer an administrative fee of 2% of the of the customer price of all products and services invoiced/sold under the Sourcewell contract. This fee will be reported and paid to Sourcewell on a quarterly basis. The sale will be reported and the fee paid once full payment is received from the Sourcewell customer. Burke agrees not to up-charge or offset the administrative fees to Sourcewell Members.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Playground Equipment Sports & Recreation Equipment Site Amenities Shade Burke Turf and Burke Tiles Surfacing, including plastic borders Installation of Burke Equipment Installation of Burke Turf & Burke Tiles Delivery of all products Sourcewell customers will also be able to purchase non-Burke contracted products and services by utilizing the "open market" clause in the contract. Our Representative firms sell a wide variety of products including water play, bleachers, shelters, surfacing (PIP, EWF etc.), offering a full turn-key solution for your park or school. See attachments: Burke 2021 Catalog Shade Systems Catalog	*
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Burke does not have any products or services that have subcategories.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Playground equipment, site furnishings, site amenities, and accessories.	(•) Yes ( ) No	N/A	*
67	Water play and aquatic recreational structures and equipment.	( ) Yes (•) No	These products are available for purchase via open market designation through our local Representative Firms	*
68	Playground surfacing and fall protection, and water play and aquatic recreational surfacing.	(•) Yes ( ) No	Burke offers Burke Turf and Burke Tile pricing as line items on the contract. Additional surfacing options are available as open market items through our Authorized Representatives.	*
69	Services related to the solutions above.	(•) Yes ( ) No	N/A	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	If we are awarded the contract we will monitor our progress and success by measuring activity and revenue generation. The best metrics to capture this are tracking the project dollars quoted using the contract and the order dollars placed using the contract. We can track this by Representative firm and by territory to understand where we are being successful and develop targeted efforts for areas we want to improve.	*
71	Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility?	At Burke, we design and test our products to all applicable safety standards. We are participants in the International Play Equipment Manufacturer's Association (IPEMA) certification program, and our facility and processes are audited by IPEMA and their third-party verifier to participate in the program and maintain certified products. Burke's Engineering and Product Design Manager, Scott Liebelt, is a director on the IPEMA Board of Directors. He attends ASTM and IPEMA meetings to participate in writing, revising, and interpreting the IPEMA procedures and ASTM-1487 standard, which is the consumer safety performance specification for playground equipment for public use. We have six Burke employees from a variety of departments that are Certified Playground Safety Inspectors (CPSI) through the National Recreation and Park Association (NRPA). The design of our playspaces also promotes safety, well-being and accessibility by focusing on not just access but Universal Design. This means designing spaces to be useable for everyone in the community, regardless of ability, level of concentration or age. Not only do we provide a variety of play events that are designed with these principles, but the overall play environment design has the Universal Design lens with play variety and equity as important considerations. In order to create spaces for the well-being and development of all people, we need to design them with engagement, excitement, socialization and community for everyone.	*
72	Describe how your offering addresses the user's desire to customize the offering (e.g. themes, etc.).	Customizable playspaces can set your playground apart and create an imaginative play experience like no other! Your Burke Representative and our creative Design Team will help you bring your play environment to life and create a space that's as unique as your community with anything from custom vehicles, play panels, photo opportunity panels, storefronts, post toppers, counters, NaturePlay, ClubHouses, barns, airplanes and more! Our Design Team has backgrounds in design, animation, landscape architecture and art and uses their creativity and experience to design a play environment that fosters pretend play and helps children develop friendships and enhance their imaginative skills.	*
73	Identify any certification(s) that your business or the products included in your proposal have attained or received.	• ISO 9001:2015 Certification • ISO 14001:2015 Certification • Founding and active member of the International Play Equipment Manufacturer's Association (IPEMA). In fact Burke's Engineering and Product Manager, Scott Liebelt, is a director on the IPEMA Board of Directors. He attends ASTM and IPEMA meetings to participate in writing, revising, and interpreting the IPEMA procedures and ASTM-1487 standard, which is the consumer safety performance specification for playground equipment for public use. • Accredited IPEMA Certification facility • Alliant Energy's Second Nature™ Program • Partner with US Environmental Protection Agency Green Power Program • Partner with the National Program for Playground Safety (NPPS) and only playground manufacturer to give a free NPPS Playground Supervision Safety Kit with every modular play structure order! • Currently, six Burke employees are certified through the National Recreation and Park Association (NRPA) as Certified Playground Inspectors	*

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 74. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification	

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    a. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    b. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jessica Westphal, Sales Support Coordinator, BCI Burke Company, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 6_Playground_Water_Play_Equipment_RFP_010521 Tue December 22 2020 03:29 PM	☑	1
Addendum 5_Playground_Water_Play_Equipment_RFP_010521 Fri December 18 2020 04:15 PM	☑	1
Addendum 4_Playground_Water_Play_Equipment_RFP_010521 Mon December 7 2020 07:55 AM	☑	1
Addendum 3_Playground_Water_Play_Equipment_RFP_010521 Thu November 19 2020 08:52 AM	☑	1
Addendum 2_Playground_Water_Play_Equipment_RFP_010521 Fri November 13 2020 09:09 AM	☑	2
Addendum 1_Playground_Water_Play_Equipment_RFP_010521 Thu November 12 2020 10:53 AM	☑	2

DocuSign Envelope ID: FFAB8273-E00E-45B9-9904-E2FBEA635A02

AMENDMENT #1
TO
CONTRACT # 010521-BCI

THIS AMENDMENT is by and between **Sourcewell** and **BCI Burke Company, LLC** (Vendor).

Vendor was awarded a Sourcewell Contract for Playground and Water Play Equipment with Related Accessories and Services effective February 15, 2021, through February 17, 2025, relating to the provision of services by Vendor to Sourcewell and its Members (Original Agreement).

The parties agree that certain terms within the Original Agreement will be updated and amended and only to the extent as hereunder provided.

IN CONSIDERATION OF the mutual covenants and agreements described in this Amendment, the parties agree as follows:

1. This Amendment is effective upon the date of the last signature below.

2. Table 13: Audit and Administrative Fee—Line Item Question 63 of the Proposal is deleted in its entirety and replaced with the following new language:

   RESPONSE: Burke is pleased to offer an administrative fee of 2% of the customer price of all products and services, excluding freight and bond charges, invoiced/sold under the Sourcewell contract. This fee will be reported and paid to Sourcewell on a quarterly basis. The sale will be reported, and the fee paid once full payment is received from the Sourcewell customer. Burke agrees not to up-charge or offset the administrative fees to Sourcewell Members.

DocuSign Envelope ID: FFAB8273-E00E-45B9-9904-E2FBEA635A02

Except as amended by this Amendment, the Original Agreement remains in full force and effect.

Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...
Authorized Signature

Jeremy Schwartz
Name – Printed

Title: Director of Operations & Procurement/CPO

Date: 3/10/2021 | 5:29 PM CST

BCI Burke Company, LLC

By: DocuSigned by: Marianne Larson 560EA7AAB49D42D...
Authorized Signature

Marianne Larson
Name – Printed

Title: Sales Support Manager

Date: 3/10/2021 | 2:23 PM PST

Sourcewell–APPROVED:

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC...
Authorized Signature

Chad Coauette
Name – Printed

Title: Executive Director/CEO

Date: 3/10/2021 | 5:47 PM CST

DocuSign Envelope ID: 8F5A91CB-8A14-47EC-88A9-81F81BFC4478

AMENDMENT #2
TO
CONTRACT # 010521-BCI

THIS AMENDMENT is by and between **Sourcewell** and **BCI Burke Company, LLC** (Vendor).

Sourcewell awarded Vendor a contract for Playground and Water Play Equipment with Related Accessories and Services effective February 15, 2021, through February 17, 2025, relating to the provision of services by Vendor to Sourcewell and its Members (Original Agreement).

The parties agree that certain terms within the Original Agreement will be amended and only to the extent as hereunder provided.

IN CONSIDERATION OF the mutual covenants and agreements described in this Amendment, the parties agree as follows:

1. This Amendment is effective upon the date of the last signature below.
2. Section 18. Insurance, Subsection A. Requirements, Item 5 Professional/Technical Errors and Omissions of the Original Agreement is deleted in its entirety.

Except as amended by this Amendment, the Original Agreement remains in full force and effect.

Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...
Jeremy Schwartz

Title: Director of Operations & Procurement/CPO

Date: 3/18/2021 | 4:23 PM CDT

BCI Burke Company, LLC

By: DocuSigned by: Doug Pietrowski 5E49EAF153C543E...
Doug Pietrowski

Title: CFO

Date: 3/18/2021 | 2:11 PM PDT

Sourcewell–APPROVED:

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC...
Chad Coauette

Title: Executive Director/CEO

Date: 3/18/2021 | 4:25 PM CDT

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AMENDMENT #3
TO
CONTRACT # 010521-BCI

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **BCI Burke Company, LLC** (Vendor).

Sourcewell awarded Vendor a contract for Playground and Water Play Equipment with Related Accessories and Services effective February 15, 2021, through February 17, 2025, relating to the provision of services by Vendor to Sourcewell and its Members (Original Agreement).

The parties agree that certain terms within the Original Agreement will be amended and only to the extent as hereunder provided.

IN CONSIDERATION OF the mutual covenants and agreements described in this Amendment, the parties agree as follows:

> The response to question 49 in Table 10 of the Proposal is clarified to read: "Payment for equipment items will be due within 30 days after the products ship. Service-related items will typically be invoiced at completion of the project and will be due within 30 days of the invoice date. Larger projects may require progress payments, in which case, these terms will be clearly noted on the customer quotation."

Except as amended by this Amendment, the Original Agreement remains in full force and effect.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz

Title: Director of Operations & Procurement/CPO

Date: 5/12/2023 | 7:49 PM CDT

BCI Burke Company, LLC

DocuSigned by:
By: Marianne Larson
F7548BD2B6B34BE...
Marianne Larson

Title: Contracts & Sales Admin Mgr

Date: 5/12/2023 | 12:26 PM PDT

Sourcewell–APPROVED:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette

Title: Executive Director/CEO

Date: 5/12/2023 | 8:24 PM CDT

PROPOSAL #:513-173263-4

HOMER F. BRIGGS PARK

Burke
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EXISTING EQUIPMENT

COLOR KEY
- ORANGE
- BLUE
- WHITE
- B BLUE/WHITE

Innovative PLAYGROUNDS CO.

3D Designer: Heidi

PROPOSAL #:513-173263-4

HOMER F. BRIGGS PARK

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Innovative PLAYGROUNDS CO.

316

3D Designer: Heidi

Burke
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HOMER F. BRIGGS PARK

PROPOSAL #:513-173263-4



Innovative PLAYGROUNDS

3D Designer: Heidi

CITY OF ONTARIO *Agenda Report* **December 19, 2023**	**SECTION:** **CONSENT CALENDAR**
Department: Engineering Prepared By: Miguel Sotomayor Staff Member Presenting: Scott Murphy, Executive Director Community Development Reviewed By: Raymond Lee Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 10

SUBJECT: A RESOLUTION AUTHORIZING THE CITY MANAGER TO GRANT DEDICATIONS OF EASEMENTS WITHIN CITY RIGHT OF WAY

RECOMMENDATION: That the City Council adopt a Resolution authorizing the City Manager to grant dedications of easements within City Right of Way for public utility and other lawful purposes on behalf of the City.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the Growth and Evolution of the City's Economy
Pursue City's Goals and Objectives by Working with Other Governmental Agencies
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)
Ensure the Development of a Well Planned, Balanced, and Self-Sustaining Community in Ontario Ranch

FISCAL IMPACT: There is not a direct fiscal impact associated with this action. The applicants shall pay the applicable processing fees to defray the City's cost to process these requests.

BACKGROUND & ANALYSIS: On April 15, 2014, the City Council adopted Resolution No. 2014-028 authorizing the City Manager to grant dedication of easements within Ontario Ranch "Neighborhood Edges" for public utility purposes on behalf of the City. However, due to the current and anticipated future volume of development activity in both Ontario Ranch and the General City, Staff anticipates the need to process a large number of easement dedication requests, some of which will be located outside of the "Neighborhood Edges".

To allow the City to continue providing an efficient and prompt approval process, it is recommended that the City Council authorize the City Manager to grant dedications of easements within City Right of Way for public utility and other lawful purposes (e.g. railroad) on behalf of the City and authorize the City Clerk to attest to and affix the City seal on these documents.

All dedications shall be in a form approved by the City Attorney and the requests shall be reviewed

by Engineering Department staff to ensure consistency and compatibility with the City's master plans, as well as conformance to City standards and policies, prior to recommendation to the City Manager for approval.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO GRANT DEDICATIONS OF EASEMENTS WITHIN CITY RIGHT OF WAY FOR PUBLIC UTILITY AND OTHER LAWFUL PURPOSES.

WHEREAS, in conjunction with new development in both Ontario Ranch and General City, the City will need to process easement dedication requests; and

WHEREAS, the City Council desires to provide an efficient and prompt process for approving various dedications of easements for utilities and other lawful purposes; and

WHEREAS, the dedications shall be in a form approved by the City Attorney; and

WHEREAS, the dedication requests shall be reviewed by the Engineering Department.

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

SECTION 1. That the City Manager is hereby authorized on behalf of the City to grant dedications of easements within City Right of Way for utility and other lawful purposes and execute same on behalf of the City of Ontario; and

SECTION 2. That the City Clerk is hereby authorized to attest to and affix the City seal on all said grants of easement; and

SECTION 3. That the City Clerk is hereby authorized to transmit said documents to the San Bernardino County Recorder's Office for recordation.

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

PASSED, APPROVED, AND ADOPTED this 19th day of December 2023.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST, BEST & KREIGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2023- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held December 19, 2023 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2023- duly passed and adopted by the Ontario City Council at their regular meeting held December 19, 2023.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

CITY OF ONTARIO *Agenda Report* **December 19, 2023**	**SECTION:** **CONSENT CALENDAR**
Department: Engineering Prepared By: Jaime Maciel-Carrera Staff Member Presenting: Scott Murphy, Executive Director Community Development Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 11

SUBJECT: AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH ARDURRA FOR ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

RECOMMENDATION: That the City Council approve Amendment No. 2 to the three-year Professional Services Agreement with Ardurra Group, Inc., of El Segundo, California, to provide On-Call Construction Management and Inspection Services for a revised cumulative contract total not-to-exceed amount of $2,271,208 with a contingency of $121,121 for a revised total not-to-exceed authorization amount of $2,392,329.

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

FISCAL IMPACT: The proposed Amendment No. 2 for Construction Management and Inspection Services is a project-specific task order for the Grove Avenue and Holt Boulevard Intersection Widening Project. The Amendment increases the Agreement amount by $1,211,208, plus an additional ten percent contingency of $121,121 for Fiscal Year 2023-24, for a revised total not-to-exceed authorization of $2,392,329. The City's share of the Intersection Project is 44.4%, funded from General City Street Development Impact Fees. The balance of 55.6% is funded from SBCTA's Measure I Program. Upon approval, additional appropriations from the General City Street Development Impact Fees and from Measure I will be included in a subsequent quarterly budget report to City Council as needed.

BACKGROUND & ANALYSIS: In August 2021, the City awarded a three-year contract to Ardurra Group for on-call Construction Management and Inspection Services. Subsequent appropriations for additional inspection services were made to supplement the City's Engineering Department Inspection Staff, bringing the total not-to-exceed amount to $1,060,000. This Amendment will allow the City to maintain the schedule commitments to support the Grove Avenue and Holt Boulevard Intersection Widening Project and ensure that construction progresses in compliance with City

requirements, approved plans, and specifications. The recommended action will add $1,211,208 along with $121,121 in contingency, for an additional cost of $1,332,329 and a revised total not-to-exceed authorization amount of $2,392,329.

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

PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

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

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 2

TO THE PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE CITY OF ONTARIO AND

ARDURRA GROUP, INC.

1. Parties and Date.

This Amendment No. 2 to the Agreement (as defined herein) is made and entered into as of this ___ day of _____, 2023, by and between the City of Ontario ("City") and Ardurra Group, Inc. a Florida Corporation with its principal place of business at 1960 East Grand Avenue, Suite 300, El Segundo, CA 90245 ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. The City and Consultant have entered into an agreement entitled "On-Call Construction Management and Inspection" dated August 17, 2021 ("Agreement").

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement to increase the not-to-exceed compensation amount to **Two Million Two Hundred Seventy One Thousand Two Hundred Eight and NO/100 ($2,271,208)**. The Parties have previously entered into Amendment No. 1 dated July 5, 2022,

2.3 Amendment Authority. This Amendment No. 2 is authorized pursuant to Section 3 of the Agreement.

3. Terms.

3.1 Amendment. Section 3.2 of the Agreement is hereby amended in its entirety to read as follows:

3.2.1. Compensation

Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibits "C", and "C-1" attached hereto and incorporated herein by reference. In no event shall the total amount paid for services rendered by Consultant during the extended period from August 17, 2021 through August 16, 2022, exceed the sum of **Two Hundred and Sixty Thousand and NO/100 ($260,000)**; and from August 17, 2022 through August 16, 2023, exceed the sum of **Four Hundred Thousand and NO/100 ($400,000)**; and from August 17, 2023 through August 16, 2024, exceed the sum of **One Million Six Hundred Eleven Thousand Two Hundred Eight and NO/100 ($1,611,208)** with a revised cumulative contract total not-to-exceed amount of **Two Million Two Hundred Seventy One Thousand Two Hundred Eight and NO/100 ($2,271,208)** covering the period from August 17, 2021 through August 16, 2024. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 2, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 2. From and after the date of this Amendment No. 2, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 2.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

3.4 Severability. If any portion of this Amendment No. 2 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR AMENDMENT NO. 2 TO ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION BETWEEN THE CITY OF ONTARIO AND ARDURRA GROUP, INC.

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 2 as of the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

Ardurra Group, Inc.

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

CITY OF ONTARIO *Agenda Report* **December 19, 2023**	**SECTION:** **CONSENT CALENDAR**
Department: Financial Services Prepared By: Doreen Nunes Staff Member Presenting: Armen Harkalyan, Executive Director of Finance Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 12

SUBJECT: A PROFESSIONAL SERVICES AGREEMENT WITH URBAN FUTURES, INC., FOR CITYWIDE MUNICIPAL FINANCIAL ADVISORY SERVICES

RECOMMENDATION: That the City Council authorize the City Manager or designee to execute the Professional Services Agreement with Urban Futures, Inc., of Walnut Creek, California, for the provision of citywide municipal financial advisory services, for a contract authority of a not-to-exceed amount of $1,597,500 and a term of three years, with an optional renewal period of two additional years.

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

FISCAL IMPACT: The Fiscal Year 2023-24 Adopted Budget includes appropriations in the Financial Services Agency's budget for Citywide municipal financial advisory services. The proposed Professional Services Agreement term will be for three years, with an optional renewal period for two years, with a not-to-exceed contract amount of $1,597,500, of which $1,172,500 is for services relating to the future issuance of bonds and will be funded directly from future bond proceeds. Specific proposals to utilize bond financing for City capital improvement projects and individual development projects will be presented to the City Council for its consideration at the time of issuance. Of the remaining not-to-exceed contract balance of $425,000, this will be funded from both the General Fund and the Special Districts fund. The fixed billing rates specified in the current Agreement will determine the amount charged for service and reflect the actual service provided. If approved, appropriations will be added to the future years' budget consistent with the annual adoption process.

BACKGROUND & ANALYSIS: Over the next several years, it is anticipated that the City will be required to make significant improvements and/or replacements to existing infrastructure and facilities, as well as construct new infrastructure and facilities. This was evident in the City's adoption of a $2.5 billion budget for capital improvement projects, including the Sports Regional Park, Grand Park, Continuum of Care Access Center, Anthony Munoz gymnasium, expansion of the Convention Center, and many other major capital projects. In addition, the City will continue to

acquire completed and constructed public infrastructure facilities with the ongoing development of Ontario Ranch.

As part of the financial plan for future Citywide projects, it is recommended that the City secure the services of a dynamic and experienced municipal financial advisor to assist in the development of an overall financial strategy and policies before the issuance of any proposed bonds and/or other financings. The financing strategy will address key terms including forecasting and financial modeling, size of bond issue, maturity period, value-to-lien ration, debt service coverage, credit rating enhancements, eligibility and priority for use of proceeds, and timing of bond issuance.

On August 16, 2023, the City solicited a request for proposals for Citywide Municipal Financial Advisory Services and received a total of three proposals. The Companies that submitted proposals were as follows: CSG Advisors, San Francisco, California; Harrell & Company Advisors, LLC, Tustin, California; and Urban Futures, Inc., Walnut Creek, California. Staff reviewed the proposals for responsiveness and recommends awarding the professional services agreement to Urban Futures, Inc. (UFI), as they have distinguished qualifications that placed them above the other two responses. Since 1972, UFI has strived to offer the highest level of service, technical skills, innovation, and local knowledge to California municipalities. The firm is ranked as the top financial advisory firm in California over the last 5-year period as measured by the number of transactions completed. In addition, UFI has one of the largest rosters of experienced municipal advisory professionals registered in California.

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

PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

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

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

CITY OF ONTARIO
PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered as of _____, by and between the City of Ontario, a municipal corporation organized under the laws of the State of California with its principal place of business at 303 East "B" Street, Ontario, California 91764-4196, County of San Bernardino, State of California ("City") and Urban Futures, Inc. a Corporation with its principal place of business at 1470 Maria Lane, Suite 315 Walnut Creek, California 94596 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing Citywide Municipal Financial Advisory services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional services for the **Citywide Municipal Financial Advisory Services** project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional Citywide Municipal Financial Advisory consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **December 20, 2023, to December 19, 2026**, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than two additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Nine Hundred Fifty-Seven Thousand Five Hundred dollars and zero cents ($957,500.00**) without written approval of the City Council or City Manager, as applicable. If the City desires to exercise the two additional one-year terms, the total not to exceed contract amount will be **One Million Five Hundred Ninety-Seven Thousand Five Hundred dollars and zero cents ($1,597,500.00).** Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.2.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.2.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3 Responsibilities of Consultant.

3.3.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this

Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.3.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.3.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: Scott Ochoa, City Manager and Armen Harkalyan, Executive Director of Finance.

3.3.5 City's Representative. The City hereby designates **Armen Harkalyan, Executive Director of Finance**, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Services or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Services or change the Consultant's total compensation subject to the provisions contained in this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.3.6 Consultant's Representative. Consultant hereby designates **Michael Busch, President**, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.3.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.3.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards

generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subconsultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.9 Period of Performance.

3.3.9.1 Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.3.9.2 Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

3.3.9.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.3.10 Laws and Regulations; Employee/Labor Certification.

3.3.10.1 Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.3.10.2 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

3.3.10.3 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.3.10.4 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.3.10.5 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq*.); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

3.3.10.6 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.3.11 Insurance.

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

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

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

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

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

(D) Professional Liability (Errors & Omissions): Liability insurance or Errors & Omissions insurance appropriate to Consultant’s profession with limits of not less than $2,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

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

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability: (1) Additional Insured: The City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Vendor or for which the Vendor is responsible. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) Professional Liability (Errors & Omissions): (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) This insurance shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. “Covered Professional Services” as designated in the policy must specifically include work performed under this Agreement. The policy must “pay on behalf of” the insured and include a provision establishing the insurer’s duty to defend.

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

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

3.3.11.5 Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications

to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

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

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

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

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

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

3.3.11.11 Additional Insurance Provisions

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

(B) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled

and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(C) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

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

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

(F) Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.3.11.12 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services

available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over $25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over $15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants.

3.4.3 Compliance Monitoring. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

3.4.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6 Indemnification.

3.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

3.6.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.7 General Provisions.

3.7.1 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.7.2 Independent Contractors and Subcontracting.

3.7.2.1 Use of Consultants. Consultant is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Consultant is in compliance with the California Labor Code, Consultant shall only utilize its employees to provide the Services. Consultant may not provide the services through any independent contractor, subcontractor or subconsultant ("Subcontractor(s)") unless approved by the City as set forth in Section 3.7.2.2 below. Consultant represents and warrants that all personnel who perform the Services on Consultant's behalf are Consultant's employees, and that Consultant complies with all applicable laws, rules and regulations governing its

employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

3.7.2.2 Prior Approval Required. Consultant shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Consultant to use a Subcontractor, Consultant shall enter into a written agreement with the Subcontractor, which must include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

3.7.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: **Urban Futures, Inc. ("UFI")**
1470 Maria Lane, Suite 315
Walnut Creek, CA 94596
ATTN: Michael Busch, President

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

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.7.4 Ownership of Materials and Confidentiality.

3.7.4.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a

minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.7.4.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.7.4.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.7.4.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.7.4.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.7.4.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel

determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

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

3.7.6 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.7.7 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all costs of such action.

3.7.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.7.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.7.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.7.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.7.12 Assignment or Transfer. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such

consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

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

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

3.7.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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

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

3.7.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.7.19 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.7.20 Counterparts. This Agreement may be signed in counterparts, each of

which shall constitute an original.

3.7.21 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

SIGNATURES ON NEXT PAGE

SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND URBAN FUTURES, INC. ("UFI")

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

URBAN FUTURES, INC. ("UFI")

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

EXHIBIT "A"

SCOPE OF SERVICES

SERVICES RELATED TO FINANCIAL PLANNING

• Serve as the City's fiduciary and key project coordinator on large financing projects. Maintain timelines and schedules, coordinate with external and internal team members, and keep all parties apprised. We strongly recommend a meeting schedule solution or application to organize the myriad of meetings and attendees related to each project.

• Provide advice regarding various financing options available and methods the City could use to finance the construction of facilities and re-finance outstanding debt. The financial advisor is expected to recommend the best financing options, while minimizing interest cost.

• Explore and evaluate short-term financing options, including but not limited to, bond anticipation notes and line of credit, as well as long-term financing, including the development on a long-term financial plan, sizing of each bond issue, and calculations of the resulting debt service requirements.

• Proactively inform the City of events in the debt markets and economy in general that may have an impact on decisions to issue additional debt, refund bonds, or complete other debt or financing transactions. Provide information that may influence current outstanding issues.

• Provide financial consulting services as required in matters related to debt planning and debt management.

• Assist as needed in the review of financial policies (i.e., policies pertaining to investments, financing, swaps, etc.) and debt compliance and disclosure policies. Make suggestions on City policies and other debt administration procedures as necessary to align with best practices.

• Advise on current market conditions, future bond issues, and other information which might be influenced by interest rates and bidding conditions; these factors will be considered for the timing, scheduling, and structuring of each stage of a bond issue to produce the best financing terms. Recommendations for and assistance in acquiring bond insurance, if needed, are also to be provided.

• Provide financial consulting services, as needed, pertaining to obtaining or renewing credit facilities.

• Assist in evaluating remarketing agent, dealer, and credit facility performance for commercial paper program and variable rate debt, including evaluating rates, fees, and other costs.

• Attend and participate in City Council and other meetings as required.

• Advise the City in performing due diligence investigations with respect to Companies that the City may contemplate using in financial transactions. Such due diligence shall

include matters pertaining to the knowledge of, or investigation into a Company's alleged or convicted financial misconduct, securities violation, or Justice Department investigation(s).

• Provide assistance in identifying and obtaining new sources of funds for capital needs, such as may be available from state and/or federal programs.

• Assist in maintaining credit rating agency relationships, including preparation for the City's periodic credit rating review, to ensure the most favorable rating possible.

• Prepare and present reports and/or presentations as needed to the City Council, and the City's various Boards and Commissions. Presentations may at times be designed to facilitate an understanding of public section financing and its implications to the City.

• Attend/participate (in person or by telephone, as required) in meetings related to financial activities as needed.

• Provide service in other financial analyses and technical research as may be deemed desirable by the City.

SERVICES RELATED TO DEBT ISSUANCE

• Advise on the amount, timing, and nature of borrowing, as well as the credit structure, maturity schedule, call provisions and other items, as needed.

• Provide debt service schedules (principal and interest) for future bond issues and final pricing documents.

• Provide bid solicitations, assistance with selection process, negotiation of contract terms, and arrangements for fee payments, for document printing, ratings, paying agents/registrar services, verification agents, underwriters, and other related, required services.

• Prepare request for proposals and provide a listing of prospective bidders to facilitate the selection of service providers, such as liquidity providers, property appraisers, absorption specialists, etc. Provide advice, coordinate, and by following the requirements under the City Ordinance or Municipal Code, assist with the bidding process.

• Advise on the merits of competitive, negotiated, or private placement of debt.

• Recommend financial provisions to be included in the bond transcript documents.

• Participate, as requested by the City, in assembling materials and representing the City in dealings with bond counsel, rating agencies, the City Council, underwriters, and others, as needed, in finalizing offering documents, obtaining required approvals, and closing a bond issue.

• Act as a liaison to the municipal bond market, including, but not limited to, responding to questions or requests for information from underwriters and/or prospective investors.

• Evaluate pricing received for proposed bond issues and recommend the most favorable to the City.

• Provide a post-market evaluation/verification of, including, but not limited to, the underwriters' spread, reasonableness of coupon rates and discounts/ premiums, issuance at a fair market price, and the costs of issuance.

• Provide all other services necessary and/or requested by the City for the issuance of bonds and coordination of an offering.

• Review, analyze and provide guidance on the extension or replacement of letters of credit (LOC) for outstanding variable rate debt, including evaluation of other financing alternatives, such as refunding the bonds with long-term fixed rate debt, short-term fixed rate notes, or floating rate notes.

REPORTING

• The financial advisor shall prepare and submit financial analyses and other reports as requested by the City, including but not limited to, bond transactions' post-pricing reports, schedule of financing transactions including distribution lists, review and analysis of financing proposals, refunding and debt restructuring analysis, debt service schedules, credit analysis, and rating agency presentations.

SERVICES RELATED TO REAL ESTATE AND FINANCIAL ADVISORY

• Guide development of a program reflecting the highest and best use and analyze financial feasibility to understand the impacts of core project parameters, including key public policy goals, on returns.

• Create compelling project benefits narratives that draw on an assessment of economic and fiscal impacts, as well as other quantitative and qualitative benefits that align with local stakeholder goals.

• Gather insights that can shape the project vision by communicating benefits and tradeoffs among key governmental, business, and community stakeholders.

EXHIBIT "B"
SCHEDULE OF SERVICES

UFI's Proposed Fees	
Par Amount	**Fee**
Sector 1 (All Bond Types)	
< $50 million	$45,000
$50 - $100 million	$60,000
> $100 million	$75,000
Sector 2	
CFD Bonds (All Par Amounts)	$40,000
CFD Formations	Hourly (Typically $5,000 - $10,000)

Our fees for municipal advisory services are exclusive of out-of-pocket expenses such as travel, data recovery, third party data fees, and internal compliance requirements. Out-of-pocket expenses will not exceed $2,500 on any transaction.

UFI's Hourly Fee Schedule	
President	$350
Managing Director/Director	$300
Associate/Analyst	$175

EXHIBIT "C"
COMPENSATION

Initial 3-year term total compensation shall not exceed Nine Hundred Fifty-Seven Thousand Five Hundred dollars and zero cents **($957,500.00)**

MA Bond Fees[1]					Optional Year 1	Optional Year 2	
	Fee	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**	**Total**
CFD Bonds	$42,500	$127,500	$127,500	$127,500	$170,000	$170,000	$722,500
Lease Revenue Bonds	$45 - $75K	$150,000	$75,000	-	$75,000	-	$300,000
Utility Revenue	$45 - $75K	-	$75,000	-	-	$75,000	$150,000
Total Bond Fees		**$277,500**	**$277,500**	**$127,500**	**$245,000**	**$245,000**	**$1,172,500**

Hourly Work[2]							
Hourly Work	-	$125,000	$75,000	$75,000	$75,000	$75,000	$425,000
Total Hourly Fees		**$125,000**	**$75,000**	**$75,000**	**$75,000**	**$75,000**	**$425,000**

Total MA + Hourly		**$402,500**	**$352,500**	**$202,500**	**$320,000**	**$320,000**	**$1,597,500**

# Bond Issues					Optional Year 1	Optional Year 2
	Fee	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
CFD Bonds	$42,500	3	3	3	4	4
Lease Revenue Bonds	$45 - $75K	2	1	0	1	0
Utility Revenue	$45 - $75K	0	1	0	0	1

1. Assumes $75,000 per Lease Revenue Bond/utility transactions for purposes of contract NTEs.
2. Includes financial forecast modeling, CFD formations, other hourly work.

CITY OF ONTARIO *Agenda Report* **December 19, 2023**	**SECTION:** **CONSENT CALENDAR**
Department: Economic Development Prepared By: Charity Hernandez Staff Member Presenting: Jennifer McLain Hiramoto, Economic Development Director Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 13

SUBJECT: A LEASE AGREEMENT BETWEEN WELLS FARGO, N.A. AND THE CITY OF ONTARIO

RECOMMENDATION: That the City Council approve a Lease Agreement between Wells Fargo, N.A. (Wells Fargo), and the City of Ontario for the use of the City-owned property located at 120 West "E" Street for a five-year term with the option to extend for up to two additional five-year terms.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the Growth and Evolution of the City's Economy
Operate in a Businesslike Manner

FISCAL IMPACT: The lease rate for the property is proposed at $3,400 per month for the initial 5-year term with a 3% increase each option to extend.

BACKGROUND & ANALYSIS: In 2007, the City displaced the then existing Wells Fargo drive-thru automatic teller machines (ATM's) located at 240 North Euclid Avenue to allow for the construction of Ontario Town Square. The ATM's were relocated to 401 Lemon Avenue, under a lease that ran through 2027.

In 2017, the City acquired the property located on the northeast corner of Euclid Avenue and "D" Street in Downtown, also known as the 400 Block for future redevelopment purposes. The most southeasterly 2,700 square feet of the 400 Block contained the three relocated Wells Fargo drive-thru ATM's.

In 2022, the City entered into a Disposition and Development Agreement (DDA) for the development of a new mixed-use project on the 400 Block. Under the terms of the DDA, the City's obligations included the relocation of all tenants occupying the 400 Block.

City Staff worked closely with City Administration and Wells Fargo to identify an appropriate replacement location for two drive-thru ATM's. Staff identified three locations and determined that 120 West "E" Street, approximately 2,700 square feet of an existing City parking lot, was the most suitable location for the displaced ATM's.

The proposed Lease Agreement will preserve the spirit of the prior lease with Wells Fargo by allowing the ATM's to remain in Downtown, while accomplishing the ultimate goal of making way for an imperative redevelopment project vital to the transformation of Downtown.

Staff recommends that the City Council approve the Lease Agreement with Wells Fargo N.A. to use the City-owned property located at 120 West "E" Street for a five-year term, with the option to extend for up to two additional five-year terms.

ATM LEASE
Northwest Corner Euclid & E. Street, Ontario, CA
(BE #112300)

KEY PROVISIONS SUMMARY

Lease Date:	The date this Lease is executed by the last to sign of Landlord and Tenant as shown on the signature page(s) attached hereto.	
Landlord:	City of Ontario, a municipal corporation	
Tenant:	Wells Fargo Bank, N.A., a national banking association	
Landlord's Property:	**"Landlord's Property"** means the land shown on the Site Plan attached hereto as **Exhibit A**, located in the City of Ontario in the middle of the block bounded by N. Laurel Avenue on the west, Euclid Avenue on the east, E Street on the south, and an unnamed alley on the north and known as Assessor's Parcel No. 1048-355-11. On Landlord's Property Landlord owns and operates a parking lot (**"Landlord's Parking Lot"**) which is located immediately adjacent to the Premises on the east and west sides of the Premises which is also within Assessor's Parcel No. 1048-355-11.	
Premises:	**"Premises"** means the ATM pad and drive through lanes depicted in the site plan attached as **Exhibit A** (provided, however, that the term "Premises" does not include the land underlying the ATM pad and drive through lanes)	
Notice Addresses (Section 22):	Landlord:	Tenant:
	City of Ontario Attn: City Manager 303 East B Street, Ontario, CA 91764 E: SOchoa@ontarioca.gov	Wells Fargo Bank, N.A. Corporate Properties Group Attn: Property Admin (BE #112300) MAC D1116-L10 1525 West W.T. Harris Blvd. Charlotte, NC 28262 E: PropertyAdmin@WellsFargo.com
Commencement Date:	The date Landlord delivers actual possession of the Premises to Tenant in the condition required under this Lease (Section 2.4)	
Outside Delivery Date:	If this Lease is not sooner terminated as provided herein, Landlord shall be deemed to have delivered the Premises to Tenant on the later of the first business day after (i) expiration of the Permit Period or (ii) Tenant's receipt of all required permits and approvals for the ATM facility (with the parties documenting such date of delivery in the Commencement Date Agreement (as defined below)) (Section 4.3)	
Rent Commencement Date:	Tenant shall commence paying Monthly Rent upon the earlier of: (i) the date that the ATM facility becomes fully operational and available for use by Tenant's customers or (ii) one hundred twenty (120) days after the later to occur of (A) Tenant's receipt of all permits and approvals needed to install and operate the ATM facility at the Premises or (B) mutual execution of this Lease and delivery of the Premises to Tenant by Landlord (Section 5.1)	
Inspection Period:	60 days from the Lease Date (Section 3)	

Expiration Date:	11:59 pm on the last day of the last full calendar month five (5) years after the Rent Commencement Date, subject to Tenant's two options to renew/extend the Lease Term as provided below) (for example, if the initial term is five years and begins (i) May 1, 2042, or (ii) any day during April 2042 (other than April 1, 2042), then the Expiration Date would be April 30, 2047).		
Renewal Term(s):	Tenant shall have two options to renew (i.e., extend) the term of the Lease for a period (each a **"Renewal Term"**) of five years per option (Section 4.2)		
Monthly Rent (Section 5):	Year(s) *Note: Annual Rent is included for reference purposes only; Tenant shall only pay Monthly Rent as provided herein	Annual Rent* .	Monthly Rent
	Initial Term	$40,800.00	$3,400.00
	Renewal Terms 1st Renewal Term 2nd Renewal Term	 $42,024.00 $43,284.00	 $3,502.00 $3,607.00
Landlord's Rent Payment Address:	City of Ontario Attn: Finance Dept 303 East B Street Ontario, CA 91764 Contact Phone: 909-395-2000		
Permit Period:	90 days beginning upon expiration of the Inspection Period (Section 29)		
Broker(s):	None. (Section 28)		
Exhibits:	Exhibit A – Site Plans & ATM Facility Exhibit B – Landlord's W-9		

ATM LEASE

THIS ATM LEASE ("**Lease**") is entered into as of the Lease Date by Landlord and Tenant. The parties agree as follows:

1. Key Provisions Summary; Enumeration of Exhibits; Consent.

References in the body of this Lease to a portion of the Key Provisions Summary (e.g., the defined terms in the left-hand column of the Key Provisions Summary) are deemed and construed to incorporate all the terms provided under each such referenced portion of the Key Provisions Summary. References in the Key Provisions Summary to a portion of the body of this Lease (e.g., Section references in the right-hand column of the Key Provisions Summary) are deemed and construed to incorporate all the terms provided under each such referenced portion of the body of the Lease. Notwithstanding the foregoing, if there is any inconsistency between the Key Provisions Summary and another portion of this Lease, the terms of the Key Provisions Summary control. The Exhibits enumerated in the Key Provisions Summary and attached to this Lease are incorporated in this Lease by reference and are to be construed as a part of this Lease. Each party shall perform all obligations on its part as set forth in any Exhibit. Except where expressly provided otherwise in this Lease, any consent or approval required under this Lease will not be unreasonably withheld, delayed, or conditioned. Whenever this Lease grants either party the right

to take action, exercise discretion, establish rules and regulations, or make an allocation or other determination, such party shall act reasonably and in good faith and take no action which might result in the frustration of the other party's reasonable expectations concerning the benefits to be enjoyed under this Lease. If a party withholds its consent or approval, such party shall, upon request, promptly deliver to the other a written statement specifying in detail the reason or reasons why such consent or approval was withheld or refused.

2. Premises, Access, Etc.

2.1. Landlord's Property & Premises. Landlord is the owner of the Landlord's Property. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises.

2.2. Access. Tenant, its agents, employees, contractors, and invitees are hereby granted access to the Premises on a 24-hour per day 7-day per week basis for the purpose of installing, using, inspecting, maintaining, servicing, repairing, replacing, protecting, and removing one or more automated teller machines (collectively, "**ATM**"). At all times, Landlord shall provide uninterrupted access to the Premises, including (a) to the extent permitted by applicable law, the removal of any persons who (or any personal property, refuse, trash or other items which) obstruct or create unsafe path of travel to and from the Premises and the adjacent sidewalks and parking lot by Tenant's agents, customers and employees, and (b) vehicular access to the drive-through lanes from the adjacent public streets. In the event of any construction, remodeling, or other activity by Landlord at the Landlord's Parking Lot, Landlord shall undertake such activities so as to permit access to the Premises to the fullest extent possible and so as to prevent the closure of any ATM. Tenant may abate in full Monthly Rent on a pro-rata basis for every day that the ATM is closed as a directly result of a lack of access to the Premises caused solely by an impediment within Landlord's reasonable control. Landlord shall not construct any improvements within a 100-foot radius around the ATM facility that might materially impede access to or materially obscure visibility of the ATM facility.

2.3. Common Areas. "**Common Areas**" (or sometimes "**Common Area**") means all areas, improvements, and space at the Landlord's Property, including Landlord's Parking Lot, that are now or hereafter made available for the common or joint use and benefit of all tenants, customers, employees, contractors, licensees and invitees of the Landlord's Property, including parking areas, driveways, exterior lighting, sidewalks, landscaped and planted areas, and trash disposal areas. Except as otherwise specifically provided in this Lease, Tenant, its employees, agents, contractors, licensees, and invitees are authorized, empowered, and privileged to use the Common Areas in common with others during the Lease Term.

2.4. Delivery Condition. Landlord shall deliver the Premises to Tenant in its current as-is condition; provided, however, that Landlord shall deliver the Premises vacant (but including striping for a parking lot) and free of any Hazardous Materials (as defined below).

2.5. Landlord's Representations. Landlord represents to Tenant that as of the Lease Date and the Commencement Date: Landlord has indefeasible fee simple title to the Premises Notwithstanding the foregoing, Landlord makes no representations regarding the physical condition, status, compliance with laws or suitability for a particular purpose for Tenant's

use, and Tenant acknowledges that Tenant shall be responsible, at Tenant's sole cost and expense, to obtain any permits or approvals necessary for Tenant's use of the Premises.

2.6. Intentionally Omitted.

2.7. Operation of the Adjacent Parking Lot. Immediately adjacent to the Premises on the east and west sides of the Premises, Landlord owns and operates a parking lot (**"Landlord's Parking Lot"**) on Landlord's Property. Landlord covenants that it will operate and maintain the Landlord's Parking Lot in good condition and will not allow any use at the Landlord's Parking Lot that (i) causes or creates a nuisance, (ii) is obnoxious, (iii) generally detracts from the quality of the Landlord's Parking Lot, or (iv) is a "drug-involved premises" (as defined in 21 U.S.C. § 856). .

3. Inspection Period.

Within three Business Days after the Lease Date, Landlord shall deliver to Tenant true, correct, and complete copies of any studies, tests, reports, plans, drawings, surveys, agreements, and documents with respect to the Landlord's Property, Premises, and the Landlord's Parking Lot which are in Landlord's possession or control including: (i) any title policies, title commitments, title reports, title opinions, title and zoning documents, appraisals, surveys, deeds, easements, deeds of trust or mortgages, declarations and restrictive covenants and other title exceptions; and (ii) any soil, engineering, structural, geotechnical, flood, and environmental studies, tests, reports, documents, and correspondence. During the Inspection Period, Tenant may inspect and investigate the Premises, the Landlord's Parking Lot, and the Landlord's Property; and review and evaluate title, surveys, and other matters related to the use and occupancy of the Premises, provided, however, Tenant shall be prohibited from conducting any invasive testing (such as a Phase II environmental assessment, soil samples, borings, or groundwater testing) without Landlord's prior written consent, which may be withheld in Landlord's sole and absolute discretion. Tenant shall will defend and indemnify the City, and its council, officers, and employees from and against all liabilities regardless of nature or type arising out of Tenant's inspection and examination of the Premises, the Landlord's Parking Lot, and the Landlord's Property, or arising from, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Tenant or Tenant's employees, agents, contractors, subcontractors, or other parties acting on Tenant's behalf or at the request of Tenant ("Responsible Parties"). Tenant's indemnification obligations shall survive expiration or earlier termination of this Lease, including, any termination relating to the Inspection Period.

Prior to entering onto the Premises, Landlord's Parking Lot, and the Landlord's Property (for purposes of this Paragraph, the "Property"), Tenant shall: obtain and maintain comprehensive general liability insurance with a per occurrence limit of not less than One Million and no/100 Dollars ($1,000,000.00) and an aggregate limit of not less than Two Million and no/100 Dollars ($2,000,000.00), which policy of insurance shall (a) provide coverage against claims which arise out of or result from the exercise of the right of entry granted hereunder, and (b) name Landlord as an additional insured, verify such coverage to Landlord prior to entry. Such policy of insurance shall be issued or re-insured by an insurance company authorized to do business in California with a financial rating of at least an "A-IX" status as rated in the most recent edition of Best's Insurance Reports, or such other insurer to which Trust may reasonably consent; (ii) promptly pay when due the costs of all entry and inspections and examinations done with regard to the Property; and (iii)

restore the Property to substantially the condition in which the same were found before any such entry upon the Property and inspection or examination was undertaken, wear and tear excepted.

The Inspection Period begins on the Lease Date. Tenant may terminate this Lease for any reason by giving written notice of termination to Landlord on or before 5:00 p.m. on the last day of the Inspection Period, in which event the parties have no further rights or liabilities hereunder (except for any that expressly survive termination of this Lease). If Tenant terminates this Lease pursuant to a right to do so set forth in this Lease for any reason other than a Landlord Default, then Tenant shall pay to Landlord in cash the sum of One Hundred Dollars ($100.00) as independent consideration for the rights granted to Tenant pursuant to this Lease. In addition to any other right available to Tenant, if Tenant exercises any express right to terminate this Lease as provided in this Lease, Landlord shall reimburse Tenant, within thirty (30) days after Landlord's receipt of invoice therefor, for any out-of-pocket title, engineering, architectural, survey, investigative, and legal costs related to the Premises incurred by Tenant.

4. Term.

4.1. Initial Term. The initial term of this Lease begins on the Commencement Date and expires on the Expiration Date ("**Term**").

4.2. Options to Extend. Tenant has the options to renew (extend) the Term set forth in the Key Provisions Summary by giving written notice of renewal to Landlord not later than ninety (90) days prior to expiration of the then current Term, in which event the Expiration Date will be 11:59 pm at the end of the last day of the then current Renewal Term. If the Term is extended, "Term" includes each Renewal Term. Each Renewal Term is subject to the terms of this Lease.

4.3. Delivery of Possession. Landlord shall, on or before the Outside Delivery Date, deliver the Premises to Tenant in the condition required by Section 2.4 above. If Landlord fails to so deliver the Premises to Tenant because of an event or condition outside Landlord's reasonable control (e.g., the failure of an existing tenant to vacate the Premises), then this Lease is not void or voidable and Landlord will not be in default (except as hereinafter set forth) and the Rent Commencement Date, the Expiration Date, and the Term will be extended by the number of days of delay in delivery of the Premises; provided, however, that notwithstanding anything set forth above, or in Section 27 below, to the contrary, Tenant may terminate this Lease upon ten (10) business day's prior written notice thereof to Landlord if Landlord fails to so deliver the Premises to Tenant within ninety (90) days after the Outside Delivery Date, such notice to be deemed void if Landlord so delivers the Premises to Tenant during the ten (10) business day notice period.

4.4. Tenant's Option to Terminate. At any time after the first annual anniversary of the Rent Commencement Date, Tenant may terminate this Lease upon 90 days' prior written notice to Landlord if Tenant determines in its sole but good faith discretion that the financial performance or profitability of the ATM facility does not meet Tenant's then-current criteria or to satisfy regulatory or legal requirements. Tenant's election to terminate is subject to applicable bank regulatory approvals. If Tenant is unable to secure the necessary regulatory approvals for closure of the ATM facility, Tenant's election to terminate is void.

4.5. Termination for Cause. Tenant may terminate this Lease upon 30 days' prior written notice to Landlord if Tenant, acting in good faith, reasonably determines that (1) the security of the ATM facility, the ATM network, or Tenant's proprietary software or systems is threatened or (2) that the Premises are not a safe banking environment for its customers (e.g., vandalism of the ATM or other criminal activities at or near the Premises, etc.).

4.6. Holding Over. Subject to Section 27 below, any holding over with Landlord's consent after the expiration of the Term will be on a month-to-month basis terminable by either party upon 30 days' prior written notice. If Tenant holds over, Monthly Rent will be 150% of the Monthly Rent in effect immediately prior to the expiration of the Term.

5. Rent.

5.1. Rent Commencement Date & Payment Address. Tenant shall send all rent payments to Landlord's Rent Payment Address. Landlord may modify Landlord's Rent Payment Address upon not less than sixty (60) days' prior written notice thereof to Tenant (accompanied by a current, complete, and accurate IRS W-9 if not already provided). Landlord acknowledges that Tenant must receive a current, complete, and accurate IRS W-9 from Landlord to process the payment of rent. Tenant is not subject to any late charges or interest or in default for non-payment of rent prior to receipt of a current, complete, and accurate IRS W-9 from Landlord. Landlord's current, complete, and accurate W-9 is set forth in Exhibit B.

5.2. Commencement Date Agreement. After the Rent Commencement Date has been determined, and within five (5) business days after receipt of written request therefor from a party, the parties shall execute a mutually agreeable "Commencement Date Agreement" prepared by Tenant confirming: (i) the date Landlord delivered the Premises to Tenant, (ii) the initial term commencement date, (iii) the Rent Commencement Date, (iv) the Expiration Date, and (v) any other matter contingent upon the Rent Commencement Date. Tenant must receive the executed Commencement Date Agreement before Tenant can begin paying rent and Tenant is not liable for any late charges or interest or be in default for non-payment of rent prior to receipt of an executed Commencement Date Agreement from Landlord.

5.3. Conditions of Payment. Except as otherwise provided herein, Tenant shall pay all rent without demand, deduction, set-off, or counterclaim in advance on the first day of each calendar month during the Term. Tenant's Monthly Rent includes all Common Area maintenance charges and Tenant is not obligated to pay Landlord any other charges for such maintenance in connection with this Lease.

5.4. Definition. "**Lease Year**" means each period of twelve (12) full consecutive calendar months beginning with the first full calendar month after the Rent Commencement Date and each subsequent period of twelve (12) consecutive calendar months thereafter during the Lease Term; provided, however, that if the Rent Commencement Date occurs on a day other than the first day of a calendar month, then the initial fractional month from the Rent Commencement Date to the last day of the month in which the Rent Commencement Date occurs plus the next succeeding twelve (12) full calendar months constitutes the first Lease Year of the Term. Rent and other matters that are computed with reference to a Lease Year will be ratably adjusted, on a per diem

basis, for any period prior to the first full calendar month of the first Lease Year and for any partial month within the Lease Term.

6. Design and Installation of ATM Facility.

6.1. Plans. Tenant's proposed ATM facility and site plan are depicted in Exhibit A, which are hereby approved by Landlord in its capacity as Landlord or owner in its proprietary capacity, and not in its governmental or regulatory capacity. Tenant's construction of the ATM facility will not deviate materially from the ATM facility depicted in Exhibit A without Landlord's prior written consent. Upon Tenant's request, Landlord shall provide Tenant with any utility plans, to the extent such utility plans are available and within Landlord's possession, for the Premises, along with such other available information within Landlord's possession regarding the Landlord's Property or the Premises that may be necessary or useful for the installation, construction, or operation of the ATM facility.

6.2. Permits. Tenant shall obtain, at Tenant's sole expense, all building, signage, construction, utility, and operating permits, approvals, and consents required to install the ATM facility at the Premises. Landlord shall cooperate with Tenant in obtaining such permits, etc., and Tenant shall reimburse Landlord for any actual out-of-pocket costs incurred by Landlord in connection with such cooperation. If Tenant is unable on or before expiration of the Permit Period, to obtain the permits, etc., necessary to install the ATM facility at the Premises, all without payment of unusual fees or costs or the satisfaction of unusual conditions, then Tenant may, at its option without penalty, terminate this Lease upon prior written notice thereof to Landlord prior to expiration of the Permit Period. Notwithstanding anything else set forth in this Lease to the contrary, except with respect to any indemnification obligations relating to Tenant's inspections or as otherwise set forth herein, Tenant is not obligated to pay any rent or other costs pursuant to this Lease if Tenant is unable to obtain all applicable permits, etc., despite commercially reasonable due diligent efforts.

6.3. Installation. Promptly after the satisfaction of the conditions set forth in Section 29 below, Tenant may proceed to install at Tenant's sole cost and expense the ATM facility in accordance with Exhibit A together with such additional equipment or features as Tenant deems appropriate, including one or more of the following (a) a telephone or other support system for such equipment, (b) trash receptacles, (c) a branch computer terminal, with all supporting telecommunications equipment, (d) a customer service phone, (e) a merchant depository, (f) utility lines and conduits, and (g) such other equipment and accessories as are or become normally provided by Tenant in connection with the operation of an ATM facility. All or any portion of the ATM facility may be bolted to the floor or ground level surface of the Premises or otherwise securely attached to the Premises. Landlord shall cooperate in good faith to facilitate Tenant's installation activities, including granting any temporary construction easements or temporary licenses reasonably necessary to construct the ATM facility or related improvements. In addition, Landlord shall provide Tenant with access to perform the necessary site preparation (including the removal or rearrangement of equipment, and the installation of the conduit to provide electrical power and telephone lines to the ATM facility). Notwithstanding anything in this Lease to the contrary, Tenant may change the ATM facility by removing, replacing, or adding, from time to time, some or all of the equipment and features offered.

6.4. Tenant's Property. The ATM facility and all of Tenant's trade fixtures and personal property remain the property of Tenant at all times.

6.5. Lighting & Security. Tenant may, at Tenant's sole cost, install (a) all lighting fixtures reasonably necessary to comply with all laws, regulations, and other government requirements imposed on Tenant or Landlord pertaining to the lighting of ATMs/night depositories and to comply with Tenant's ATM/night depository lighting policy, as each may change from time to time (collectively, "**ATM/Night Depository Lighting Requirements**"), and (b) other fixtures and alterations required to comply with any laws governing the operation of ATMs and night depositories. Landlord, at no out-of-pocket cost, shall cooperate with Tenant in Tenant's efforts to comply with the ATM/Night Depository Lighting Requirements and all other laws and regulations governing the operation of ATMs and night depositories. Landlord shall provide lighting in the Common Areas consistent with lighting provided at comparable developments in the vicinity of the Landlord's Property. Tenant may, at its own expense, install its own security system at the Premises. Tenant is solely responsible, at Tenant's sole expense, for the monitoring, operation, and removal of such security system. Any security system installed by Tenant will be for the sole benefit of Tenant and Landlord has no right to rely on any such security system. Landlord shall establish and follow reasonable security standards for the Common Areas and the balance of the Landlord's Property.

7. Trademarks & Signage.

7.1. Trademarks & Usage. Tenant may operate its ATMs under any trade name, logo, trademark, or service mark permitted by law (collectively, "**Marks**"). Each party's Marks remain the sole property of such party. Landlord and Tenant shall not use a Mark of the other party in advertising or otherwise without the prior written consent of the party owning the Mark; provided, however, that Tenant is permitted to include the location/address of the ATM facility in Tenant's directories of ATM facility locations published by Tenant from time to time.

7.2. Signage. Subject to Landlord's approval and applicable law, Tenant may place its standard ATM signage on any ATM at the Premises. Landlord hereby approves Tenant's ATM signage as depicted in Exhibit A. At its discretion, Tenant may enclose an ATM within a kiosk structure and may place its signage on the kiosk structure. Tenant's signage (a) will be fabricated, installed, and maintained by Tenant at Tenant's sole expense, (b) will be consistent with the then-current signage standards at the Premises, and (c) will at all times remain the property of Tenant. Subject to applicable law and Landlord's prior written approval, Tenant may change its signage at any time; provided, however, that Landlord's consent is not required to change signage based upon a change in Tenant's standard corporate signage, name, or logo as long as such changes comply with applicable law and Tenant's signage is not increased in size. At any time, without Landlord's consent, Tenant may replace its standard ATM signage with generic, unbranded signage, so long as such new replacement signage is no larger than and is installed in the same locations as Tenant's branded signage.

7.3. Directional Signage. Tenant may place signs identifying Tenant's operations in the Premises and in the vicinity of the Premises (including "coming soon" or "opening soon" signage). Such signs will be of such dimensions and at such locations as are permitted by applicable law.

8. Use.

Tenant may use the Premises for the operation of one or more ATMs and related and/or similar equipment. So long as this Lease remains in effect, Landlord shall not, without the prior written consent of Tenant (which consent may be granted or withheld in Tenant's sole discretion without considering the interests of Landlord or any third-party) install or operate, or permit the installation or operation of, any ATM or similar mechanism for effecting financial transactions within any part of the Landlord's Property (including within any building or other structure located at the Landlord's Property).

9. Maintenance.

9.1. Tenant's Obligations. Subject to Section 15 below, Tenant shall, at Tenant's sole expense, maintain and repair the ATM facility and the Premises in a clean and good condition, reasonable wear and tear and casualty excepted. Tenant may service the Premises and the ATM facility at any time. Landlord shall provide Tenant with all necessary vehicular and pedestrian access and all authorizations, keys, and other assistance necessary to permit Tenant to service the ATM facility and utilities without prior notice to Landlord. Tenant may engage an independent contractor to perform Tenant's maintenance obligations hereunder.

9.2. Landlord's Obligations. Subject to Section 15 below, Landlord shall maintain the Landlord's Property outside the Premises in first-class condition and repair. Landlord's obligations include the removal of trash and debris from Landlord's Parking Lot surrounding the Premises. Such maintenance shall include the prompt removal of any (i) persons who obstruct or create an unsafe path of travel to and from the Premises and the adjacent sidewalks and parking lot by Tenant's customers, employees and agents, and (ii) personal property, refuse, debris, trash, or other items which may remain on the Landlord's Property following the removal of such persons.

10. Services and Utilities.

10.1. Utility Services at the Premises. Tenant, at its sole expense, shall: (a) stub electric and telephone lines to the Premises, (b) install at the Premises a separate electrical meter for such electricity as may be needed to operate the ATM facility, and (c) install a telephone backboard for such telephone service as may be needed to operate the ATM facility. Tenant shall pay for all electricity, telephone, and data lines and other utility services dedicated to Tenant's operation of the ATM facility. Notwithstanding anything set forth in this Lease to the contrary, if Tenant is unable to obtain electrical power and/or telephone/data lines required to operate the ATM facility prior to the Rent Commencement Date due to circumstances beyond Tenant's reasonable control, the Rent Commencement Date, the Expiration Date, and the Term will be extended by the number of days of delay in obtaining such services.

10.2. Interruption of Service. Any deliberate interruption of power to the ATM facility caused by Landlord, its agents, employees, or contractors, shall not last more than twenty-four (24) consecutive hours and shall be subject to Tenant's express prior written consent, which consent may be withheld in Tenant's reasonable discretion without considering the interests of Landlord or any third-party. Tenant may post notices at the Premises at least twenty-four (24) hours

in advance of any interruption of service. Tenant's Monthly Rent payable hereunder will be abated on a per diem basis (based on a thirty (30) day month) for any day during which the power and/or service from telephone or data lines is shut off to the ATM facility for more than twelve (12) hours (unless Tenant causes the power or service to be shut off to the ATM facility, as applicable). Landlord shall reimburse Tenant for any costs and expenses Tenant incurs in making the ATM facility fully operational as a result of any interruption of services, data transmission, or utilities to the ATM facility caused solely by Landlord, its agents, employees, or contractors.

11. Intentionally Omitted.

12. Insurance.

12.1. Property Insurance. During the Lease Term, (i) Landlord shall maintain, or cause to be maintained, Commercial Property insurance ("**CP Insurance**") that insures the Landlord's Property and Landlord's personal property at the Landlord's Property on a full replacement cost basis (exclusive of Tenant's betterments at the Premises) and (ii) Tenant shall maintain CP Insurance that insures Tenant's personal property and betterments in and about the Premises on a full replacement cost basis. Each CP Insurance policy shall, at a minimum, insure against the perils included in the ISO special causes of loss form CP 10 30 and any amendments or "all-risk" coverage, including loss or damage due to fire and the risks normally included in extended coverage (e.g., flood, windstorm, and earthquake). Landlord is a public agency and may satisfy its insurance obligations via self-insurance or a risk pool.

12.2. Waiver of Subrogation. Except to the extent caused by the gross negligence or willful or wanton misconduct of the other party, Tenant and Landlord hereby waive any and all rights of recovery, claims, actions, or causes of action against each other, by way of subrogation or otherwise, including their respective employees, officers, directors, subsidiaries, affiliates, agents, representatives, and assigns, for any loss or damage that may occur to the Landlord's Property, Landlord's personal property, Tenant's betterments in and about the Premises, and Tenant's personal property by reason of fire or other casualty, regardless of cause or origin. Landlord and Tenant shall obtain a waiver of subrogation from their respective insurers and shall endorse their respective CP Insurance policies to reflect such waiver of subrogation. The above waiver of subrogation applies whether or not there are any deductibles or self-insurance and in the absence of any CP Insurance.

12.3. Liability Insurance. During the Term, Landlord and Tenant shall maintain commercial General Liability insurance ("**CGL Insurance**") with limits of liability not less than $1,000,000 per occurrence with a general aggregate of not less than $2,000,000 covering liability arising from each party's operations at the Landlord's Property or Premises, as applicable, independent contractors, product-completed operations, personal injury, and advertising injury, and contractual liability that includes this Lease as an insured contract.

12.4. Ratings, Certificates. With respect to CGL Insurance, Tenant shall name Landlord as an additional insured and Landlord shall name Tenant as an additional insured. In addition, the CGL Insurance: (i) must be endorsed to be primary and non-contributory, rather than excess, with respect to each party's additional insured status; (ii) endorsed to provide cross-liability coverage if they do not contain a standard ISO separation of insureds provision; (iii) must not

contain any endorsement or provision that states the limits of the policy will not stack, pyramid or be in addition to any other limits provided by that insurer, and (iv) have no cross suits exclusion, or any similar exclusion that excludes coverage for claims brought by an additional insured under the policy against another insured under the policy. All insurance policies required by this Section 12 (i) must be issued by insurance companies having an "A" rating or better by Standard and Poor's, and if not rated by Standard & Poor's, then a rating of "A" by A.M. Best Company, and (ii) may be satisfied by a primary policy or combination of primary, excess, or umbrella policies. The insurance provisions set forth in this Section 12 set forth the minimum amounts and scopes of coverage to be maintained by Landlord and Tenant and are not to be construed in any way as a limitation on each party's liability under this Lease. Tenant may satisfy any or all of the above insurance requirements by use of self-insurance, deductible, and/or a wholly owned subsidiary insurance company (and the rating requirements set forth above are not applicable to Tenant's self-insurance or to policies issued by such an owned insurance company). The responsibility to fund any financial obligation for self-insurance, the election not to insure, and the amount of any deductible are assumed by, for the account of, and at the sole risk of each party. Each party shall furnish Certificates of Insurance to the other party evidencing all of the above-described insurance policies prior to or upon execution of this Lease and annually thereafter, but not later than ten (10) business days after the expiration of each policy. Each party shall notify the other party within 30 days after receiving any Notice of Cancellation, material modification, reduction in coverage, or non-renewal from its insurer that results in non-compliance with the insurance requirements set forth in this Section 12.

13. Indemnification.

Subject to the waiver of subrogation provision in Section 12 above, Tenant shall indemnify, hold harmless, pay, and reimburse Landlord from and for any and all losses, damages, liability, or expenses (including reasonable attorneys' fees, court costs, and expert witness fees) actually incurred by Landlord, arising from loss of life, personal injury and/or property damage, caused by or resulting from, in whole or in part, any negligent act or omission or intentional misconduct of Tenant, its agents, employees, or contractors, in connection with Tenant's use or occupancy of the Premises. Subject to the waiver of subrogation provision in Section 12 above, Landlord shall indemnify, hold harmless, pay, and reimburse Tenant from and for any and all losses, damages, liability, or expenses (including reasonable attorneys' fees, court costs, and expert witness fees) actually incurred by Tenant, arising from loss of life, personal injury and/or property damage, caused by or resulting from, in whole or in part, any negligent act or omission or intentional misconduct of Landlord, its agents, employees, or contractors, in connection with the Landlord's Property. Notwithstanding the foregoing, in the event of the concurrent negligence or intentional misconduct of Tenant, its agents, employees, or contractors, on the one hand and that of Landlord, its agents, employees, or contractors, on the other hand, a party's (the "**Indemnifying Party**") obligation to indemnify the other as set forth in this Section 13 is limited to the extent of the Indemnifying Party's negligence and/or intentional misconduct, and that of its agents, employees, or contractors, including the Indemnifying Party's proportionate share of reasonable costs, attorneys' fees, court costs, expert witness fees, and other expenses incurred in connection with any claim, action, or proceeding brought with respect to such injury or damage. The obligations of Tenant and Landlord under this Section 13 survive the expiration or earlier termination of this Lease.

14. Taxes.

Tenant is liable for all taxes assessed by any taxing authority (including sales taxes) which are attributable to Tenant's operation of the ATM facility and shall pay all personal property taxes assessed on Tenant's fixtures, equipment, and machinery. Landlord is liable for all taxes and/or assessments assessed by any taxing authority (including sales taxes) which are related to Landlord's occupancy or use or ownership of the Landlord's Property, including: (a) personal property, fixtures, or equipment taxes assessed against Landlord's property; (b) franchise taxes assessed against Landlord; (c) taxes on Landlord's gross rents or profits; (d) inheritance, state, gift, income, transfer, or excess profit taxes assessed against Landlord; (e) sales taxes payable by Landlord; and (f) real property taxes and assessments, including any fees, interest and penalties arising from any such tax or assessment, assessed against all or any portion of the Landlord's Property and the improvements located thereon, including any such taxes and assessments attributable to the Premises or any portion thereof. Landlord hereby discloses that this Lease may create a possessory interest subject to property taxes pursuant to Revenue & Taxation Code Section 107.6 and that, if a possessory interest is created, Tenant shall, in accordance with this Section, be responsible for payment of such taxes levied against such possessory interest.

15. Damage by Fire or Other Casualty.

15.1. Damage to Landlord's Property. If the Landlord's Property (or any portion thereof other than the Premises) is damaged or destroyed by fire or other casualty, Landlord shall, at Landlord's cost and expense, promptly repair the same to the extent Landlord's insurance proceeds are made available to Landlord therefor and provided that (a) such repairs, in Landlord's reasonable good faith opinion, can be made within 120 days from the date of such damage or destruction (without payment of overtime or other premiums) and (b) the cost of such repairs, in Landlord's reasonable good faith opinion, will not exceed 50% of the then replacement cost of the Landlord's Property. If Landlord is not required to repair such damage or destruction, then Landlord shall, within 30 days from the date of such damage or destruction, either (i) notify Tenant in writing of Landlord's election to repair such damage or destruction, in which event Landlord shall promptly repair the same, or (ii) notify Tenant in writing of Landlord's election to immediately terminate this Lease, in which event this Lease is terminated effective as of the date of such damage or destruction. As provided in Section 2.2 above, Tenant may abate Monthly Rent if access to the ATM facility is materially impeded by Landlord's repairs or by such damage or destruction. Notwithstanding anything set forth to the contrary in this Section 15.1, Tenant may terminate this Lease effective as of the date of any such damage or destruction if Tenant reasonably determines in its good faith opinion that such damage or destruction substantially impairs the satisfactory operation of the ATM facility by notifying Landlord in writing of Tenant's election to terminate not later than 30 days after the date of such damage or destruction. In addition, and notwithstanding anything set forth to the contrary in this Section 15.1, if Landlord fails to complete the repairs described in this Section 15.1 within 120 days from the date of such damage or destruction, Tenant may terminate this Lease by giving 30 days' prior written notice of termination to Landlord not later than 30 days after such failure (provided, however, that if Landlord completes such repairs within the foregoing 30-day notice period, then Tenant's termination notice is void).

15.2. Damage to Premises. If the Premises (or any portion thereof) are damaged or destroyed by fire or other casualty, Tenant shall, at Tenant's cost and expense, promptly repair

the same to the extent Tenant's insurance proceeds are made available to Tenant. Notwithstanding anything set forth to the contrary in this Section 15.2, Tenant may terminate this Lease effective as of the date of any such damage or destruction if (i) Tenant reasonably determines in its good faith opinion that such damage or destruction substantially impairs the satisfactory operation of the ATM facility, (ii) Tenant is not able to obtain permits to restore the Premises without payment of unusual fees or costs or the satisfaction of unusual conditions, or (iii) Tenant is prevented from restoring the Premises by events or conditions beyond its reasonable control by giving 30 days' prior written notice of termination to Landlord not later than 30 days after Tenant's good faith determination of any of the foregoing.

16. Eminent Domain.

Landlord shall promptly forward to Tenant all notices of eminent domain relating to the Premises or the Landlord's Property. If all of the Premises are taken under the power of eminent domain, then this Lease is terminated as of the effective date of the taking. If a portion of the Premises, the building (if any) within which the Premises are located, the common area surrounding the Premises, or reasonable access to and from the common areas is taken under the power of eminent domain and the loss of such portion materially adversely affects Tenant, then Tenant may terminate this Lease by providing written notice of termination to Landlord not later than 30 days after the date of such taking. In the event of a partial taking, if Tenant does not elect to so terminate this Lease, then Landlord shall, at Landlord's cost and expense, promptly restore the remaining portion of the Premises, the building (if any), the common areas, and reasonable access as the case may be and the rent payable by Tenant will be abated to the extent that Tenant is unable to occupy and use the Premises. All damages and compensation awarded or paid because of such taking (other than compensation for the loss of Tenant's good will and improvements installed by Tenant at Tenant's expense, and Tenant's relocation expenses) belong to Landlord. All damages and compensation awarded or paid because of a taking of any improvements installed by Tenant at Tenant's expense belong to Tenant.

17. Removal of ATMs.

Upon the expiration or sooner termination of this Lease, Tenant shall remove the ATM facility and related equipment, Tenant's signs, and Tenant's other moveable trade fixtures and personal property from the Premises, at Tenant's sole expense. Such removal shall occur prior to the expiration or sooner termination of this Lease. Tenant shall, at its sole expense, repair any damage to the Premises caused by such removal. In addition, Tenant shall, at its sole expense, restore the Premises to the condition in which it existed prior to the installation of the ATM facility and related equipment, (including, without limitation restoring the parking stalls as depicted on page 3 of **Exhibit A**), provided, however, that Tenant will not be required to re-place or re-install the light standard pole removed at the installation of the ATMs. Tenant shall ensure that any repairs or cuts in any paved areas, walls, or other improvements made during the removal of the ATM facility will be made in a good and workmanlike manner so as to match as nearly as practicable the surrounding area. Tenant's restoration obligations shall survive expiration or earlier termination of this Lease.

18. Assignment and Subletting.

18.1. Landlord's Consent. Except as otherwise provided in this Section 18, Tenant shall not assign this Lease or sublet the whole or any part of the Premises (collectively, "**Transfer**") without the prior written consent of Landlord. If Tenant elects to initiate a Transfer of this Lease, Tenant shall provide Landlord with a written notice setting forth the reasonable details of such Transfer. If Tenant provides in such notice that Tenant remains liable for the full and complete performance of the terms and conditions of this Lease despite such Transfer, Landlord shall be deemed to have unconditionally given its consent to such Transfer and no further action or notice is required by either Landlord or Tenant. If Landlord's consent is required for a Transfer, Landlord shall notify Tenant whether the proposed Transfer is approved or rejected in Landlord's reasonable discretion not later than ten (10) business days after receipt of written notice thereof from Tenant (and if Landlord fails to notify Tenant within the ten (10) business day period, then Landlord's consent is deemed given). If Landlord does not consent to a proposed Transfer, Landlord shall provide Tenant with a reasonably detailed written explanation as to the reasons for withholding such consent. If the use of the Premises under the proposed Transfer does not violate any restrictive covenant or exclusive use provision applicable to the Premises, then Landlord's failure to consent to the Transfer of this Lease is deemed unreasonable. Landlord's consent to a Transfer serves to release Tenant of all further liability under this Lease.

18.2. No Assignment. The following events are not considered a Transfer under this Section 18: (i) a change in ownership of Tenant as a result of a merger, consolidation, reorganization, or joint venture; (ii) the sale of Tenant's assets (e.g., deposits, loans, this Lease, etc.) at the Premises as a going concern (a "**Store Sale**"); (iii) a Transfer of this Lease to any entity if a regulatory agency having jurisdiction over Tenant's business requires that Tenant divest itself of certain deposits and banking facilities (a "**Divestiture**"); (iv) the Transfer of this Lease to any entity that controls, is controlled by, or is under common control with Tenant; (v) the sale, exchange, issuance, or other transfer of Tenant's stock on a national exchange or between any entity that controls, is controlled by, or is under common control with Tenant; or (vi) the sale or transfer of at least ten (10) locations (including the Premises and this Lease) in a bulk sale to one transferee (a "**Bulk Sale**"). Tenant is not required to obtain Landlord's consent and Landlord shall not delay, alter, or impede any of the foregoing transactions or combinations thereof. Tenant has no further liability under this Lease arising after the effective date of a Store Sale, Divestiture, or Bulk Sale.

18.3. Resolution & Recovery.

18.3.1. "**Resolution Event**" means the filing of and pursuit of an insolvency related proceeding against Tenant or Tenant's assets pursuant to applicable law (e.g., the Dodd-Frank Wall Street Reform and Consumer Protection Act). For purposes of this Section 18.3 only, "**Affiliate**" means any entity that controls, is controlled by, or is under common control with Tenant.

18.3.2. Notwithstanding anything set forth in the Lease to the contrary, if a Resolution Event occurs, and Tenant or an Affiliate continues to (a) pay all rent and other charges under the Lease timely and (b) abide by the other material terms of the Lease, Landlord shall not, while a Resolution Event is pending (and, except as otherwise provided in Section 18.3.4 below, for a period of eighteen (18) months thereafter): (i) terminate or modify the Lease; (ii) recapture

the Premises; (iii) prevent renewal of the Lease pursuant to a right to renew set forth in the Lease (if any); (iv) suspend any services provided to Tenant, an Affiliate, or the Premises under the Lease; or (v) otherwise exercise remedies under or in respect of the Lease arising from a Resolution Event.

18.3.3. In addition, but only in connection with a Resolution Event, Landlord hereby consents to (i) any change of control of Tenant or an Affiliate and (ii) the assignment, delegation, or transfer of any or all of Tenant's rights and obligations under the Lease, in whole or in part, to any entity that is or becomes (or, as of immediately prior to the Resolution Event, was) an Affiliate or a successor to the whole or a part of the business of Tenant or an Affiliate.

18.3.4. Notwithstanding anything set forth in this Section 18.3 to the contrary, Landlord is not required, even during a Resolution Event, to allow Tenant or an Affiliate to occupy the Premises after the final expiration date of the Lease.

19. Default by Tenant.

19.1. Failure to Perform. The occurrence of any one or more of the following events constitutes a default of this Lease by Tenant (a "**Tenant Default**"): (a) the failure by Tenant to make any payment of Rent, or any other payment required to be made by Tenant under this Lease, as and when due, where such failure continues for more than ten (10) days after the date such payment is due; (b) the failure by Tenant to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Tenant, other than as described in subsection (a) above, where such failure continues for more than thirty (30) days after Tenant's receipt of written notice of default from Landlord (provided, that if the cure of such Tenant Default reasonably requires more than thirty (30) days to complete, then Tenant is not in default if Tenant promptly commences the cure of such Tenant Default and diligently pursues such cure to completion); and (c) except as otherwise provided in Section 18.3 above, the making by Tenant of any general assignment or general arrangement for the benefit of creditors, the filing by or against Tenant of a petition to have Tenant adjudged bankrupt or a petition reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days of filing), or the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged in thirty (30) days after appointment of said trustee or receiver, or the filing of a petition for the appointment of the same, whichever occurs first.

19.2. Remedies in Default.

1.1. in Default.

19.2.1. If any Tenant Default (as defined in Section 91.1 above) shall occur, and following notice of default as required by this Lease (for the period applicable to the default under the applicable provision of this Lease), Landlord shall have the following remedies in addition to all other rights and remedies provided by law or equity, to which Landlord may resort cumulatively or in the alternative. Landlord shall have the immediate option to terminate this Lease and all rights of Tenant hereunder by giving written notice of such intention to terminate. In the event that Landlord shall so elect to terminate this Lease, then Landlord may recover from Tenant: (a) the worth at the time of award of any unpaid rent which had been earned at the time

of such termination; plus (b) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss Tenant proves could have been reasonably avoided; plus (c) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; plus (d) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom. At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law. As used in (a) and (b) above of this Section, the "worth at the time of award" is computed by allowing interest at the maximum rate an individual is permitted by law to charge. As used in subparagraph (c) above, the "worth at the time of award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

19.2.2. In the event of the vacation or abandonment of the Premises by Tenant, or in the event that Landlord shall elect to reenter as provided herein or shall take possession of the Premises pursuant to legal proceeding or pursuant to any notice provided by law, then Landlord shall have the remedy specified by Civil Code Section 1951.4, in which Landlord may from time to time recover all rental as it becomes due or relet the Premises or any part thereof for the account of Tenant on such term or terms and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable, with the right to make alterations and repairs to the Premises. In the event that Landlord shall elect so to relet, then rentals received by Landlord from such reletting shall be applied first, to the payment of any indebtedness, other than rent due hereunder, owed by Tenant to Landlord; second, to the payment of any cost (including commissions) of such reletting; third, to the payment of the cost of any alterations and repairs to the Premises; fourth, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. Should that portion of such rentals received from such reletting during any month, which is applied to the payment of rent hereunder, be less than the rent payable during that month by Tenant hereunder, then Tenant shall pay such deficiency to Landlord upon demand. Tenant shall also pay to Landlord, as soon as ascertained, any and all costs and expenses incurred by Landlord in such reletting or in making such alterations and repairs not covered by the rentals received from such reletting.

19.3. Lien Waiver. LANDLORD HEREBY WAIVES AND DISCLAIMS ALL STATUTORY AND CONTRACTUAL LIEN RIGHTS IN TENANT'S FURNITURE, FIXTURES, TRADE FIXTURES, EQUIPMENT, MERCHANDISE, AND OTHER PERSONAL PROPERTY NOW OR HEREAFTER PLACED AT THE PREMISES.

20. Default by Landlord.

"**Landlord Default**" means Landlord's failure to perform or observe any of its obligations under this Lease after a period of thirty (30) days (or the additional time, if any, that is reasonably necessary to promptly and diligently cure the failure) after receiving notice from Tenant setting forth in reasonable detail the nature and extent of such failure. If Landlord commits a Landlord Default, Tenant, in addition to any remedies available under law or equity, may, without being obligated to and without waiving the Landlord Default, cure the Landlord Default. Landlord shall

pay Tenant, upon demand, all costs, expenses, and disbursements incurred by Tenant to cure the Landlord Default. If Landlord does not make such payment within thirty (30) days of demand, Tenant may deduct all such costs and expenses from the rent next coming due. If Tenant elects not to cure the Landlord Default, Tenant may either terminate this Lease upon written notice to Landlord after the expiration of any applicable cure period or abate any and all rent payments owed to Landlord until the date that such Landlord Default is cured by Landlord (at which time Tenant shall resume making rental payments owed for the period after the date of cure).

21. Control of ATM; Confidentiality.

21.1. Control. Landlord acknowledges that the operation of the ATM facility is governed by the policies and procedures developed or to be developed by Tenant from time to time. Therefore, except as expressly set forth herein otherwise, Tenant has the right to control and manage the ATM facility, the operation and maintenance thereof, and all business and transactions conducted therefrom, including the functions and features provided, the development of products, and the pricing of services (including surcharges on Tenant's customers or non-customers).

21.2. Confidentiality. In the course of its performance under this Lease, Tenant may deliver to Landlord certain oral and written information, and plans and drawings regarding the ATM facility, and the operation thereof, which information is proprietary in nature (the "**Tenant Materials**"). Landlord shall (i) keep the Tenant Materials and the existence and contents of this Lease confidential, (ii) only make such information available to its officers, directors, and employees only on a need-to-know basis, and (iii) not disclose such information to any person or entity without the prior written consent of Tenant. If this Lease is terminated, Landlord shall return to Tenant all Tenant Materials and any copies thereof. Landlord shall not, directly or indirectly, use the Tenant Materials in its business or in its dealing with any other person or entity.

22. Notices.

22.1. Written Notice; Delivery Methods. Each party giving or making any notice, request, demand, consent, approval, or other communication (each, a "**Notice**" (but sometimes "**notice**")) pursuant to this Lease shall: (i) give the Notice in writing; (ii) cause the Notice to be signed by an authorized representative of the sending party (the sending party's attorney is authorized to sign and send a Notice on behalf of the sending party); and (iii) use one of the following methods of delivery, each of which for purposes of this Lease is a writing: (a) personal delivery; (b) Certified Mail, return receipt requested, with postage paid; (c) nationally recognized overnight courier, with all fees paid; or (d) email (but only if a party's email address is included in its notice address in the Key Provisions Summary or is otherwise provided to the other party by a Notice).

22.2. Addresses. Each party giving a Notice shall address the Notice to the appropriate person at the receiving party (the "**Addressee**") at the address(es) listed in the Notice Addresses section of the Key Provisions Summary or to another Addressee or at another address as designated by a party in a Notice pursuant to this Section 22. Notices may not be sent to the Premises. Any notice sent to the Premises is deemed ineffective.

22.3. Effectiveness of a Notice. Except as provided elsewhere in this Lease, a Notice is effective only if (i) the party giving the Notice has complied with the two subsections set forth above and (ii) the Notice is deemed to have been received by the Addressee. A Notice is deemed to have been received by the Addressee as follows: (a) if a Notice is delivered in person, sent by Certified Mail, or sent by nationally recognized overnight courier: on the earlier of the date of delivery or the date the Notice is available for pickup, all as evidenced by the records of the delivering person or entity; (b) if a Notice is sent by email: on the date the email Notice is sent to the Addressee's email address; and (c) if the Addressee rejects or otherwise refuses to accept the Notice (e.g., if the Addressee does not pick up the Notice timely), or if the Notice cannot be delivered because of a change in address for which no Notice was given: upon the rejection, refusal, or inability to deliver the Notice, which shall be deemed to be the date of rejection, refusal, inability to deliver, or availability for pickup, all as evidenced by the records of the delivering person or entity. If a Notice is sent by email, the party sending the Notice also must send, unless such requirement is waived in a return email from the receiving party, a confirmation copy of the Notice by one of the other methods in the first subsection set forth above within three (3) business days after the send date of the email, but the lack of delivery of such other Notice does not negate the email Notice.

22.4. Delivery Time of Notice. Notwithstanding the foregoing, if any Notice is received after 5:00 p.m. on a Business Day where the Addressee is located, or on a day that is not a Business Day where the Addressee is located, then the Notice is deemed received at 9:00 a.m. on the next Business Day where the Addressee is located.

23. Subordination, Non-Disturbance, and Attornment.

23.1. This Lease is subject and subordinate to the lien of all mortgages or deeds of trust which may now affect or encumber all or any portion of the Premises and to all renewals, modifications, consolidations, replacements, and extensions thereof. Landlord shall use commercially reasonable efforts to obtain a Subordination, Non-Disturbance, and Attornment Agreement ("**SNDA**") from Landlord's current lender providing generally that the mortgagee, trustee, or any purchaser at the foreclosure of the mortgage or deed of trust will not disturb Tenant's possession of the Premises and that Tenant will attorn to such mortgagee, trustee, or purchaser at foreclosure as Landlord under the terms and conditions of this Lease upon receiving written notice that such party has succeeded to the interest of Landlord under this Lease. Tenant shall be liable for all costs and expenses of obtaining such SNDA.

23.2. This Lease is subject and subordinate to the lien of all mortgages or deeds of trust which may hereafter affect or encumber all or any portion of the Premises and to all renewals, modifications, consolidations, replacements, and extensions thereof; provided, however, that the foregoing provision shall only be applicable to those mortgages or deeds of trust for which Tenant has been provided an SNDA. Tenant shall be liable for all costs and expenses of obtaining such SNDA.

24. Hazardous Materials.

24.1. Definitions. "**Environmental Law**" means any law, statute, ordinance, rule, or regulation pertaining to health, industrial hygiene, Hazardous Materials (as defined below),

or the environment including, without limitation CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act of 1980) and RCRA (Resources Conservation and Recovery Act of 1976). "**Hazardous Materials**" means petroleum, asbestos, polychlorinated biphenyls, formaldehyde, radioactive materials, radon gas, mold, or any chemical, material or substance now or hereafter designated, classified or regulated as being "toxic" or "hazardous" or a "pollutant" or words of similar import, under any Environmental Law.

24.2. Compliance. Tenant and Landlord will each handle, treat, deal with, and manage any Hazardous Materials in, on, under or about the Premises (in the case of Tenant) and the Landlord's Property (in the case of Landlord) in compliance with all Environmental Laws and prudent industry practices regarding Hazardous Materials. Neither Landlord nor Tenant will use any Hazardous Materials in the Landlord's Property or the Premises, respectively, except as necessary in the ordinary course of business and in full compliance with all Environmental Laws. Landlord will use its best efforts to cause any other tenants of Landlord at the Landlord's Property to comply with all Environmental Laws and to not allow any other tenant to use any Hazardous Materials except as necessary in the ordinary course of business and in compliance with all Environmental Laws. Tenant will promptly notify Landlord of any release or presence of any Hazardous Material in the Premises of which Tenant becomes aware and Landlord will promptly notify Tenant of any release or presence of any Hazardous Material in any area where Tenant's customers, employees, agents, or contractors may be likely to be present.

24.3. Remediation. If Hazardous Materials are (a) released at the Premises by Tenant, its agents, employees, or contractors, or (b) permitted to be released by Tenant, its agents, employees, or contractors, then Tenant is solely responsible for the removal and/or remediation of such Hazardous Materials in compliance with applicable Environmental Laws. Landlord shall be responsible for any Hazardous Materials existing on or about the Premises prior to the Commencement Date, regardless of when discovered, and will remediate such pre-existing Hazardous Materials to the extent required by governmental authorities in compliance with applicable Environmental Laws to allow, construction, operation and/or removal of the ATM facility.

24.4. Indemnification. Tenant shall indemnify and hold Landlord harmless from and against any and all claims, actions, suits, proceedings, loss, liabilities, damages, fines, costs, or expense (including reasonable attorneys' fees, consultants' fees, investigation and laboratory fees, court costs, and litigation expenses), which arise from the presence of Hazardous Materials at the Premises released by (a) Tenant or its agents, employees, or contractors, or (b) permitted to be released by Tenant, its agents, employees, or contractors.

25. Quiet Enjoyment.

Landlord covenants that so long as Tenant has not committed a Tenant Default under the terms of this Lease Tenant will have quiet and peaceful possession of the Premises and will enjoy all of the rights herein granted without interference by Landlord or anyone claiming by, through or under Landlord or by the lessor under any master lease of the Landlord's Property.

26. Compliance with Laws.

Landlord and Tenant shall comply with applicable federal, state, and local laws, rules, regulations, and ordinances. Tenant shall be responsible for compliance with the American with Disabilities Act and other disabled access laws and regulations (collectively "**ADA**") at the Premises. Landlord shall be responsible for compliance with the ADA at the Landlord's Parking Lot. Landlord shall reasonably cooperate with Tenant, at no expense to Landlord, in connection with Tenant's efforts to comply with the ADA and other applicable laws. Notwithstanding the foregoing, Landlord acknowledges that many of Tenant's covenants and obligations hereunder, including the establishment, closure, and relocation of the ATM facility, are subject to Tenant's obtaining the consent or approval of all regulatory agencies (including the Comptroller of Currency) now or hereafter empowered to regulate Tenant and its business operations and such regulations supersede the terms and conditions of this Lease.

27. Force Majeure.

27.1. Definition. "**Force Majeure Event**" means any act or event, whether foreseen or unforeseen, that meets all three of the following tests: (a) the act or event prevents a party (the "**Non-Performing Party**"), in whole or in part, from (i) performing its obligations under this Lease, or (ii) satisfying any conditions to the obligations of the other party (the "**Performing Party**") under this Lease; (b) the act or event is beyond the reasonable control of and not the fault of the Non-Performing Party; and (c) the Non-Performing Party has been unable to avoid or overcome the act or event by the exercise of due diligence. In furtherance of the definition of Force Majeure Event and not in limitation of that definition, each of the following acts or events is an example of an act or event that could be a Force Majeure Event if the act or event meets each of the above requirements of this Section 27.1: accident; fire; act of God; act of a public enemy; injunction; riot; strike; lockout; insurrection; war; terrorist attack; court order; requisition or order of governmental body or authority; epidemic, pandemic, or quarantine (such as the events connected with COVID-19); and inability to procure labor or materials from normally available sources. Notwithstanding the preceding definition of a Force Majeure Event, a Force Majeure Event excludes economic hardship, changes in market conditions, and insufficiency of funds.

27.2. Suspension of Performance. Except with respect to Tenant's payment of Rent or other sums due Landlord hereunder, which shall not be excused, suspended, or delayed, if a Force Majeure Event occurs, if a Force Majeure Event occurs, the Non-Performing Party is excused from (i) whatever performance is prevented by the Force Majeure Event to the extent prevented, and (ii) satisfying whatever conditions precedent to the Performing Party's obligations that cannot be satisfied, but only to the extent they cannot be satisfied due to the Force Majeure Event. Notwithstanding the preceding sentence, a Force Majeure Event does not excuse any obligation by either the Performing Party or the Non-Performing Party to make any payment required under this Lease.

27.3. Obligations of Non-Performing Party. Not later than five (5) business days after becoming aware of the occurrence of a Force Majeure Event, the Non-Performing Party shall send written notice to the Performing Party describing the particulars of the occurrence, including an estimate of its expected duration and probable impact on the performance of the Non-Performing Party's obligations under this Lease. During the continuation of the Force Majeure

Event, the Non-Performing Party shall (i) furnish timely, regular written reports updating the initial notice and providing any other information reasonably requested by the Performing Party; (ii) exercise commercially reasonable efforts to mitigate or limit damages to the Performing Party; (iii) exercise commercially reasonable due diligence to overcome the Force Majeure Event; (iv) to the extent that it is able, continue to perform its obligations under this Lease; and (v) cause the suspension of performance to be of no greater scope and no longer duration than the Force Majeure Event requires.

27.4. Resumption of Performance. When a Force Majeure Event no longer prevents the Non-Performing Party from (i) resuming performance of its obligations under this Lease, or (ii) satisfying the conditions precedent to the Performing Party's obligations, the Non-Performing Party shall immediately give the Performing Party written notice to that effect and shall resume performance under this Lease no later than five (5) business days after the notice is delivered.

27.5. Termination. If the suspension of performance pursuant to Section 27.2 above continues for more than six (6) consecutive months, either party may terminate this Lease by giving written notice of termination to the other party, in which event the parties have no further rights or liabilities hereunder (except for any that expressly survive termination of this Lease).

27.6. Exclusive Remedy. Except as explicitly set forth otherwise in this Lease, the relief offered by this Force Majeure provision is the exclusive remedy available to the Non-Performing Party with respect to a Force Majeure Event. In addition, the liability of either party for an event that arose before the occurrence of the Force Majeure Event is not excused as a result of such occurrence.

28. Brokers.

Each party represents to the other that it has had no dealings with any real estate broker, agent, or finder in connection with the negotiation of this Lease other than the Broker(s) and that it knows of no real estate broker or agent entitled to any commission or finder's fee in connection with this Lease other than the Broker(s). Landlord shall pay to the Broker(s) a commission fee pursuant to a separate written agreement with the Broker(s). Each party shall indemnify and hold harmless the other party from and against any and all claims, demands, losses, liabilities, lawsuits, judgments, costs, and expenses (including attorneys' fees and costs) with respect to any leasing commission, finder's fee, or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any real estate broker, agent, or finder.

29. Conditions Precedent.

All obligations of Tenant under this Lease are subject to the occurrence of, or Tenant's written waiver of, each of the following conditions precedent: (i) sufficient evidence of Landlord's title to the Premises and authority to enter into this Lease; (ii) Landlord's receipt of any consent or approval required under any recorded document and from any tenant (anchor or otherwise) or lender having consent or approval rights for this Lease or for the use of the Premises for an ATM; (iii) except as otherwise provided in clause (ii) above, Tenant's ability to procure all building, signage, construction, and operating permits, approvals, and consents for an ATM at the Premises;

and (iv) Tenant's ability to access required utilities without payment of unusual fees or costs. In addition, Landlord shall obtain an SNDA from Landlord's lender for the benefit of Tenant. Landlord shall cooperate in making and executing any applications that may be requested by Tenant to obtain any necessary permits, approvals, or consents. Each of Tenant's approvals which are a condition precedent to Tenant's obligations hereunder may be given or withheld in Tenant's sole and absolute discretion without considering the interests of Landlord or any third-party. If all of the conditions precedent have not been satisfied or waived in writing by Tenant within the time limits specified herein, then all of Tenant's obligations hereunder terminate upon written notice given by Tenant to Landlord; provided, however, that Tenant, by written notice to Landlord, may extend by up to 45 days the period within which any condition precedent may be satisfied or waived.

30. Additional Terms.

30.1. Landlord's Authority. Landlord and Tenant acknowledge and agree that Landlord holds separate functions under this Lease (a) as landlord or owner, in its proprietary capacity under the Lease, and (b) as the authority having jurisdiction acting in its governmental capacity, as building official with full power and authority to authorize, approve, permit and inspect the design and construction of buildings and structures, including activities related to design review, entitlements, building permit issuance, construction inspections, permit signoff, final inspections, and issuance of Certificates of Occupancy, as applicable. The Landlord is entering into this Lease in its proprietary capacity, and not in its regulatory or governmental capacity. Nothing in this Lease shall be construed as restraining, impairing or restricting the City in its regulatory capacity, or granting any rights upon the Tenant with respect to the use, occupancy or operation of the Premises in a manner inconsistent with applicable law. This Lease does not grant any development rights upon the Tenant with respect to the Premises and any such development shall be subject to all applicable provisions of the Ontario Municipal Code.

30.2. Default Rate of Interest. The "**Default Rate**" of interest shall be the lesser of eight percent (8%) per annum or the rate per annum equal to the then current prime interest rate published in The Wall Street Journal in its "Money Rates" section.

30.3. Successors or Assigns. The terms, conditions, covenants, and agreements of this Lease extend to and are binding upon Landlord, Tenant, and their respective heirs, administrators, executors, legal representatives and permitted successors, subtenants, and assigns, if any, and upon any person or entity coming into ownership or possession of any interest in the Premises by operation of law or otherwise.

30.4. Severability. If any term, covenant, or condition of this Lease or the application thereof to any person or circumstance is, to any extent, invalid, illegal, or unenforceable, the remainder of this Lease, or the application of such term, covenant, or condition to parties or circumstances other than those to which it is held invalid, illegal, or unenforceable, is not affected thereby and each term, covenant, and condition of this Lease remains valid and enforceable to the fullest extent permitted by law, but only if the essential terms and conditions of this Lease for each party remain valid, binding, and enforceable.

30.5. Memorandum of Lease. Neither Landlord nor Tenant will permit, allow or cause this Lease, or any amendment to this Lease, to be recorded in any public registry or office of register of deeds; provided, however, at the request of either party, Landlord and Tenant shall execute a recordable memorandum of this Lease setting forth the names and addresses of the parties, a reference to this Lease with its date of execution, specific legal descriptions of the Premises, the Commencement Date, the Rent Commencement Date, the term of this Lease, and any Renewal Term(s), which memorandum may be recorded by Tenant at Tenant's expense or by Landlord at Landlord's expense in the appropriate public records of the jurisdiction in which the Premises are situated.

30.6. Waiver. The parties may waive any provision of this Lease only by a writing executed by the party or parties against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy or in requiring the satisfaction of any condition under this Lease, and no act, omission, or course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. A waiver once given is not to be construed as a waiver on any future occasion or against any other person or entity.

30.7. Amendment. The parties may amend this Lease only by a written agreement of the parties that identifies itself as an amendment to this Lease.

30.8. Headings & Interpretation. The descriptive headings/captions of the sections and subsections of this Lease are for convenience only, do not constitute a part of this Lease, and do not affect this Lease's construction or interpretation. Whenever used in this Lease: (i) the words "herein", "hereof", and similar words refer to this Lease in its entirety and not solely to any specific sentence, paragraph, or section; (ii) the words "include," "includes," and "including" mean considered as part of a larger group, incorporate "without limitation", and are not limited to the items recited; (iii) the word "shall" means "is obligated to"; (iv) the word "may" means "is permitted to, but is not obligated to"; and (v) unless otherwise noted reference to a specific Section or Exhibit is a reference to a Section or Exhibit in this Lease.

30.9. Choice of Law. The laws of the state, commonwealth, or jurisdiction where the Premises are located (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Lease and the transactions it contemplates, including its interpretation, construction, performance, and enforcement.

30.10. Authority to Execute. Each party represents to the other party that this Lease: (i) resulted from an arm's-length negotiation; (ii) has been duly authorized, executed, and delivered by and on behalf of such party; and (iii) constitutes the valid, binding, and enforceable agreement of such party in accordance with the terms of this Agreement. In addition, Landlord represents to Tenant that Landlord has the full right, power, and authority to enter into this Lease without the necessity of obtaining any third-party approval (other than those already obtained by Landlord) and that the terms of this Lease do not violate any lease, loan, condition, covenant, restriction, exclusive, or any other agreement or provisions which existed prior to the date of this Lease.

30.11. No Construction Against Drafting Party. Landlord and Tenant acknowledge that each of them and their respective counsel have had an opportunity to review this

Lease and that this Lease will not be construed for or against either party merely because such party prepared or drafted this Lease or any particular provision thereof.

30.12. Counterparts & Digital Signatures. The parties may execute this Lease in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one Lease. The signatures of all parties need not appear on the same counterpart. This Lease is valid, binding, and enforceable against a party only when executed by an authorized individual on behalf of a party by means of (i) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (ii) an original manual signature; or (iii) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature has for all purposes the same validity, legal effect, and admissibility in evidence as an original manual signature. This Lease is effective upon delivery of one executed counterpart from each party to the other parties. In proving this Lease, a party must produce or account only for the executed counterpart of the party to be charged.

30.13. Acceptance. The submission of this Lease to Landlord by Tenant or to Tenant by Landlord does not constitute an offer to lease. This Lease becomes effective only upon the execution and delivery thereof by both Landlord and Tenant.

30.14. Damages. Notwithstanding anything set forth in this Lease to the contrary, neither party is liable to the other for any special, indirect, punitive, or consequential damages.

30.15. Time of the Essence. Time is of the essence in this Lease.

30.16. Business Days. "**Business Day**" (or "**business day**") means, as to any party, any day that is not a Saturday, Sunday, or other day on which national banks are authorized or required to close in the state, commonwealth, or jurisdiction where the Premises are located ("**Bank Holiday**"). To compute a time period under this Lease when the period is stated in days or a longer unit of time: (i) exclude the day of the event that triggers the period; (ii) count every day, including intermediate Saturdays, Sundays, and Bank Holidays; and (iii) include the last day of the period, but if the last day is a Saturday, Sunday, or Bank Holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or Bank Holiday.

30.17. Attorneys' Fees. In the event of any litigation related to this Lease, whether to enforce its terms, recover for default, or otherwise, if either party receives a judgment, settlement, or award in its favor (the "**Receiving Party**") against the other party (the "**Paying Party**") in such litigation, the Paying Party shall pay upon demand all of the Receiving Party's costs, charges, and expenses (including reasonable attorneys' fees, court costs, and expert witness fees) arising out of such litigation (including the costs of any appeal related thereto); provided, however, that if prior to commencement of a trial in the litigation the Paying Party offers to pay an amount equal to or in excess of such judgment, settlement, or award, the Receiving Party is not entitled to any such costs, charges, expenses, or attorneys' fees.

30.18. Third-Party Beneficiaries. This Lease does not and is not intended to confer any rights or remedies upon any person or legal entity other than the signatories.

30.19. Survival. The provisions of this Lease that would require that they survive the expiration or earlier termination of the Lease in whole or part to give them full effect survive the expiration or termination of this Lease in whole or part for any reason, regardless of the date, cause, or manner of such expiration or termination. In addition, all rights of action arising from or related to this Lease that accrue during the term of the Lease, and any remedies for such claims, both legal and equitable, survive the expiration or earlier termination of this Lease.

30.20. Anti-Money Laundering, Sanctions, and Anti-Corruption.

30.20.1. "**AML Laws**" means all U.S. anti-money laundering laws that criminalize money laundering or any predicate crimes to money laundering. "**Anti-Corruption Laws**" means the U.S. Foreign Corrupt Practices Act and any similar applicable statute, rule, or regulation relating to bribery or corruption. "**Sanctions**" means any economic, trade, or financial sanctions, sectoral sanctions, secondary sanctions, trade embargoes, or anti-terrorism laws imposed from time to time by the United States government including but not limited to those administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. Each party represents to the other party that it is not a target of Sanctions and will not directly or indirectly transfer any of its interest in the Lease to a target of Sanctions. At all times during the Lease Term each party shall not violate applicable Sanctions, AML Laws, or Anti-Corruption Laws to the extent that such violation results in it being unlawful for the non-violating party to transact business under the Lease with the violating party. If a violation occurs that results in it being unlawful for the non-violating party to transact business under the Lease with the violating party, the non-violating party may suspend, upon written notice thereof to the violating party, any monetary obligations under the Lease until such time as the violating party is no longer in violation. In addition, if such violation is not cured promptly, the non-violating party may terminate the Lease upon prior written notice thereof to the violating party.

30.21. CASp Inspection. Pursuant to California Civil Code § 1938, Landlord represents that the Premises have not undergone inspection by a Certified Access Specialist ("**CASp**") (as defined in California Civil Code § 55.52). A CASp can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

30.22. Lease Date. The date this Lease is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this Lease. If a party signs but fails to date a signature the date that the other party receives the signing party's signature will be deemed to be the date that the signing party signed this Lease and the other party may inscribe that date as the date associated with the signing party's signature; provided, however, if only one party dated this Lease, then such date is the date of this Lease.

30.23. Merger/Prior Agreements. THIS LEASE CONSTITUTES THE FINAL AGREEMENT BETWEEN THE PARTIES. IT IS THE COMPLETE AND EXCLUSIVE EXPRESSION OF THE PARTIES' AGREEMENT ON THE MATTERS CONTAINED IN THIS LEASE. ALL PRIOR AND CONTEMPORANEOUS NEGOTIATIONS AND AGREEMENTS BETWEEN THE PARTIES ON THE MATTERS CONTAINED IN THIS LEASE ARE EXPRESSLY MERGED INTO AND SUPERSEDED BY THIS LEASE. THE PROVISIONS OF THIS LEASE MAY NOT BE EXPLAINED, SUPPLEMENTED, OR QUALIFIED THROUGH EVIDENCE OF TRADE USAGE OR A PRIOR COURSE OF DEALINGS. IN ENTERING INTO THIS LEASE, THE PARTIES HAVE NOT RELIED UPON ANY STATEMENT, REPRESENTATION, OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THIS LEASE. THERE IS NO CONDITION PRECEDENT TO THE EFFECTIVENESS OF THIS LEASE OTHER THAN THOSE EXPRESSLY STATED IN THIS LEASE.

The parties hereby execute this Lease as of the dates set forth below.

Landlord:

CITY OF ONTARIO

By: _____

Print Name: _____
Title: _____
Date: _____

Tenant:

WELLS FARGO BANK, N.A.

By: _____
Print Name: _____
Title: _____
Date: _____

By: _____
Print Name: _____
Title: _____
Date: _____

EXHIBIT A

SITE PLANS & ATM FACILITY

EXHIBIT B

LANDLORD'S W-9

CITY OF ONTARIO *Agenda Report* **December 19, 2023**	**SECTION:** **CONSENT CALENDAR**
Department: Fire Department Prepared By: Janny Phan Staff Member Presenting: Ray Gayk, Fire Chief Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 14

SUBJECT: **AN AGREEMENT FOR AUTOMATIC AID AND MUTUAL AID BETWEEN SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT AND THE CITY OF ONTARIO**

RECOMMENDATION: That the City Council authorize the City Manager or designee to execute an Agreement with San Bernardino County Fire Protection District for Fire Mutual Aid and Automatic Aid for rapid dispatch services and authorize the Fire Chief to negotiate and serve as the designated signatory on the Operating Plan.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Maintain the Current High Level of Public Safety
Pursue City's Goals and Objectives by Working with Other Governmental Agencies

FISCAL IMPACT: The Fiscal Year 2022-23 Adopted Budget includes appropriations in the General Fund for Automatic Aid and Mutual Aid. Approval of this Agreement may have a minimal indirect fiscal impact to the City according to the fundamentals of the California Master Mutual Aid System. Requests for mutual aid will be provided with no financial reimbursement; however, based on the duration and complexity of an incident, agencies receiving mutual aid are responsible for logistical support to all mutual aid personnel and equipment. There are also reciprocity benefits to the parties.

BACKGROUND & ANALYSIS: Automatic Aid Agreements provide a valuable public safety service by providing rapid dispatch of the closest fire resource to life-threatening emergencies or fires. The computer aided dispatch (CAD) upgrades currently being made at the Ontario Fire Department Dispatch Center will allow for this Agreement to be fully implemented benefiting the citizens within each participating agency's jurisdiction.

If approved, Staff recommends the effective date of the Agreement shall be the date on which the following conditions are met: (A) It is approved by the legislative bodies of both parties; and (B) the Operating Plan in each Agreement is negotiated and executed by both parties to the Agreement. The Fire Chief of each agency will be provided the authority on behalf of the parties to negotiate and serve as the designated signatory on the Operating Plan, without requiring this Agreement to return to either party's legislative body.

AGREEMENT FOR AUTOMATIC AID AND MUTUAL AID
BETWEEN
THE SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT
AND
CITY OF ONTARIO

This Agreement is made and entered into by and between the SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT (herein referred to as "the Agency") and the CITY OF ONTARIO (herein referred to as "the City").

WITNESSETH:

WHEREAS, each of the parties to this Agreement maintains equipment and personnel for the suppression of fires and the management of other emergency incidents occurring within areas under their respective jurisdictions, and are legally empowered to provide fire protection and rescue services within their respective jurisdictions; and,

WHEREAS, it is in the best interest of the citizens served by the Agency and the City for each party to provide the most expeditious response to suppress fires and render other emergency services; and

WHEREAS, each party is desirous of providing to the other a reasonable and reciprocal exchange of fire, rescue, and emergency medical services on a day-to-day basis; and

WHEREAS, each party agrees that this Agreement is not intended to supplement, release, or replace each party's obligation to provide fire protection and rescue services within their respective jurisdiction; and

WHEREAS, each of the parties to this Agreement participate in the California Disaster and Civil Defense Master Mutual Aid Agreement with the State of California pursuant to the California Emergency Services Act for purposes of requesting mutual aid in connection with any incident which cannot be handled adequately by the party's respective fire department; and

WHEREAS, the parties to this Agreement are authorized to render aid to each other pursuant to Government Code sections 55632 and 6500-6522 and Health and Safety Code sections 13050, 13863 and 13877.

NOW, THEREFORE, in consideration of these mutual covenants, the parties agree to undertake aid under the terms, provisions, and conditions hereinafter provided.

A. <u>MUTUAL AID:</u>

1. "Mutual Aid" is defined as the request of resources based on the needs determined by the persons or entities managing the incident, and subject to authorization by the responding party for each request.

2. "Requesting Party" shall mean any party to this Agreement that requests fire protection or emergency services within its jurisdiction from the other party to this Agreement.

3. “Responding Party” shall mean any party to this agreement that receives a request for fire protection or emergency services within its jurisdiction from the other party to this Agreement.

4. The City and Agency agree to provide Mutual Aid for emergency incidents that do, or may, exceed the Requesting Party’s capabilities.

5. Mutual Aid responses from either party shall include personnel, equipment, material, and supplies such as are usually and customarily used within the Responding Party’s jurisdiction. Mutual Aid, for purposes of this Agreement, shall include requests for station coverage when one of the parties to this Agreement is experiencing a reduction in station personnel as a result of an incident occurring in the Requesting Party’s jurisdiction.

6. Agency will, upon notification from its primary dispatch facility, and with approval of its Duty Officer, respond with the requested type of emergency equipment to an incident within the City’s jurisdictional boundaries. The City will, upon notification from its primary dispatch facility, and with approval of its Duty Officer, respond with the requested type of emergency equipment to an incident within Agency's jurisdictional boundaries. Resources requested by either Agency or the City will be sent as expeditiously as possible to the Requesting Party, and will be released by the Requesting Party as soon as possible.

7. The terms of providing Mutual Aid, as listed in Section 6, are conditional upon the availability of resources from the Responding Party. Neither Agency nor the City, in rendering aid to the other, shall be obligated to reduce its own resources to the extent that a situation is created that is detrimental to its citizens. The Duty Officer in charge of the assisting agency shall make such determination.

8. It is mutually understood and agreed that this Agreement does not relieve either party hereto from the necessity and obligation of using its own resources for furnishing fire and/or rescue response services within any part of its own jurisdiction, and that the Responding Party’s response to a request for aid will be dependent upon the existing emergency conditions within its own jurisdiction and the status of its resources at the time of the request. If the Responding Party cannot respond under this Agreement, it must immediately notify the Requesting Party.

9. Details as to amounts and types of assistance to be dispatched, area to be assisted, methods of dispatching and communications, methods of requesting aid, and positions authorized to send and receive such requests shall be recorded in an Operating Plan which is signed by the Fire Chiefs of Agency and the City, and which will be attached to this Agreement as Attachment "A" and made a part hereof by this reference. The Parties shall meet annually before July 1st of each year to review and update, if necessary, the Operating Plan.

10. In those instances where the Responding Party arrives before the Requesting Party, the Responding Party will take the necessary action dictated by the situation. However, it is assumed that the Requesting Party will arrive shortly after the arrival of the Responding Party. Thereafter, the responsibility for managing the situation will be immediately assumed by the Requesting Party upon its arrival at the scene, subject to a brief period of time built in for the sharing of information between the two departments

and the transition of responsibility for the incident. The Responding Party's personnel will then be under the direction of the officer-in-charge of the Requesting Party. It is further agreed that the Responding Party will be a priority release from the scene as soon as is practical by the Requesting Party.

11. Except as provided in Section D., neither Agency nor the City shall be obligated to reimburse the other for any action taken or aid rendered hereunder, or for any use of materials, damage to equipment, or liability, or claims incurred which may occur in the course of rendering assistance herein provided. It shall be the responsibility of the Requesting Party to utilize the personnel, resources, and equipment of the Responding Party only to the extent that use of such resources is required to bring the emergency under control.

12. Nothing herein shall preclude either party from making claims to signatories of the State of California Cooperative Agreement for Local Government Fire Suppression (Five-Party Agreement), nor any other reimbursement or claim instrument which may arise during the life of this Agreement, if all other criteria for such a claim have been met.

13. City may pursue their own cost recovery for City's costs. Agency may pursue their own cost recovery for Agency's costs. Agency shall not complete any cost recovery for City's costs. City shall not complete any cost recovery for Agency's costs.

14. Except as provided in Section D., each party shall be fully responsible for all repairs, maintenance, and upkeep, including gas, oil, lubrication, parts replacement, and repair of casualty damage of its own equipment which is used, pursuant to this Agreement, outside of its normal jurisdiction or municipal boundaries. However, during prolonged (eight hours or more) suppression activities, the Requesting Party shall replenish fuel as needed and provide necessary minor maintenance, as that term is defined by this section, on responding equipment to keep it operational during the event. "Minor maintenance" shall generally mean repairs that are less than $100 of value in time and materials, including (but not necessarily limited to) repairs to flat tires, belts, and other small malfunctions that can be handled quickly and inexpensively by the Requesting Party. "Minor maintenance" shall not include major repairs, such as replacement of the transmission or major engine parts, which repairs shall be the responsibility of the party who is providing the equipment to the Requesting Party.

15. Any chemical agents or expandable supplies used during the incident by the Responding Party shall be replenished by the Requesting Party.

B. <u>AUTOMATIC AID:</u>

1. "Automatic Aid" is defined for purposes of this Agreement as the immediate dispatch of a fire or emergency unit within the jurisdiction of the Requesting Party under predetermined terms and conditions agreed upon by the parties to this Agreement and the Operating Plan which will be set forth in Attachment "A" hereto. Automatic Aid, for purposes of this Agreement, shall <u>not</u> include requests for station coverage as a result of an incident occurring within the Requesting Party's jurisdiction.

2. Automatic Aid shall be limited to the areas identified in the boundary maps. (Attachments "B" and "C"). Attachments "B" and "C" are hereby made a part of this Agreement by this reference.

3. Agency will, upon notification from its primary dispatch facility that services are sought by the Requesting Party, respond with the pre-identified type of emergency equipment to an emergency incident within the City's jurisdictional boundaries as identified in Attachment "C." This is to be an immediate response, not requiring individual authorization of the Duty Officer, and is to be considered an initial attack resource. Should the City request additional units, the Agency Duty Officer shall be notified and that request shall be classified and handled as a "mutual aid" request, subject to discretionary approval by the Duty Officer.

4. The City will, upon notification from its primary dispatch facility that services are sought by the Requesting Party, respond with the pre-identified type of emergency equipment to an emergency incident within Agency's jurisdictional boundaries identified in Attachment "B." This is to be an immediate response, not requiring individual authorization of the Duty Officer, and is to be considered an initial attack resource. Should Agency request additional units, the City's Duty Officer shall be notified, and that request shall be classified and handled as "mutual aid" request, subject to discretionary approval by the Duty Officer.

5. Details as to amounts and types of assistance to be automatically dispatched, methods of dispatching and communications, shall be recorded in an Operating Plan which is signed by the Fire Chiefs of Agency and the City, and which will be attached to this Agreement as Attachment "A" and made a part hereof by this reference. The Parties shall meet annually before July 1St of each year to review and update, if necessary, the Operating Plan.

6. The terms listed in Sections B.2 through B.5 above are conditional upon the availability of resources from the Responding Party. Neither party, in rendering aid to the other, shall be obligated to send resources that are previously committed to incidents in progress or to the extent that a situation is created that is detrimental to its citizens. The Duty Officer in charge of the Responding Party shall make such determination, based upon current circumstances in the Responding Party's jurisdiction, available equipment and personnel, and the Duty Officer's own best judgment. If the Duty Officer determines a response is not possible under the circumstances, the Duty Officer shall inform the Requesting Party of that fact as expeditiously as possible.

7. In those instances where a Responding Party arrives before the Requesting Party, the Responding Party will take the necessary action dictated by the situation. However, it is assumed that the Requesting Party will arrive shortly after the arrival of the Responding Party. Thereafter, the responsibility for managing the situation will be immediately assumed by the Requesting Party upon its arrival at the scene. The Responding Party's personnel will be under the direction of the officer-in-charge of the Requesting Party. It is further agreed that the Responding Party will be released from the scene as soon as is practical by the Requesting Party.

8. It is mutually understood and agreed that this Agreement does not relieve either party hereto from the necessity and obligation of using its own resources for furnishing fire response services within any part of its own jurisdiction, and that the Responding Party's response to a request for aid will be dependent upon the existing emergency conditions within its own jurisdiction and the status of its resources. If the Responding Party cannot respond under this Agreement, it must immediately notify the Requesting Party.

9. Except as provided in Section D., neither Agency nor the City shall be obligated to reimburse the other for any action taken or aid rendered hereunder, or for any use of materials, damage to equipment, or liability, or claims incurred which may occur in the course of rendering assistance herein provided. It shall be the responsibility of the Requesting Party to utilize the personnel, resources, and equipment of the Responding Party only to the extent that use of such resources is required to bring the emergency under control.

10. City may pursue their own cost recovery for City's costs. Agency may pursue their own cost recovery for Agency's costs. Agency shall not complete any cost recovery for City's costs. City shall not complete any cost recovery for Agency's costs.

11. Except as provided in Section D., each party shall be fully responsible for all repairs, maintenance, and upkeep, including gas, oil, lubrication, parts replacement, and repair of casualty damage of its own equipment which is used, pursuant to this Agreement, outside of its normal jurisdiction or municipal boundaries. However, during prolonged (eight hours or more) suppression activities, the Requesting Party shall replenish fuel as needed and provide necessary minor maintenance, as that term is defined in Section A.14, on responding equipment to keep it operational during the event.

12. Any chemical agents or expandable supplies used during the incident by the Responding Party shall be replenished by the Requesting Party.

C. <u>BOUNDARY DROP:</u>

1. For purposes of this Agreement, "Boundary Drop" shall mean the use of the closest fire unit regardless of jurisdiction.

2. Agency and the City agree to participate in Boundary Drop, to adhere as closely as practical to the "closest resource concept" for the agreed upon call types identified in this Agreement.

3. Details as to amounts and types of assistance to be automatically dispatched under Boundary Drop, and preferred methods of dispatching and communications, shall be recorded in the Operating Plan to be incorporated in this Agreement as Attachment "A."

D. <u>INDEMNIFICATION:</u>

1. In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government Code 895.6, the parties hereby agree that all losses or liabilities incurred by a party in connection with this Agreement shall not be shared pro rata. Instead, pursuant to Government Code section 895.4, each party hereto agrees to fully indemnify and hold harmless the other party as set forth below.

2. The City agrees to indemnify, defend (with counsel reasonably approved by Agency), and hold harmless Agency and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors, or o missions of any person and for any costs or expenses incurred by Agency on account of any claim, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees; the amount of

indemnification shall depend on the comparative fault of the parties as set forth in section E., below. The City, and its officers, employees, agents, and volunteers, will not be responsible or liable to Agency for any damage or liability occurring by reason of Agency's sole negligent acts or omissions or willful misconduct, including those of its officers, employees, agents, and volunteers, in connection with or arising out of any performance, authority, or jurisdiction under this Agreement.

3. Agency agrees to indemnify, defend (with counsel reasonably approved by the City), and hold harmless the City and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors, or omissions of any person and for any costs or expenses incurred by the City on account of any claim, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees; the amount of indemnification shall depend on the comparative fault of the parties as set forth in section E., below. Agency, and its officers, employees, agents, and volunteers, will not be responsible or liable to the City for any damage or liability occurring by reason of the City's sole negligent acts or omissions or willful misconduct, including those of its officers, employees, agents, and volunteers, in connection with or arising out of any performance, authority, or jurisdiction under this Agreement.

E. COMPARATIVE FAULT:

In the event that Agency and the City are determined to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this Agreement, Agency and/or the City shall indemnify the other to the extent of its comparative fault.

F. INSURANCE:

Agency and the City are authorized self-insurance public entities and warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions, or obligations of this Agreement. Either party may request that the other party furnish satisfactory evidence of the required insurance coverage upon request. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination, or lapse of any of the insurance or self-insurance coverage. Failure to maintain insurance as required in this Agreement is a material breach of contract and may be grounds for termination of the Agreement.

G. STANDARD OF CARE:

Nothing in the provisions of this Agreement is intended to affect the legal liability of either party to the Agreement by imposing a standard of care that is different from the standard of care otherwise required under the law applicable to each party.

H. RELATIONSHIP OF THE PARTIES:

None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between the parties other than that of independent parties contracting with each other for the purpose of effecting the provisions of this Agreement. The parties are not, and will not be construed to be, in a relationship of joint

venture, partnership, or employer-employee. Neither party has the authority to make any statements, representations, or commitments of any kind on behalf of the other party, or to use the name of the other party in any publication or advertisements, except with the written consent of the other party or as explicitly provided herein. Each party will be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any.

I. AGREEMENT NOT FOR BENEFIT OF THIRD PARTIES:

This Agreement shall not be construed as, or deemed to be, an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

J. NONDISCRIMINATION:

Each party shall comply with all applicable federal, state, and local laws and regulations. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code Sections 12900 et seq.); California Code of Regulations, Title II, Division 4, Chapter 5; and California Labor Code Sections 1101 and 1102. Neither Party shall discriminate against any subcontractor, employee, applicant or any person for employment or in the provision of services because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

K. WAIVER OF BREACH:

A waiver of breach of any provision of this Agreement by either party shall not operate as a waiver of any subsequent breach of the same or any other provisions of this Agreement.

L. APPLICABLE LAWS:

At all times during the term of this Agreement, Agency and the City shall comply with all applicable laws, ordinances, rules and regulations of the United States of America and the State of California, including all agencies and subdivisions thereof.

M. GENERAL PROVISIONS:

Unless otherwise specifically prescribed in this Agreement, the following provisions shall govern its interpretation and construction.

1. When consistent with the context of the Agreement, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number.

2. Time is of the essence of this Agreement. Neither Agency nor the City shall be relieved of its obligation to comply promptly with any provisions of this Agreement by any failure of the other party to enforce prompt compliance with any of its provisions.

3. Every duty and every act to be performed by either party imposes an obligation of good faith on the party to perform such duty or act.

4. This Agreement must be authorized by the legislative body for each contracting party before it can take effect, and sets forth the entire agreement and understanding between the Agency and the City with respect to the subject matter of this Agreement.

5. This Agreement may not be amended or altered without the written consent of each party. The Fire Chiefs of each party, or their authorized designee(s), shall have the authority to negotiate, execute, and make additions, deletions, or other technical amendments to the Attachments to this Agreement, including the areas in which aid is to be provided and the resources included as part of Attachment "A," the Operating Plan. Such changes shall be made in writing only upon the Fire Chiefs' mutual agreement, and shall not require written amendment of this Agreement by the parties.

6. If any term, covenant, condition, or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the terms, covenants, conditions, and provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

7. In the event of a dispute, the parties shall use their best efforts to settle the dispute through negotiation with each other in good faith.

8. Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, regulations have been promulgated governing the privacy of individually identifiable health information. City acknowledges that Agency is a covered entity and subject to the requirements of HIPAA and HITECH, and their implementing regulations. Agency agrees to fully comply with the terms of HIPAA and HITECH, and regulations promulgated thereunder. Agency further agrees to comply with the requirements of all other applicable federal and state laws, rules, and regulations that pertain to the protection of health information. As a covered entity and subject to the requirements of HIPAA and HITECH, and their implementing regulations, Agency shall not share any protected health information with City unless authorized by HIPAA/HITECH and state privacy laws, rules, and regulations. This provision shall remain in force even after the termination of this Agreement. City shall comply with all applicable laws, rules, and regulations, including, but not limited to, all privacy laws, rules, and regulations that apply to City.

N. <u>TERM AND TERMINATION; MODIFICATION</u>:

1. The effective date of this Agreement shall be the date on which both of the following conditions are met: (1) it is approved by the legislative bodies of both Agency and the City, and (2) the Operating Plan referenced herein as Attachment A is negotiated and executed by both Parties to this Agreement. For purposes of executing the Operating Plan, the Fire Chief of the Agency and the Fire Chief of the City are provided the authority on behalf of the parties to negotiate and serve as

the designated signatory on the Operating Plan, without requiring this Agreement to return to either party's legislative body. Following the effective date, the term will be through June 30, 2028, unless earlier terminated by either party in accordance with section N.2., below.

2. Either party may, by written notice to the other party, terminate this Agreement at any time and without cause by giving written notice to the other party of such termination, and specifying the effective date thereof, which date is at least ninety (90) days after the date of such notice. The Agreement may be modified only upon mutual written assent of both parties, in accordance with section M.5., above.

O. NOTICE; MISCELLANEOUS:

1. All notices, reports, or demands required to be given in writing under this Agreement shall be deemed to be given when delivered personally to the person designated below, or his successor, or when five (5) days have elapsed after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid, or on the next addressed business day if sent by express mail or overnight air courier to the party to which the notice is being given, as follows:

AGENCY:
San Bernardino County Fire Protection District
Attn: Fire Chief/Fire Warden
157 W. 5th Street, 2nd Floor
San Bernardino, CA 92415

THE CITY:
City of Ontario
Attn: Fire Chief
303 East B Street
Ontario, CA 91764

Either party upon written notice may change such addresses to the other party given as provided in this section.

2. It is understood that this Agreement will in no way affect or have any bearing on the existing California Master Mutual Aid Agreement.

P. CAPTIONS:

The paragraph captions and headings in this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Q. DISTRICT REPRESENTATIVES:

1. The City's Representative — The City hereby designates the City Fire Chief, or his or her designee, to act as its representative for the performance of this Agreement. The City's Representative shall have the full authority to represent and act on behalf of the City for all purposes under this Agreement. The City's Representative shall supervise and direct the services, using their best skill and attention, and shall be responsible for

all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the services under this Agreement.

2. Agency's Representative — Agency hereby designates the Agency's Fire Chief, or his or her designee, to act as its representative for the performance of this Agreement. Agency's Representative shall have the full authority to represent and act on behalf of Agency for all purposes under this Agreement. Agency's Representative shall supervise and direct the services, using their best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the services under this Agreement.

R. VENUE:

The venue of any action or claim brought by any party to the Agreement will be the Superior Court of San Bernardino County. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning the Agreement is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to San Bernardino County.

S. NO ASSIGNMENT:

This Agreement shall be binding on the successors and assignees of the parties hereto, except that no party shall assign this Agreement without the prior written consent of the other party.

IN WITNESS WHEREOF, this Agreement has been executed and approved and is effective and operative as to each of the parties herein provided.

FIRE DEPARTMENT For City of Ontario	SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT
By: _____	By: _____
Name: _____	Name: _____
_____, Fire Chief City of Ontario Fire Department	_____Chair, Board of Directors San Bernardino County Fire Protection District
Date: _____	Date: _____

Attachment "A"

OPERATING PLAN BETWEEN
SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT
AND
CITY OF ONTARIO

INTRODUCTION

The purpose of this Operating Plan is to define the process for implementing the Automatic and Mutual Aid Agreement between the San Bernardino County Fire Protection District ("AGENCY") and the City of Ontario ("the CITY") (collectively referred to as the "Agreement" or "Plan"). This Plan consists of the following terms and obligations of the parties:

I. Automatic Aid

A. The CITY shall provide Automatic Aid to AGENCY areas identified on Attachment "B". The CITY shall provide the same type and level of service as it would provide to its own service area on initial alarm. Resource needs beyond the initial alarm shall be the responsibility of AGENCY, although assistance may be provided as Mutual Aid by the CITY in accordance with the Agreement.

B. AGENCY shall provide Automatic Aid to the CITY areas identified in Attachment "C". AGENCY shall provide the same type and level of service as it would provide to its own service area on initial alarm. Resource needs beyond this initial response shall be the responsibility of the CITY, although assistance may be provided as Mutual Aid by AGENCY in accordance with the Agreement.

II. Boundary Drop

A. AGENCY and the CITY agree to participate in Boundary Drop, as that term is defined in the Agreement, to the extent identified in this Agreement. The resources dispatched to an incident type under Boundary Drop will be dispatched according to the Requesting Party's response plan built in CAD and pre-approved by the Responding Agency's Fire Chief.

B. Response plan updates that may affect the other Party shall not be made without review and approval of the affected Party's Fire Chief. Without specific approval from the Responding Party, response plans shall not be built to request more than two (2) Boundary Drop units to any single incident. Boundary Drop units may include Type I and III Engines, or a truck company ("Truck"), but not more than one (1) Truck per incident. Resource needs beyond the Boundary Drop agreement shall be handled under Mutual Aid. It is agreed that AGENCY or the CITY, acting through the Fire Chiefs or their designee(s), shall have the authority to jointly make day-to-day operational updates to the response plans of the agreed upon call types, which updates are conditional upon the availability of resources from the Responding Party. Notifications of any operational updates will be sent to both agencies and any affected dispatch center.

Mutual Aid
Any request beyond Automatic Aid or Boundary Drop shall be considered Mutual Aid, as that term is defined in the Agreement. Immediately upon receiving a Mutual Aid request, the Responding Party's dispatch center shall contact the Responding Party's Duty Officer to approve or deny the request.

IV. Types of Mutual Aid Equipment
May include Type 1 and Type 3 Engines, Water Tenders, or Trucks; Hazardous Materials Units; Technical Rescue Units; or any other equipment or personnel which may be requested pursuant to California Master Mutual Aid (MMA) or Assistance by Hire (ABH), such as Hand Crews or Dozers, and which are subject to approval by the Responding Party.

V. Incident Response
Automatic Aid and Boundary Drop resources will be the closest available, as determined by the Responding Party's dispatch center. Mutual Aid resources will be the closest, most appropriate available, as determined by the Responding Party's Duty Officer.

VI. Incident Communications
Units shall be dispatched on their agency standard frequency. While en route, the jurisdictional dispatch center will establish the appropriate command and tactical frequencies.

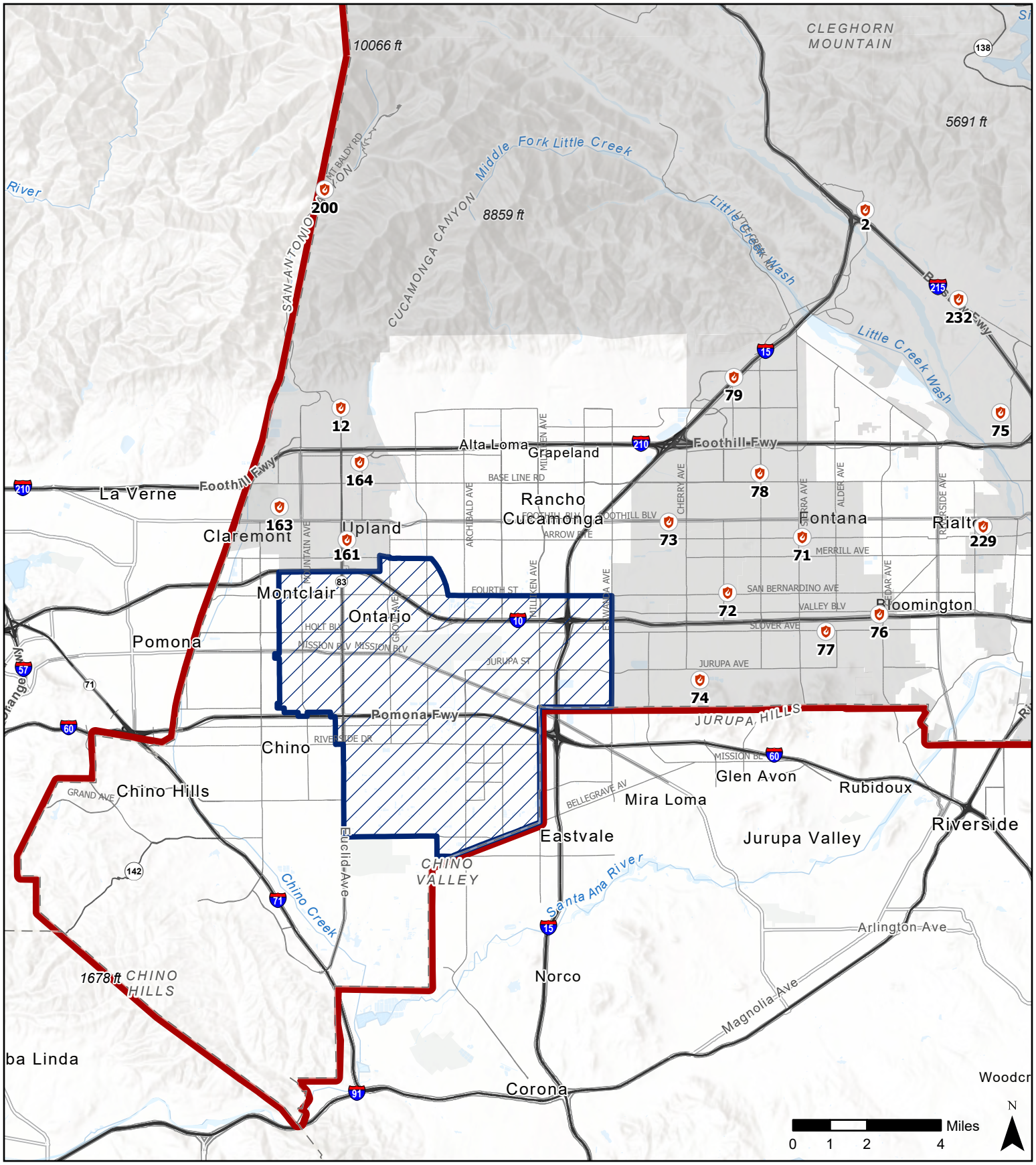
VII. Incident Management
As resources arrive command responsibility is transferred through the following succession: (1) first arriving Company Officer, who may pass command to (2) second arriving Company Officer, then responsibility for managing the incident shall be immediately assumed by (3) the jurisdictional department upon its arrival. The assisting fire department personnel will be under the direction of the officer-in-charge of the jurisdictional department. All incidents will be managed under the Incident Command System (ICS).

FIRE DEPARTMENT For City of Ontario	SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT
By: _____	By: _____
Name: _____	Name: _____
_____, Fire Chief City of Ontario Fire Department	_____, Fire Chief San Bernardino County Fire Protection District
Date: _____	Date: _____

Attachment "B"

BOUNDARY MAP – SAN BERNARDINO COUNTY

Attachment "B"
BOUNDARY MAP – SAN BERNARDINO COUNTY



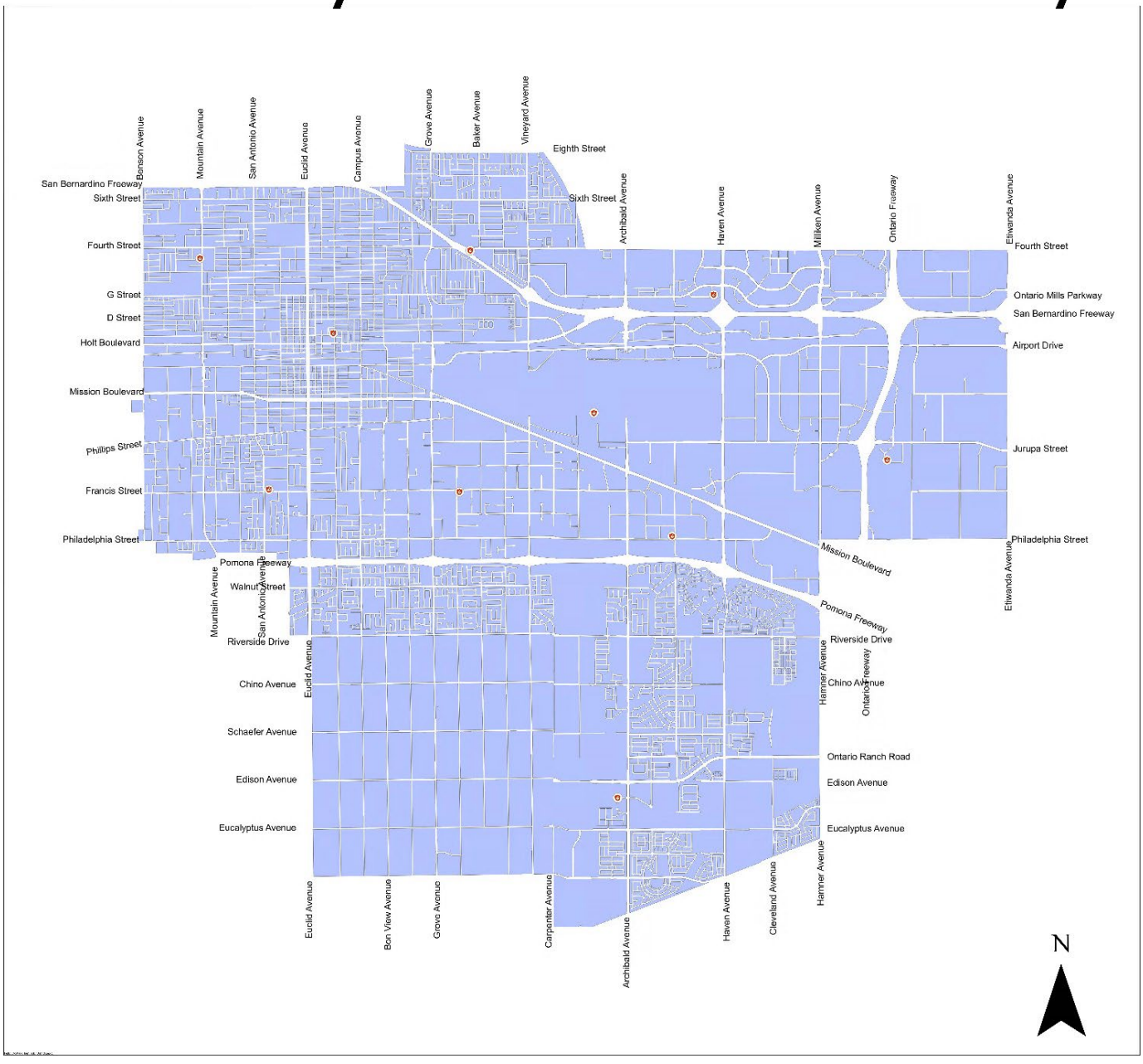
- San Bernardno County Fire Stations
- San Bernardino County Fire Jurisdiction & Contract Areas
- City of Ontario
- San Bernardino County Boundary

Scale: 1:220,000
North American 1983
Updated: 11/16/2023

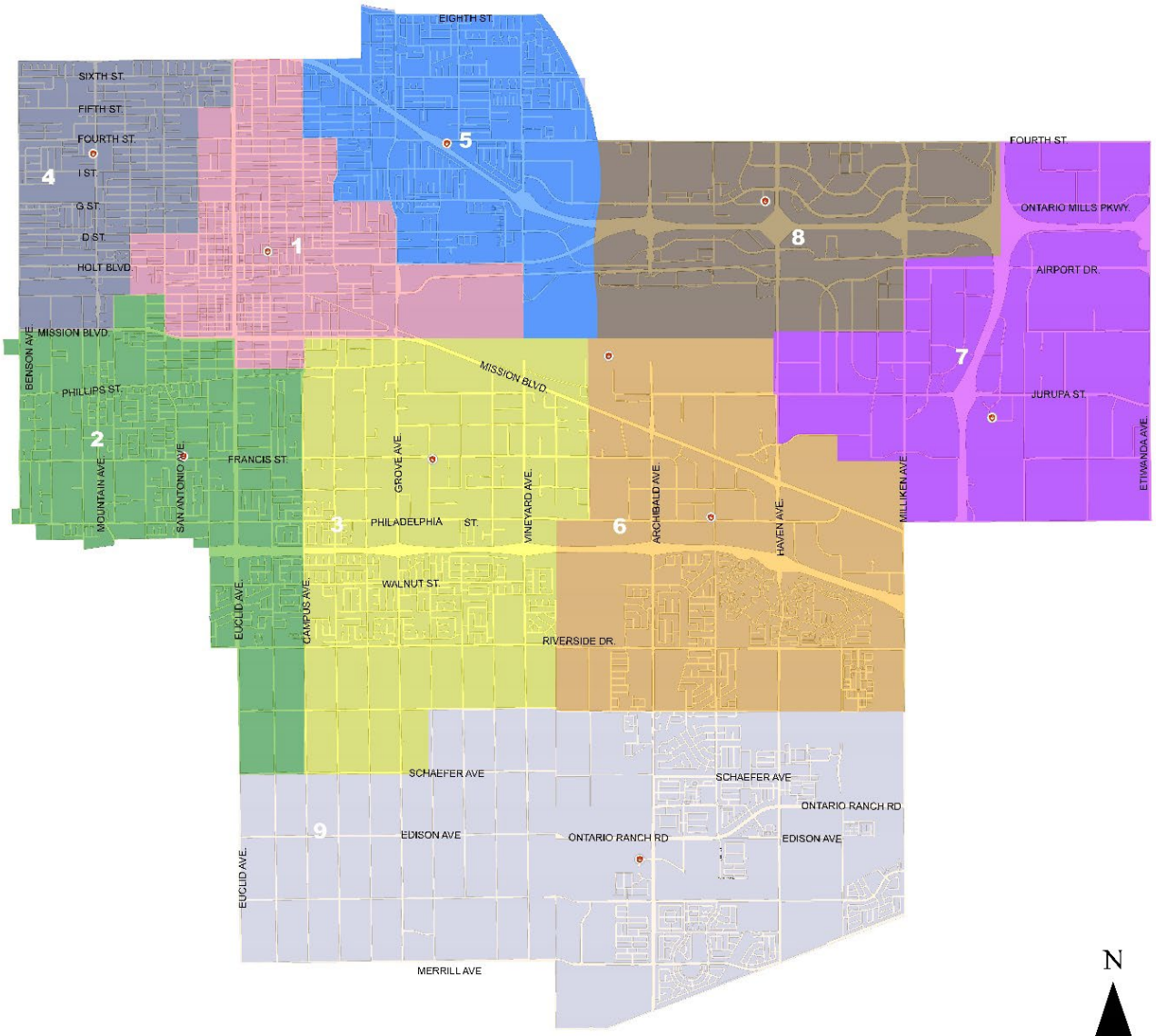
Attachment "C"

BOUNDARY MAP – CITY OF ONTARIO

City of Ontario Boundary



First in Districts



CITY OF ONTARIO *Agenda Report* **December 19, 2023**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Blaine M Ishii Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Bonnie Tam, Andrea Ampig Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 15

SUBJECT: **A MAINTENANCE SERVICES AGREEMENT WITH CMAX COMMERCIAL MAINTENANCE, INC. FOR COMMERCIAL AND RESIDENTIAL WASTE CONTAINER MAINTENANCE**

RECOMMENDATION: That the City Council take the following actions:

A. Authorize the City Manager or his designee to execute a Maintenance Services Agreement with CMAX Commercial Maintenance, Inc., of Ontario, California, for commercial and residential waste container maintenance in an amount of $125,000 per year for three (3) years for a total contract amount of $375,000;
B. Authorize a 5% contingency of $6,250 per year for three (3) years to address any unforeseen issues that may arise for a total not-to-exceed contract amount of $393,750; and
C. Authorize the City Manager or his designee to execute the optional two (2) one-year extensions to the Maintenance Services Agreement in a total not-to-exceed amount of $656,250 consistent with future budgets adopted by the City Council.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)

FISCAL IMPACT: The Fiscal Year 2023-24 Adopted Budget includes appropriations in the Integrated Waste Fund for commercial and residential waste container maintenance. The recommended Agreement is $125,000 plus a 5% contingency of $6,250 for a total annual cost of $131,250. The total contract amount shall not exceed $393,750 over the three-year term. At the City's discretion, two additional one-year extensions may be exercised and shall not exceed $131,250 per year for a total contract amount not-to-exceed $656,250 over the five-year term. The total contract amount is for $625,000, plus a 5% contingency of $31,250, for a total not-to-exceed amount of $656,250.

BACKGROUND & ANALYSIS: Due to the growth of the Ontario Ranch area and State Mandates concerning recycling and organic collections, commercial and residential waste container maintenance is needed on a regular basis. Staff recommends these services to ensure the

Integrated Waste Department can continue to maintain commercial and residential waste containers in a timely manner and keep them clean and operational for the City of Ontario customers.

CMAX Commercial Maintenance Inc., was the sole bidder for On Site Cleaning of Commercial and Residential Refuse Bins and As Needed Power Washing and On Route Cleaning Services through the City's electronic bid management system in response to Bid No. 1706. Staff recommends awarding the Maintenance Services Agreement to CMAX Commercial Maintenance, Inc.

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

PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

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

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

CITY OF ONTARIO
MAINTENANCE SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered as of _____, by and between the City of Ontario, a municipal corporation organized under the laws of the State of California with its principal place of business at 303 East "B" Street, Ontario, California 91764-4196, County of San Bernardino, State of California ("City") and CMAX Commercial Maintenance, Inc. a Corporation, with its principal place of business at 316 North Corona Ave. Ontario, CA 91764 ("Contractor"). City and Contractor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing Commercial Maintenance services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City.

2.2 Project.

City desires to engage Contractor to render such services for the On Site Cleaning of Commercial and Residential Refuse Bins and As Needed Power Washing and On Route Cleaning Services project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the maintenance services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be three-year term from January 1, 2024 to December 31, 2027, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than two additional one-year terms. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed One Hundred and Twenty-Five Thousand Dollars ($125,000) per year for a total not-to-exceed contract amount of Three Hundred Seventy-Five Thousand Dollars ($375,000) without written approval of City Manager or their designee. If the City desires to exercise the first and second option years, the total not-to-exceed contract amount will be Six Hundred Twenty-Five Thousand Dollars ($625,000). Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.2.3 Deductions. City may deduct or withhold, as applicable, from each progress payment an amount necessary to protect City from loss because of: (1) stop payment notices as allowed by state law; (2) unsatisfactory prosecution of the Services by Contractor; (3) sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Agreement; and (4) any other sums which the City is entitled to recover from Contractor under the terms of the Agreement or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

3.2.4 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.2.5 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3 Responsibilities of Contractor.

3.3.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee.

Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.3.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.3.4 City's Representative. The City hereby designates Integrated Waste Director, Blaine Ishii, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement except for increasing compensation. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.3.5 Contractor's Representative. Contractor hereby designates Frank Gutierrez, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.3.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.3.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this

Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.8 Period of Performance.

3.3.8.1 Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.3.8.2 Neither City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the Services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the Services, only to the extent such strikes and other organized labor action are beyond the control of Contractor and its subconsultants, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the Services and Agreement.

3.3.8.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Contractor to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.3.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.3.10 Laws and Regulations; Employee/Labor Certifications.

3.3.10.1 Compliance with Laws. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.3.10.2 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.3.10 or any of its sub-sections.

3.3.10.3 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.3.10.1.

3.3.10.4 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.3.10.1 or 3.3.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including

in those verifications provided to the Contractor under Section 3.3.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.3.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.3.10.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.3.10.7 Water Quality.

(A) To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency, the State Water Resources Control Board and the Colorado River Regional Water Quality Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive

adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

3.3.11 Insurance.

3.3.11.1 Time for Compliance. Contractor shall not commence Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Section.

3.3.11.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* $2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* $2,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

(C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be

promptly reimbursed by Contractor or the City may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may suspend or terminate this Agreement.

(D) Additional Insured. The City, its directors, officials, officers, employees, agents, and volunteers shall be named as additional insureds on Contractor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

3.3.11.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Ontario, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance, deductible, or self-insurance shall be called upon to protect it as a named insured. Any insurance, deductible, or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.3.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.3.11.3(A).

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance, deductible, or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Policy shall contain or be endorsed to contain such provisions. Notwithstanding the minimum limits set forth in Section 3.3.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.3.11.3(B).

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds.

3.3.11.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

3.3.11.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.3.11.6 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Contractor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

3.3.11.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.3.11.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.3.11.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.3.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3.13 Bonds.

3.3.13.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.3.13.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.3.13.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.3.13.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The

surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.3.14 Work Site.

3.3.14.1 Inspection Of Site. Contractor shall visit sites where Services are to be performed and shall become acquainted with all conditions affecting the Services prior to commencing the Services. Contractor shall make such examinations as it deems necessary to determine the condition of the work sites, its accessibility to materials, workmen and equipment, and to determine Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances–time or money–will be allowed as to such matters after commencement of the Services.

3.3.14.2 Field Measurements. Contractor shall make field measurements, verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents, including any plans, specifications, or scope of work before commencing Services. Errors, inconsistencies or omissions discovered shall be reported to the City immediately and prior to performing any Services or altering the condition.

3.3.15 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Services until the same is fully completed and accepted by City.

3.3.16 Warranty. Contractor warrants all Services under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Services or non-conformance of the Services to the Contract, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by its defective Services or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been

transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.4.2 Registration/DIR Compliance. If the Services are being performed as part of an applicable "public works" or "maintenance" project, and if the total compensation is $15,000 or more, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable.

3.4.3 Registration/DIR Compliance. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.4.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5 Termination of Agreement.

3.5.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.5.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6 Indemnification.

3.6.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, “Claims”) in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor’s Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorneys’ fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor’s indemnity obligation shall not apply to such loss or damage which is caused by the sole or active negligence or willful misconduct of the City.

3.6.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City’s choosing and at Contractor’s own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, employees, agents and volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and volunteers as part of any such

claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and volunteers.

3.7 General Provisions.

3.7.1 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.7.2 Independent Contractors and Subcontracting.

3.7.2.1 Use of Contractors. Contractor is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Contractor is in compliance with the California Labor Code, Contractor shall only utilize its employees to provide the Services. Contractor may not provide the services through any independent contractor, subcontractor or subconsultant ("Subcontractor(s)") unless approved by the City as set forth in Section 3.7.2.2 below. Contractor represents and warrants that all personnel who perform the Services on Contractor's behalf are Contractor's employees, and that Contractor complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

3.7.2.2 Prior Approval Required. Contractor shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Contractor to use a Subcontractor, Contractor shall enter into a written agreement with the Subcontractor, which must include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

3.7.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

CMAX Commercial Maintenance Inc.
316 North Corona Avenue
Ontario California 91764
Attn: Frank Gutierrez

City:

City of Ontario
303 East "B" Street
Ontario, CA 91764
Attn: Blaine Ishii, Integrated Waste

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.7.4 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.7.5 Attorneys' Fees. If either Party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

3.7.6 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.7.7 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.7.8 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.7.9 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.7.10 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease

of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

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

3.7.12 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.7.13 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

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

3.7.15 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

3.7.17 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.7.18 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7.19 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

SIGNATURES NEXT PAGE

SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND CMAX COMMERCIAL MAINTENANCE INC.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

CMAX Commercial Maintenance Inc.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

_____
Contractor's License Number and Classification

_____
DIR Registration Number

EXHIBIT "A"

SCOPE OF SERVICES

The City desires to obtain the services of one or more outside organizations to assist with on-site washing/cleaning of commercial refuse bins and/or residential carts on a bi-weekly basis and on the route washing/cleaning of residential carts as directed, also, the City desires the Proposer to provide power washing of hardscape surfaces as directed by Integrated Waste Management on an as needed basis. The consultants must be licensed in the State of California to practice work for which consideration is requested.

SERVICES TO BE PROVIDED

The Firm selected shall provide the following services:

1. ON-SITE WASHING/CLEANING OF APPROXIMTLEY 20 COMMERCIAL REFUSE BINS AND/OR 20 RESIDENTIAL CARTS ON A BI-WEEKLY BASIS.
   - Provide documentation of completed work utilizing bin and/or cart numbers.
   - Provide a bi-weekly schedule for on-site washing/cleaning of Commercial Refuse Bins and Residential Carts.
2. ON THE ROUTE WASHING/CLEANING OF RESIDENTIAL CARTS AS DIRECTED.
   - Provide documentation of completed work utilizing cart numbers.
3. PROVIDE POWER WASHING OF HARDSCAPE SURFACES AS DIRECTED.

EXHIBIT "B"

SCHEDULE OF SERVICES

Services

All services shall be scheduled during business hours and will be coordinated the Integrated Waste Director, or his designated representative. Services shall be completed and invoiced within 30 days of job completion.

Business Hours are Monday through Friday 6:00 a.m. and 3:30 p.m.

Service Locations:

Site Name	Address
Municipal Services Center	1425 S. Bon View Ave., Ontario, CA 91761

EXHIBIT "C"

COMPENSATION

COMPENSATION

Description	UOM	Quantity	Price per Unit	Total Price
On-Site Washing of Commercial Refuse Bins	Each	TBD	$100.00	TBD
On-Site Washing of Residential Refuse Bins	Each	TBD	$25.00	TBD
Power Washing Steam Cleaning Services	Hour	TBD	$125.00	TBD
On Route Washing of Residential Carts	Each	TBD	$7.50	TBD

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Ontario (hereinafter referred to as "City") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

(2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

(3) Permit the City to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__).

(Corporate Seal)

_____
Contractor/ Principal

By_____

Title_____

(Corporate Seal)

_____
Surety

By_____
Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate) Title_____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, $_____.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

_____

_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____

_____

_____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

_____

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____
On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document

and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Ontario (hereinafter designated as the "City"), has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows:

_____ (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated _____ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ _____ Dollars ($_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or

attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)_____

Contractor/ Principal

By_____

Title_____

_____

(Corporate Seal) Surety

By_____

Attorney-in-Fact

Title_____

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so much be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____
On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document

and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

CITY OF ONTARIO *Agenda Report* **December 19, 2023**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Manuel Rebolledo Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Bonnie Tam, Andrea Ampig Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 16

SUBJECT: **AN AMENDMENT TO THE GOODS AND SERVICES AGREEMENT WITH LOS ANGELES TRUCK CENTERS FOR THE PROCUREMENT OF MEDIUM AND HEAVY-DUTY PARTS AND REPAIRS**

RECOMMENDATION: That the City Council authorize the City Manager or his designee to execute Amendment No. 2 to the Goods and Services Agreement with Los Angeles Truck Centers, of Whittier, California, for the procurement of medium and heavy-duty parts, and repairs, in the amount of $1,500,000, increasing the not-to-exceed contract amount to $2,000,000 and extending the Agreement to June 30, 2025.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Maintain the Current High Level of Public Safety
Operate in a Businesslike Manner

FISCAL IMPACT: The Fiscal Year 2023-24 Adopted Budget includes appropriations in the Equipment Services Fund for the procurement of medium and heavy-duty parts and repairs. The recommended Amendment increases the authorized contract amount by $600,000 for Fiscal Year 2023-24 and by $900,000 for Fiscal Year 2024-25 for a new total not-to-exceed contract amount of $2,000,000. The total compensation paid by the City will be contingent upon actual services provided at the contracted rates set forth in the Agreement and shall not exceed $2,000,000 over the five-year term. The City had previously contracted with an additional supplier that provided similar services who did not want to continue service with the City. This led to Staff requesting a higher contract amount for Los Angeles Truck Centers compared to previous years.

BACKGROUND & ANALYSIS: The City owns, operates, maintains, and repairs over 700 vehicles and pieces of equipment to keep them safe and operational. The Fleet Services Department relies on vendors to supply parts and perform certain repairs to our fleet.

On August 18, 2020, the City Council awarded Bid No. 1337 and entered into a three-year Agreement with Los Angeles Truck Centers. Due to supply chain shortages and price increases in raw materials, Staff recommends increasing the total authorized compensation of this contract to ensure the Fleet Services Department can continue to maintain and service vehicles quickly and keep them operational.

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

PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

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

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 2 TO THE GOODS AND SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND LOS ANGELES TRUCK CENTER, LLC.

1. Parties and Date.

This Amendment No. 2 to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario ("City") and Los Angeles Truck Center LLC, a Corporation, "Contractor". City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. The City and Contractor have entered into an agreement entitled "Goods and Services" dated August 18, 2020 ("Agreement").

2.2 Amendment Purpose. The City and Contractor desire to amend the Agreement to extend term to June 30, 2025 and increase compensation by One Million Five Hundred Thousand Dollars ($1,500,000) for a new total contract amount not to exceed Two Million Dollars ($2,000,000). The Parties have heretofore entered into that Amendment No. 1 dated July 31st ,2023.

2.3 Amendment Authority. This Amendment No. 2 is authorized pursuant to Section 2.1, 12.9, and 12.17 of the Agreement.

3. Terms.

3.1 3.1 Amendment. Section 2.1 of the Agreement is hereby amended in its entirety to read as follows:

"The term of this Agreement shall be from August 18, 2020 to June 30, 2025. Vendor shall provide all Goods and complete the Services within the term of this agreement and shall meet any other established schedules and deadlines. The parties may, by mutual, written consent extend the term of this agreement, if necessary, to complete the work."

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

"Compensation. Vendor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Two Million Dollars ($2,000,000)** without written approval of City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement."

3.3 Continuing Effect of Agreement. Except as amended by this Amendment No. 2, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 2. From and after the date of this Amendment No. 2, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 2.

3.4 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

3.5 Severability. If any portion of this Amendment No. 2 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR AMENDMENT NO. 2 TO GOODS AND SERVICE AGREEMENT BETWEEN THE CITY OF ONTARIO AND LOS ANGELES TRUCK CENTER, LLC.

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 2 as of the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

LOS ANGELES TRUCK CENTER, LLC.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

If Corporation, TWO SIGNATURES,
President OR Vice President AND Secretary
OR Treasurer REQUIRED

CITY OF ONTARIO *Agenda Report* **December 19, 2023**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Gil H Mars Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Bonnie Tam, Andrea Ampig Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 17

SUBJECT: AN AMENDMENT TO THE ON-CALL DESIGN SERVICES AGREEMENT WITH ARDURRA GROUP FOR THE 935 E. HOLT AVE. DEMOLITION PROJECT

RECOMMENDATION: That the City Council authorize the City Manager or his designee to execute Amendment No. 17 to the on-call Design Services Agreement with Ardurra Group, of Newport Beach, California, for the 935 E. Holt Ave. Demolition Project in the amount of $39,609 for a total not-to-exceed contract amount of $3,079,849 and extend the term of the Agreement to October 27, 2026.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)

FISCAL IMPACT: Amendment No. 17 to the on-call Design Services Agreement with Ardurra Group for the 935 E. Holt Ave. Demolition Project includes the creation of the bid package for the future demolition of the site. This will increase the total contract amount by $39,609 for a total not-to-exceed contract amount of $3,079,849. The Fiscal Year 2023-24 Adopted Budget includes appropriations in the Ontario Housing Authority Fund for this project.

BACKGROUND & ANALYSIS: As part of The Ontario Center Specific Plan, Economic Development and Ontario Housing Authority are revitalizing the Holt Avenue Corridor. 935 E. Holt Ave. is an underutilized property the City of Ontario has acquired to resell to a developer for redevelopment. The intent is to effectively redesign this existing space based on existing and future proposed development. If approved, Ardurra Group will be creating the geotechnical survey, demolition plan and bidding documents for the demolition of the site.

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

PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

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

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 17 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND ARDURRA GROUP, INC.

1. Parties and Date.

This Amendment No. 17 to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario ("City") and Ardurra Group, Inc., a CORPORATION, "Consultant". City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. The City and Consultant have entered into an agreement entitled "Civil Engineering Services" dated May 7, 2019 ("Agreement").

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement to add Civil Engineering Services for D&C23-019 935 E. Holt Demolition and increase the not to exceed amount by THIRTY-NINE THOUSAND SIX HUNDRED AND NINE DOLLARS ($39,609.00). The Parties have heretofore entered into that Amendment No. 1 dated December 3, 2019, Amendment No. 2 dated December 16, 2019, Amendment No. 3 dated February 19, 2020, Amendment No. 4 dated January 27, 2021, Amendment No. 5 dated January 27, 2021, Amendment No. 6 dated January 27, 2021, Amendment No. 7 dated January 27, 2021, Amendment No. 8 dated July 6, 2021, Amendment No. 9 dated May 7, 2022, Amendment No. 10 dated September 6, 2022, Amendment No. 11 dated September 20, 2022, Amendment No. 12 dated November 1, 2022, Amendment No. 13 dated December 9, 2022, Amendment No. 14, dated December 9, 2022, Amendment No. 15 dated February 7, 2023, and Amendment No. 16 dated August 15, 2023.

2.3 Amendment Authority. This Amendment No. 17 is authorized pursuant to Section 3.2.4 of the Agreement.

3. Terms.

3.1 Amendment. Section 3.1.1 of the Agreement is hereby amended in its entirety to read as follows:

"Consultant promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional architectural and related services necessary for the full and adequate completion of the Project consistent with the provisions of this Agreement (hereinafter referred to as "Services"). The Services are more particularly described throughout this Agreement, including Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, any exhibits attached hereto and incorporated herein by reference, and all applicable local, state, and federal laws, rules and regulations. All Services performed by Consultant shall be subject to the sole and discretionary approval of the City, which approval shall not be unreasonably withheld. Additionally, Consultant shall comply with all Federal requirements applicable to the Services as set forth in Exhibit "A.""

Section 3.1.2 of the Agreement is hereby amended in its entirety to read as follows:

3.1.2 Term. The term of this Agreement shall be from **May 7, 2019** to **October 27, 2026**, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 17, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 17. From and after the date of this Amendment No. 17, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 17.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 17.

3.4 Severability. If any portion of this Amendment No. 17 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR AMENDMENT NO. 17 TO ON-CALL ENGINEERING SERVICES BETWEEN THE CITY OF ONTARIO AND ARDURRA GROUP, INC.

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 17 as of the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
Tito Haes
Executive Director, Public Works

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

ARDURRA GROUP, INC.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

ARDURRA
COLLABORATE. INNOVATE. CREATE.

August 30, 2023

Mr. Gil Mars
Design & Construction – Project Manager
City of Ontario
1333 S. Bon View
Ontario, CA 91761

Subject: Proposal to Provide Civil Engineering Services for the Demolition of the existing improvements at 935 Holt Boulevard (Blvd)

Dear Mr. Mars,

Ardurra Group, Inc. (Ardurra) appreciates this opportunity to present our proposal to the City of Ontario to provide civil engineering services associated with the demolition of the existing improvements within the site located at 935 E. Holt Blvd, Ontario California (Exhibit A). Ardurra's project understanding, the proposed scope of services and the estimated fee are presented herein for your consideration.

Ardurra's civil engineering design team for this project will be led by Jose Hernandez, PE. He has worked on multiple demolition projects over the years and understands the characteristics and challenges of this type of work, including assessing and determining the disposition of the existing soil conditions, the site drainage requirements, and the existing utilities.

Ardurra proposes to accomplish the work described herein for a time and material not-to-exceed fee of $39,609. Ardurra will prepare monthly invoices and will only exceed this amount with prior written authorization. A fee breakdown using our hourly billing rates is attached for your information (Exhibit B). The billing rates shown in the fee breakdown are valid through December 2023.

We look forward to the opportunity to perform this work for you. We are available to meet to discuss this proposal and the necessary tasks identified in this scope. Please contact Jose at (714) 458-7929 or jhernandez@ardurra.com should you have any questions or require any additional information.

Sincerely,
Ardurra Group, Inc.

Anissa Voyiatzes, PE, QSD, ENV SP
Group Leader, Engineering and Municipal Services

Jose Hernandez, PE, QSD/QSP
Senior Project Manager

Attachments:

Exhibit A – Site Location
Exhibit B – Estimated Manpower Hourly Fee Breakdown
Exhibit C – Geotechnical Proposal

Project Understanding

Ardurra understands that the City of Ontario proposes to acquire the property located at 935 E. Holt Blvd, demolish the existing improvements on the site, and prepare the site to sell it for future development. The project boundary is just over 1 acre located east of the intersection of E. Holt Blvd and N. Allyn Ave. The project site currently consists of a parking lot, an existing commercial building, that is currently conducting business, and existing utilities. It is understood that the overall project will involve demolishing the existing structures, removing of the existing pavement, cutting, and capping the existing utilities, and leaving a rough-graded site. Ardurra's scope is limited to the civil engineering portion of work described in the scope of services. The existing structures may require hazardous material abatement that others will assess, design, and perform.

Scope of Services

Ardurra proposes to provide civil engineering design services including the preparation of demolition plans for the project-specific civil elements, including the sewer, water, and storm drain, the preparation of a preliminary rough grading plan, an erosion control plan, the preparation of a project Storm Water Pollution Prevention Plan (SWPPP) report, coordination/collaboration with dry utilities (gas, electrical, and communication) for the cutting and capping of these utilities, and quantity take-off for the civil elements. Ardurra will also perform internal Qa/Qc for our project tasks.

Ardurra intends to perform the proposed civil engineering design services as follows:

Project Documents:

The following is a breakdown of our understanding of the civil engineering task services required for the civil-related portion of the work:

Task 1: Project Coordination and Meetings – This task will involve project coordination and meetings for the project. It will include three (3) design team meetings and two (2) site visits. This task will also involve coordination with utility providers to identify the contact personnel of the individuals that the contractor will need to coordinate with for the removal of the on-site utilities.

Task 2: Demolition Plan – This task will involve reviewing existing documents including existing plans and as-builts, if available, to develop the demolition plan for the project area. The demolition plan will reflect the existing conditions, to the extent possible and will provide the contractor with guidance in removing the civil improvements. The demolition plan will identify the existing surface features and utilities to be cut, capped, removed, or abandoned in place. The plan will only provide general information relative to building demolition. Detailed building demolition including hazardous material abatement and removal will be done by others; however, Ardurra will coordinate with the team that will design the building assessment and abatement design to provide for proper site preparation. Since there will not be a project topographic map, Ardurra will use available aerial imagery to prepare the demolition plan.

Task 3: Preliminary Rough Grading Plan – This task will involve preparing a preliminary rough grading plan that will provide rough grading guidance to the demolition contractor so that trenches and excavations are not left on the site after the existing infrastructure is removed. The preliminary rough grading plan will be developed using available USGS contours as existing contours and the proposed elevations will be based on the depths of removals from the existing improvements (pavement depth, foundations, etc.)

Task 5: Erosion Control Plan – This task will involve generating an erosion control plan that will serve as the basis for the sediment project for the site during demolition activities. The erosion control plan, included in the set will be the minimum requirements that the contractor must implement. The plan will be augmented by the project SWPPP, which will be submitted to the State.

Task 6: Quantity Take-off for Civil Elements – This task will involve generating quantities for the civil-related demolition elements. The quantities will include pavement removal, approximate earthwork quantities, and utility removals. A cost estimate will not be included. Quantities or Costs for structural demolition will not be included or they will be provided by others.

Task 7: SWPPP – This task involves the development of the project SWPPP that will be required during demolition and rough grading. The SWPPP will be coordinated with the City to determine how the site will remain after rough grading and submit the document to SMARTS.

Deliverables:

It is anticipated that Ardurra will be provided with the project standard border for the plan sheets in AutoCAD format and that Ardurra will produce reproducible bond sheets. The drawings will be prepared using AutoCAD. If required, Ardurra AutoCAD standards can be adjusted to match those of the City of Ontario, if required. It is assumed that specific standard requirements will be selected at project startup if an electronic submittal is required.

Ardurra anticipates no more than three (3) submittals of the following project documents:

- Civil Demolition Plan
- Rough Grading Plan
- Erosion Control Plan
- Technical specifications for civil related items
- Quantities for Civil related demolition elements
- Project SWPPP

The geotechnical report will be provided by Converse Geotechnical.

Assumptions:

- This proposal covers only the scope outlined above.
- Per the direction of the City, the project plans will be developed using available aerial imagery and the available boundary survey provided by the City. No survey information will be provided for the demolition and rough grading plans.
- The demolition plan set developed by Ardurra will only include identification of structures to be removed and utilities (water, sewer, and storm drain) to be cut, capped, and removed. This scope of work will not include specific demolition requirements for the existing structures. It will be assumed that any hazardous material assessments, testing or abatement for the existing structures will be performed and specified by others.
- The current scope of work does not anticipate submittal to any other agency other than the City of Ontario.
- Technical specifications for site removal and rough grading will be provided. Other specifications, if required, will be provided by others.
- The demolition plan will show cutting, capping, and removal of dry utilities; however, it is anticipated that the utility owners will remove their own utility unless directed otherwise by the utility owner.

Exclusions:

The following items are specifically excluded from the Ardurra scope of proposed services based on our current understanding of our scope:

- Project surveying services are not included in this scope of work
- Cost estimate
- Project utility profiles will not be included in this scope
- Necessary permit processing fees
- Environmental and Land Use permits
- Traffic/transportation engineering, including haul route plan and traffic control
- Permits associated with demolition activities
- Qualified SWPPP Practitioner (QSP) services are not included in this scope
- Hazardous assessments or services for the existing building are not included in this scope of services
- Structural engineering services are not included
- The soil characterization is limited to the tests identified in the Geotechnical Proposal (Exhibit C). Additional tests will require additional budget to perform
- The project documents will provide regulatory guidance for soil/pavement disposition only
- SWPPP fees are not included in the scope
- Realignment of the existing sewer line

Sub-consultant Scope:

Geotechnical Scope of Work: Converse Consultants (Converse) will perform the geotechnical investigation for this project and will provide a report for our use in preparing the project documents described hereon. Converse will perform 4 borings throughout the site and test the material for traces of VOCs, SVOCs, PCBs, OCPs, and Title 22 metals. Please see the geotechnical for additional assumptions and exclusions for the geotechnical scope.

Exhibit A – Site Location

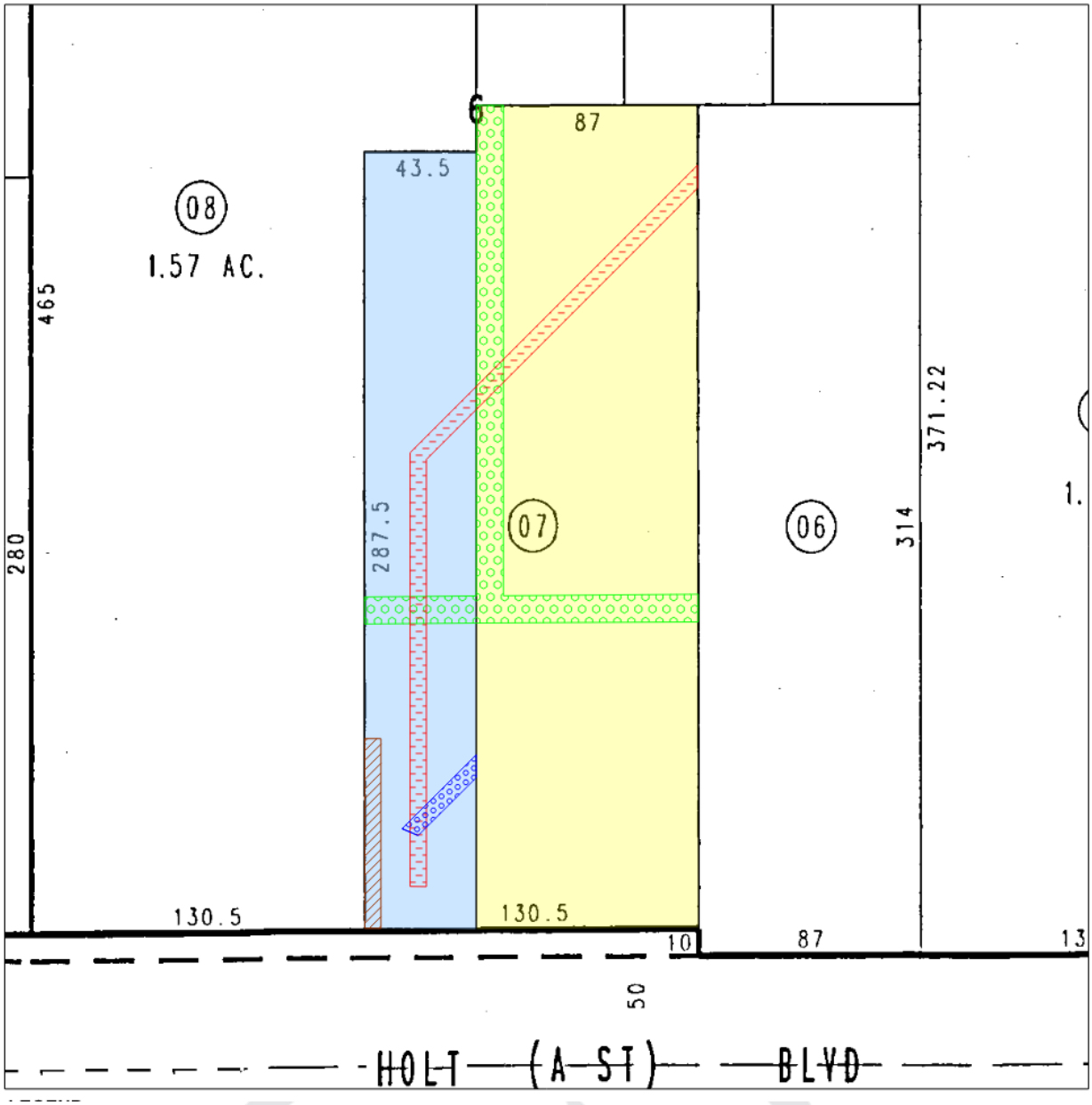


Exhibit B – Fee Estimate

		Ardurra Personnel								Sub		
Task/ Subtask	Task/Subtask Description	*Sr. Project Manager*	*Qa/Qc*	*Proj. Eng*	*Engineer I*	*Eng. Tech*	*Admin*	**Subtask Labor-Hours**	**Subtask Labor Cost**	*Converse (Geotech)*	**Subcontract incl 5% MU**	**Total Cost**
		$265.00	$265.00	$195.00	$170.00	$110.00	$110.00					
Task	**935 E. Holt Demolition Project**											**$39,609**
1.1	Project Coordination and Meetings	8			4	2		14	$3,020		$0	$3,020
1.2	Demolition Plan	2	2	4	8	24		40	$5,840		$0	$5,840
1.3	Preliminary Rough Grading Plan	2	1	4	8	16		31	$4,695		$0	$4,695
1.4	Erosion Control Plan	2		4	8			14	$2,670		$0	$2,670
1.5	Project Technical Specifications	2	2	4	12			20	$3,880		$0	$3,880
1.6	Quantity take off civil related removals	1	1	2	8			12	$2,280		$0	$2,280
1.7	SWPPP	1	1	4	24	8	2	40	$6,490		$0	$6,490
2.2	Geotechnical Analysis	1						1	$265	$9,780	$10,269	$10,534
3.1	Reimbursible expenses								$200		$0	$200
		19	7	22	72	50	2	172				
		$5,035	$1,855	$4,290	$12,240	$5,500	$220		$29,340	$9,780	$10,269	**$39,609**

TOTAL NOT-TO-EXCEED FEE: $39,609

Exhibit C – Geotechnical Engineering Proposal

Converse Consultants
Geotechnical Engineering, Environmental & Groundwater Science, Inspection & Testing Services

August 28, 2023
Revised August 30, 2023

Mr. Jose Hernandez, PE, QSD/P
Project Manager
Ardurra
3737 Birch Street, Suite 250
Newport, CA 92660

Subject: **REVISED PROPOSAL TO VERIFY SOIL CONTAMINATION AND PREPARE AN EARTHWORK RECOMMENDATION REPORT**
Demolition of the Building Located at 935 East Holt Boulevard and Grade a Pad for Future Development
City of Ontario, San Bernardino County, California
Converse Project No. 23-81-263-00 (01)

Dear Mr. Hernandez:

Converse Consultants (Converse) is pleased to submit this proposal outlining our scope of work and cost estimate to verify soil contamination and prepare an earthwork recommendation report to grade the demolished building site located 935 East Holt Boulevard, City of Ontario, San Bernardino County, California.

This proposal is based on a review of the following.

- The information you transmitted to us via email on August 23 and 29, 2023
- Discussion with you over the phone on August 24, 2023.

Our proposal dated August 28, 2023 have been revised to eliminate geology/earthquake hazard evaluation of the site.

SITE/PROJECT DESCRIPTION

We understand the City of Ontario owns a one-story warehouse/maintenance building over approximately 1.01-acre site located at 935 East Holt Boulevard, Ontario, California. Associated with the building is an asphalt concrete paved parking lot and underground utilities.

The City of Ontario (City) intends to demolish the building and abandon the existing underground utilities. The site will be graded for future use as a building pad. Also, the soils outside the building footprint will be tested for hydrocarbon related contamination.

SCOPE OF SERVICES

Our scope of work will include the following tasks.

Task 1: Project Coordination and Set-up
We will review the following documents, if available.

- As-built drawings of existing underground utilities.
- Previous geologic/geotechnical publications of the site and surrounding area.

As part of the project set-up, our staff will conduct the following.

- Prepare a field exploration plan and submit it for your review and approval.
- Conduct a site reconnaissance and stake/mark the field exploration locations such that it is accessible.
- Notifying Underground Service Alert (USA) at least 48 hours prior to drilling to clear the boring locations of any conflict with existing underground utilities.
- **Since the site has existing underground utilities, a representative from the owner MUST assist in clearing the boring locations from conflict with existing utilities. Converse will NOT be liable for damage to any unmarked utility.**
- Engage a drill rig company to drill the borings.

Task 2: Subsurface Exploration

Our subsurface exploration will consist of drilling borings within the project site. The purpose of the borings will be to:

- Estimate the extent and depths of remedial grading.
- Classify the soils within the borings.
- Collect soils samples for laboratory testing.
- Determine the excavatability of the soil.

We plan to drill a total of 4 borings, each to a depth of 15.0 feet below existing ground surface. The borings will be drilled with a truck-mounted rig (CME 75 or equivalent) equipped with 8-inch diameter hollow-stem augers for soils sampling. Soils will be continuously logged and classified by the geologist/engineer in the field by visual examination in accordance with the Unified Soil Classification System.

Both undisturbed ring samples and bulk samples of the subsurface materials will be obtained at three-foot to five-foot intervals, at changes in soil profiles, or where unusual conditions are encountered. The relatively undisturbed ring samples will be obtained using a Modified California Sampler (2.4-inch inside diameter and 3.0-inch outside diameter) lined with thin-walled sample rings. The sampler will be driven into the bottom of the borehole with successive drops of a 140-pound hammer falling 30 inches. The number of successive drops of the driving weight (“blows”) required for one foot of penetration will be shown on the boring log, in the “blow/foot” column. The soil will be retained in brass rings (2.4 inches in diameter and 1.0 inch in height) and carefully sealed in waterproof plastic containers for shipment to the laboratory. Bulk samples of representative soil types will be collected in plastic bags. Groundwater levels, where encountered in the borings, will be recorded.

The borings will be backfilled with soil cutting mixed with cement and compacted by pushing down with the augers using the drill rig weight. If construction is delayed, we recommend the owner monitor the borings and backfill any settlement or depression that might occur or provide protection around the area of the borings to prevent trip and fall injuries from occurring near in area of any potential settlement.

Note: Soils will NOT be placed in drums.

Task 3: Laboratory Testing

The laboratory testing program will depend upon the type of soils encountered during our substrate exploration and the quality of samples obtained. Analytical and Geotechnical Laboratory tests will include, but may not be limited to, the following.

Environmental Analytical Testing for Soil Sample

One composite soil sample from the soil cuttings will be submitted to a California ELAP certified laboratory under chain-of-custody control. Sample analyses will be conducted at a standard turnaround time. The samples will be analyzed as follows.

- EPA 8015M – TPH carbon chain speciation
- EPA 8260 – VOCs and Oxygenates
- EPA 8270 – SVOCs
- EPA 8082 – PCBs
- EPA 8081A – OCPs
- EPA 6010B – Title 22 metals (TTLC)

Geotechnical Tests

- In-place moisture and density
- Expansion index
- Soils corrosivity
- Collapse
- Laboratory maximum density

Task 4: Geotechnical Report

Data obtained from the exploratory borings and the laboratory testing program will be evaluated to prepare a report, which will include the following.

- Site and project description.
- Discussion of the field procedures used in the investigation.
- Logs of the exploratory borings summarizing the subsurface conditions encountered, results of laboratory testing, and a plan indicating the locations of the explorations and elevation.
- Depth to groundwater (if encountered).
- Existing pavement thickness measured at the boring locations.
- Discussion on the laboratory test results (including expansive and corrosion potential).
- Discussion of the chemical test results.
- Suitability of using on-site material for engineered fill including cut/fill recommendation.
- Excavatability of the site soils
- Remedial grading and earthwork recommendation.
- Shrinkage and subsidence coefficients.

FEE ESTIMATE

Our consulting services will be provided in accordance with our current *Schedule of Fees* and *General Conditions*, copies of which are attached and form a part of this proposal. Our cost for each phase is presented in the table below.

Task No. and Description	Cost
Task 1: Project Coordination and Set-up	$870.00
Task 2: Subsurface Exploration	$870.00
Task 3: Laboratory Testing ▪ Environmental ▪ Geotechnical	$1,000.00 $960.00
Task 4: Geotechnical Report	$3,280.00
Drill Rig Services (Prevailing Wage-Quote #9201)	$2,800.00
Total Cost	**$9,780.00**

Our cost is based on the following assumptions.

- You will provide Converse, at no cost, the as-built underground utility plans within the project limits.
- No permit will be required for our field investigation.
- Site access will be available during normal weekday working hours at no additional cost to us.
- All fieldwork will be done in one mobilization during normal weekday working hours.
- Level D personal protection will be required.
- Boreholes will be backfilled with soil cuttings mixed with cement.
- **It is understood that this project is subject to prevailing wage project as defined by California Labor Code 1770-1780.**

Our estimate includes our professional services, outside costs for subcontracted drilling services, and time to contact and verify boring locations (in the field) with Underground Service Alert. Our fees, as presented herein, do not include permit fee(s), attendance at meetings, review of the project plans, or responding to comments by regulatory agencies.

Should further investigation be required to evaluate site conditions, we will discuss the matter with you. If required, a detailed supplemental proposal will be prepared. Our services will be performed on a time-and-materials basis in accordance with the unit rates presented herein, and/or the unit rates indicated in our attached *Schedule of Fees* and *General Conditions.*

PROPOSED SCHEDULE/DELIVERABLES

We will commence our scope of work within one to 2 weeks after notice to proceed, weather permitting and depending on drill rig availability. About one day will be required to complete the fieldwork.

One electronic PDF copy of our earthwork recommendation report will be submitted 4 weeks after all fieldwork is completed.

CLOSURE

During the course of this work, we will carry worker's compensation insurance as required by the contract. Our findings and recommendations will be prepared in accordance with generally accepted professional engineering and engineering geologic principles and practices in this area of Southern California. Unless we hear differently, we will assume that these conditions are acceptable to you.

This proposal will expire 60 days from its issuance, if not accepted at that time. Our billing rates are reviewed at the beginning of each year and are subject to adjustment.

Please sign 2 copies of the Authorization and Agreement Block at the end of this proposal. Retain one copy of this proposal for your files and return one signed copy along with the retainer check to this office to formally authorize our services. Special billing instructions, including backup documentation requirements, should be mutually agreed upon and indicated in the authorization form. Subsequent additions or changes should likewise be mutually agreed upon and submitted in writing with the appropriate authorization.

If you should have any questions, or if we can provide any additional assistance, please call the undersigned at 909-474-2847. We appreciate the opportunity to be of continuing service and assistance to you on this important project.

CONVERSE CONSULTANTS



Hashmi Quazi, PhD, PE, GE
Principal Engineer

Distr.: 1/Addressee (e-mail)
Encl: *Schedule of Fees* and *General Conditions*
RLG/HSQ/kvg

Appendix



Introduction
It is the objective of Converse Consultants to provide its clients with quality professional and technical services and a continuing source of professional advice and opinions. Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. This fee schedule is valid through December 31, 2023.

Hourly Charges for Personnel
Staff assignments will depend on personnel availability, job complexity, project site location, and experience level required to satisfy the technical requirements of the project and to meet the prevailing standard of professional care.

Field Technical Services (all including vehicle and equipment)

Construction Inspector – ACI/ICC and/or AWS/CWI certified (concrete, post-tension, masonry, structural steel, fireproofing; includes concrete batch plant and local steel fabrication inspections)	$85
Non-Destructive Testing Inspector (ultrasonic, magnetic particle, dye penetrant)	85
Construction Inspector/Technician (skidmore, pull testing, torque testing, Schmidt hammer, and pachometer)	90
Coring Technician	90
Soils Technician (soil, base, asphalt concrete, and moisture emission testing)	80
Senior Soils Technician	90
Sample Pick-Up	50

Professional Services (field and office)

Staff Professional	$135
Senior Staff Professional	145
Project Professional	155
Project Manager	170
Senior Professional	170
Principal Professional	220
Principal/Consultant	235

Laboratory Testing

Laboratory Technician (See Geotechnical Laboratory Testing and Materials Testing Services fee schedules.)	Per Test
Laboratory Supervisor	$90

Office Support

Clerical/Word Processing	$80
Drafting	85
CAD Operator/Drafting Manager	90

An overtime charge of 50 percent of the above hourly rates (excluding Professional Services) will be added for time in excess of eight hours per day and for all time on Saturdays, Sundays and holidays. An overtime charge of 100 percent of the above hourly rates (excluding Professional Services) will be charged on Sunday if hours worked were seven continuous eight hours per day in one work week, not counting paid time off within the week. Travel time to and from the job site will be charged at the hourly rates for the appropriate personnel.

Expenses
1. Exploration expenses (drilling, trenching, etc.) are charged at cost plus fifteen percent.
2. Travel and subsistence expenses (transportation, room and board, etc.) for individuals on projects requiring travel and/or living 50 miles away from the project site are charged at cost plus fifteen percent.
3. Automobile and truck expenses are charged at cost plus fifteen percent (rentals) or at the current IRS mileage rate for company-owned vehicles traveling between principal office and project.
4. Other out-of-pocket direct project expenses (aerial photos, long-distance telephone calls, permits, outside printing services, tests, etc.) are charged at cost plus fifteen percent.

Invoices
1. Invoices will be submitted to the Client on a monthly basis, and a final bill will be submitted upon completion of services.
2. Payment is due upon presentation of invoice and is past-due thirty days from invoice date. In the event Client fails to make any payment to Converse when due, Converse may immediately cease work hereunder until said payment, together with a service charge at the rate of eighteen percent per annum (but not exceeding the maximum allowed by law) from the due date, has been received. Furthermore, Converse may at its sole option and discretion refuse to perform any further work irrespective of payment from Client in the event Client fails to pay Converse for services when said payments are due.
3. Client shall pay attorneys' fees or other costs incurred in collecting any delinquent amount.

General Conditions
The terms and provisions of the Converse General Conditions are incorporated into this fee schedule as though set forth in full. If a copy of the General Conditions does not accompany this fee schedule, Client should request a copy from this office.

Compensation for laboratory testing services will be made in accordance with this fee schedule which includes test report(s) and engineering time. Costs of tests not on this schedule will be by quote and/or in accordance with our current hourly fee schedule. The rates are based on non-contaminated soil. A surcharge will be charged for handling contaminated material, which will be determined based on the project.

IDENTIFICATION AND INDEX PROPERTIES TESTS

Visual Classification, ASTM D2488 ..... 20.00
Engineering Classification, ASTM D2487 ..... 25.00
Moisture Content and Dry (bulk) Density,
  ASTM D2216 and D2937 ..... 25.00
  Moisture Content, ASTM D2216 ..... 20.00
Shrinkage Limit, ASTM D4943 ..... 85.00
Atterberg Limits, ASTM D4318
  Several points 150.00
  One Point 50.00
Particle Size Analysis, ASTM D6913
  Fine Sieve, from +#200 to #4 ..... 100.00
  Coarse and Fine Sieve, from #200 to 3 in 180.00
  Hydrometer 120.00
Percent Passing #200 Sieve, ASTM D1140 ..... 80.00
Specific Gravity
  Fine, passing #4 sieve, ASTM D854 ..... 100.00
  Coarse, retained on #4 sieve, ASTM C127 ..... 100.00
Sand Equivalent Test, ASTM D2419 ..... 120.00
Double Hydrometer Dispersion, ASTM D4221 ..... 150.00

COMPACTION AND BEARING STRENGTH

Standard Proctor Compaction, ASTM D698 or ASTM D1557
  Method A or B 200.00
  Method C, 6" mold 210.00
California Impact Method, Caltrans 216 ..... 220.00
R-value, ASTM D2844 and CTM301 ..... 270.00
California Bearing Ratio (CBR), ASTM D1883
  1 Point 530.00
  3 Points 750.00
Relative Density
  0.1 Cubic Foot Mold 200.00
  0.5 Cubic Foot Mold 300.00

SHEAR STRENGTH

Torvane/Pocket Penetrometer 25.00
Direct Shear
  Quick Test 75.00
  Consolidated, Drained, granular soil,
    ASTM D3080 ..... 220.00
  Consolidated, Drained, fine grained soil,
    ASTM D3080 ..... 260.00
  Consolidated, Undrained, fine grained soil 220.00
  Residual Strength, per cycle 70.00
  Remolded Specimens 70.00

STATIC UNIAXIAL AND TRIAXIAL STRENGTH TESTS (PER POINT)

Unconfined Compression, ASTM D2166 ..... 150.00
Unconsolidated, Undrained, ASTM D2850 ..... 160.00
Consolidated, Undrained, per point 700.00
Consolidated, Drained, per point 700.00
With Pore Pressure Measurement, per load 150.00
Remolded Specimen 90.00

CONSOLIDATION (ASTM2435) AND SWELL COLLAPSE (ASTM D4546) TESTS

8 Load Increments 250.00
Additional Load Increment 50.00
Time-Ratio, per load increment 90.00
Single Point, collapse test 90.00
Single Load Swell, ASTM D4546
  Ring Sample, Field Moisture 95.00
  Ring Sample, Air Dried 95.00
Remolded Sample 70.00
Expansion Index Test, UBC 29-2/ASTM D4829 ..... 130.00

HYDRAULIC CONDUCTIVITY TESTS

Constant Head, ASTM D2434 ..... 250.00
Falling Head Flexible Wall, ASTM D5084 ..... 300.00
Triaxial Permeability, EPA 9100 ..... 350.00
Remolded Specimen 60.00

CHEMICAL TESTS

Corrosivity (pH, resistivity, sulfates, chlorides) 220.00
Organic Content, ASTM D2974 ..... 100.00

Conditions: Unit rates presented on this fee schedule are for routinely performed geotechnical laboratory tests. Numerous other earth material physical tests can be performed in our geotechnical laboratories, including rock core, soil cement and soil lime mixture tests. Tests not listed can be quoted upon request. This fee schedule is valid through December 31, 2023.

Prices are based on the assumption that samples are uncontaminated and do not contain heavy metals, acids, carcinogens and/or volatile organics which can be measured by an organic vapor analyzer or photoionization detector with a concentration greater than 50 parts-per-million (ppm). Quoted testing fees are based on the assumption that no protective clothing will be required to handle samples. If Level D protective clothing will be required during handling of samples (as defined in Federal CFR Part 1910.120), then a 40% increase in fees presented in this schedule will be applied. Level C protective clothing will be a 60% increase in fees. Converse will not handle samples that require either Level B or Level A protection in our geotechnical laboratories. Contaminated samples will be returned to the client. Uncontaminated samples will be disposed of 30 days after presentation of test results. The client must disclose the source of samples. Samples imported from out of state will be incinerated after testing in accordance with requirements of the United States Department of Agriculture. Soil samples obtained within the State of California currently designated quarantine areas will also be incinerated in accordance with the requirement of the State of California, Department of Food and Agriculture, Division of Plant Industry, Pest Exclusion. A $5.00 incineration fee will be added to each sample that is required to be incinerated in accordance with State and Federal law.

Test results requiring plots will be presented in a publishable format generated from computer programs. Otherwise, raw test numbers will be presented. A minimum laboratory fee of $50.00 will be charged to present and mail test results. Beyond the standard U.S. Mail delivery, specialized transmittal will be charged at additional cost (e.g., Federal Express, UPS, etc.). Geotechnical testing does not include engineering and/or geologic review and analysis. Typical turnaround for geotechnical laboratory testing is two weeks (or roughly ten working days). To expedite test turnaround to five working days, a 50% increase in the fees in this schedule will be applied. Many geotechnical tests require at least one week to perform in accordance with ASTM or other standard specifications. Fees presented in this schedule for relatively undisturbed direct shear, consolidation or expansion pressure tests are based on the assumption that 2.416-inch inside diameter brass ring samples will be provided to the geotechnical laboratory for testing. Remolded specimens will be compacted in standard 2.5-inch outside diameter brass rings for direct shear, consolidation and expansion pressure tests. All fees presented in this schedule are based on the assumption that the client will deliver samples to our laboratory at no additional cost to Converse.

Invoices will be issued monthly and are payable on receipt unless otherwise agreed upon. Interest of 1.5% per month (but not exceeding the maximum allowed by law) will be payable on any amount not paid within thirty days; payment thereafter to be applied first to accrued interest and then to the principle unpaid amount. The Client shall pay any attorneys' fees or other costs incurred in collecting any delinquent amounts.

Compensation for laboratory testing services will be based on rates in accordance with this fee schedule which includes test report(s) and engineering time. Costs of tests not on this schedule will be by quote and/or in accordance with our current hourly fee schedule. Our services will be performed in accordance with the General Conditions. This fee schedule is valid through December 31, 2023.

AGGREGATES

Moisture Content, ASTM D2216 ..... 20.00
Particle Size Analysis
- Coarse, ASTM C136, each 100.00
- Coarse and Fine, ASTM C136 & C137), each 180.00

Specific Gravity & Absorption
- Coarse Aggregate, ASTM C127 ..... 100.00
- Fine Aggregate, ASTM C128 ..... 100.00
- Unit Weight per Cubic Foot, ASTM C29 ..... 75.00
- Soundness, Sodium or Magnesium, ASTM C88, each 550.00
- Potential Alkali Reactivity, ASTM D289 ..... 700.00
- Freeze Thaw Soundness 175.00
- Los Angeles Abrasion, per class, ASTM C131, C535 ..... 375.00
- Sand Equivalent, ASTM D2419 ..... 180.00
- Lightweight Particles, ASTM C123, each 300.00
- Clay Lumps & Friable Particles, ASTM C142, each 290.00
- Stripping Test, ASTM D1664, each 85.00
- Organic Impurities, ASTM C40 ..... 140.00
- Durability ..... By Quote

CONCRETE TESTS

Laboratory Trial Batch, ASTM C192 ..... By Quote
Laboratory Mix Design, Historical Data ..... By Quote
Compression Test, 6”x12” Cylinder, ASTM C39, each 45.00
Lightweight Concrete
- Compression 45.00
- Unit Weight 45.00

Specimen Preparation, Trimming or Coring, each 60.00
Bond Strength, ASTM C321
- Prepared by Converse 250.00
- Prepared by Others 150.00

Core Compression Test, ASTM C12, each 80.00
Flexure Test, 6”x6” Beams, ASTM C78, each 130.00
Modulus of Elasticity, Static, ASTM C469, each 275.00
Length Change, ASTM C157, 3 bars, 5 readings each, up to 26 days 550.00
Splitting Tensile, 6”x12” Cylinders, each 110.00
Field Concrete Control (sampling, slump, temperature, cast 4 cylinders, molds, cylinder pick-up, within 10 miles of office, stand-by extra), ASTM/UBC, hourly rate schedule, or each cylinder 95.00
Field Concrete Control (same as above plus air content test), ASTM/UBC, each cylinder 95.00
Hold Cylinder 10.00
Cylinder Mold, sent to job site but not cast by Converse or returned to Converse 5.00

MASONRY (ASTM C140, E447, UBC STANDARD 24-22)

Moisture Content, as received, each 105.00
Absorption, each 85.00
Compression, each 85.00
Shrinkage, ASTM C426, each 250.00
Net Area and Volume, each 25.00
Masonry Blocks, per set of 9 ..... 1,500.00
Masonry Core Compression, each 125.00
Masonry Core Shear, each 180.00
Masonry Core Trimming, each 150.00
Compression Test, grouted prisms, 8”x8”x16”, each 250.00
Compression Test, grouted prisms, 12”x16”x16”, each 425.00
Compression Test
- 2”x4” Mortar Cylinder, each 45.00
- 3”x6” Grout Prisms, each 45.00
- 2” Cubes, ASTM C109, each 45.00

Cast by Others 45.00
Mortar or Grout Mix Designs ..... By Quote

FIREPROOFING TESTS

Oven Dry Density, per sample 70.00

MOISTURE EMISSION TEST

Moisture Emission Test Kit 80.00

ASPHALTIC CONCRETE

Stability, Flow, and Unit Weight, ASTM D6927 ..... 500.00
Marshall ASTM D1559, ASTM D2726 ..... 450.00
Measured Maximum Specific Gravity of Mix, ASTM D2041, Rice Method, each 350.00
Void Analysis of Cores or Marshall Specimens, Calculations Only, ASTM D3203, set of 2 or 3 ..... 60.00
Laboratory Mixing of Asphalt & Concrete, per sample 75.00
Complete Asphalt Concrete Mix Design
- Hveem or Marshall ..... By Quote

Extraction of Asphalt and Gradation, ASTM D2172, Method B, or California 310, including ash correction, each 455.00
Extraction of Rubberized Asphalt & Gradation, each 350.00
Specific Gravity, ASTM D2726 or ASTM D1188
- Uncoated 95.00
- Coated 125.00

Immersion-Compression 650.00
Particle Coating, ASTM D2489 ..... 95.00
Stripping, ASTM D1664 ..... 85.00
Moisture or Volatile Distillates in Paving Mixtures, or Materials Containing Petroleum Products or By-Products 350.00
Retained Strength, ASTM D1074/D1075, 6 specimens ..... By Quote
Retained Stability, Mil, Std, 520A, Method 104, 6 specimens ..... By Quote
CBR, ASTM D1883, including M/D Curve, 1 point 400.00
Asphalt Temperature 15.00

STRUCTURAL STEEL

Tensile Test #9 Bar or Smaller, each 60.00
Bend Test #9 Bar or Smaller, each 60.00
Tensile Test #10 Bar or Greater, each 280.00
Tensile Test #14 Bar, each 310.00
Rebar Coupler Tensile Test 140.00
Tensile Test, Welded #9 Bar or Smaller, each 140.00
Tensile Test, Welded #10 Bar or Greater, each 280.00
Tensile Test, Welded #14 Bar, each 310.00
Tensile Test, Mechanically Spliced, #9 Bar or Smaller, each 210.00
Tensile Test, Mechanically Spliced, #10 Bar or Greater, each 350.00

HIGH STRENGTH BOLT, NUT, AND WASHER TESTING

Wedge Tensile Test, A490 Bolts
- Under 100,000 lbs., each 130.00
- Over 100,000 lbs., each 140.00

Wedge Tensile Test, A325 Bolts
- Under 100,000 lbs., each 160.00

Tensile Test, Anchor Bolts, tested with displacement transducers, each 300.00
Nut Hardness, Proof & Cone Proof Load Test, each 60.00
Washer Hardness, each 50.00
A325 or A490, Bolt Hardness Only, each 50.00
Bolt A325 or A490 Wedge Tensile
- Under 100,000 lbs. & Hardness, each 130.00
- Over 100,000 lbs. & Hardness, each 170.00

Bolt, Nut & Washer, all tests per set with bolts
- Under 100,000 lbs. 400.00
- Over 100,000 lbs. 500.00

See *Schedule of Fees – Geotechnical Laboratory Testing* for soil testing. Hourly rates are available upon request. Field Laboratory rates are available upon request. Listed unit rates are based upon the assumption that samples will be delivered to our laboratory at no cost to Converse.

CONVERSE CONSULTANTS
General Conditions –

Right of Entry

Client warrants to Converse that it has full legal right to authorize Converse's entry upon the real property where Converse's services are to be performed ("Site" herein) and upon all property, if any, required for ingress and egress to the Site.

Client authorizes Converse to enter upon the Site and such adjoining property as is necessary to allow Converse to perform its services.

Converse will take reasonable precautions to minimize any damage to the Site; however, Client acknowledges that during the normal course of the performance of Converse's services, some damage to the Site may occur. The correction of any damage to the Site (surface or subterranean) shall be the obligation of the Client.

Information Supplied by Client

Client warrants the accuracy of any information supplied by it to Converse, acknowledges that Converse will not verify the accuracy of such information, and agrees that Converse is entitled to rely upon any such information.

Client shall immediately notify Converse in writing of any data, information or knowledge in the possession of or known to Client relating to conditions existing at the Site and shall provide Converse with the location, size and depth of any and all underground tanks, piping or structures existing upon the Site.

Client shall defend, indemnify and save harmless Converse, its officers, agents and employees from and against any and all claims, costs, suits and damages, including attorneys' fees, arising out of errors, omissions and inaccuracies in documents and information provided to Converse by Client.

Ownership of Data and Documents; Samples

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Converse shall remain the sole property of Converse.

Client shall have the right to the use of all data, recommendations, proposals, reports, design criteria and similar information provided to it by Converse ("information" herein); provided, however, that the information shall not be used or relied upon by any party other than Client, save and except as may be required by the design and licensing requirements of the project for which the information is provided; further, such use shall be limited to the particular site and project for which the information is provided. To the extent Client utilizes Converse's information by providing or making the same available to any third party (a) Client agrees to give written notice to any such third party that it may not utilize or rely on any aspect of Converse's information and (b) Client agrees to defend, indemnify and hold Converse harmless against any and all claims, demands, costs, losses, damages and expenses, including attorneys fees, that may be asserted against or sought from Converse by any such third party.

Client's right to the use of the information is expressly conditioned upon Client's prompt payment to Converse of all sums due under the Client/Converse agreement. In the event of Client's nonpayment or partial payment of said amounts, Client agrees that it shall not use any of the information for any purpose whatsoever and shall return the same to Converse within 2 business days upon demand.

Converse will retain all samples of soil, rock or other materials obtained in the course of performing its services for a period of thirty (30) days. Thereafter, further storage or transfer of samples to Client may be made at Client's expense upon written request from Client to Converse received by Converse prior to the expiration of the 30-day period.

Converse shall retain permanent records relating to the Converse services for a period of five (5) years following submittal of Converse's report, during which period the records will be made available to Client upon reasonable notice given by Client and upon payment to Converse of an amount sufficient to reimburse Converse for its necessary and reasonable expenses in making said records available.

Standard of Care and Professional Responsibility

Client acknowledges that the services to be performed by Converse involve the use of tests, calculations, analyses and procedures which are in a constant state of development, improvement and refinement and that, as such, improvements, changes in methods, and modifications of procedures have been made in the past, are now being made, and are expected to continue to be made in the future.

Further, Client recognizes that, while necessary for investigations, commonly used exploration methods, such as drilling borings or excavating trenches, involve an inherent risk. For example, exploration on a site containing contaminated materials may result in inducing cross-contamination, the prevention of which may not be complete using presently recognized sealing methods.

Client recognizes that the state of practice, including but not limited to the practice relating to contamination or hazardous waste conditions, is changing and evolving and that standards existing at the present time may subsequently change as knowledge increases and the state of the practice continues to improve.

Client recognizes that projects containing contaminated materials may not perform as anticipated by Client, even though Converse's services are performed in accordance with the level of care and skill required of it. Further, certain governmental regulations relating to hazardous waste sites may purport to require achievement of results which cannot be accomplished in an absolute sense. It is recognized that a satisfactorily designed, constructed and maintained monitoring system may assist in the early detection of environmental changes allowing for early correction of problems. Unless it is specifically included in the scope of services to be performed by Converse, Client understands that Converse shall not perform such monitoring.

The services to be provided by Converse pursuant to the agreement to which these General Conditions are a part shall be provided in accordance with generally accepted professional engineering, environmental, and geologic practice in the area where these services are to be rendered and at the time that services are rendered. Client acknowledges that the present standard in the engineering and environmental professions does not include, and Converse does not extend to Client, a guarantee of perfection of the work contemplated hereby; further, that even in the exercise of normal and reasonable care, errors or omissions may from time to time occur. Except as expressly set forth in these General Conditions, no other warranty, express or implied, is extended by Converse.

Converse shall have no duty to supervise, coordinate or otherwise be involved in the performance of services or work by any third-party consultant, contractor or subcontractor.

Where Converse's services involve field observation of grading, filling and compaction (or any of them), it is agreed:

a. That Converse shall in no way be responsible for the manner in which such work is performed by any third party.

b. That in the event Converse is to provide periodic observation, Client acknowledges that Converse cannot be responsible for any work performed at a time or times when Converse was not performing its observation services. Converse will not provide an opinion concerning the performance of any third party, save and except to the extent that said work was in fact observed and tested by Converse during the course of construction.

c. That where Converse's services include continuous observation, Client agrees not to allow grading, filling or compaction to be performed at any time or times when Converse is not physically present upon the Site and shall restrict the amount and extent of such grading, filling and compaction to that which can be properly observed by Converse personnel present on the Site.

d. That in the event Converse is to conduct test borings for Client, Client acknowledges that the accuracy of said test borings relates only to the specific location in which the boring itself was performed and that the nature of many sites is such that differing subsurface soil characteristics can be experienced within a small distance. As such, Client acknowledges that greater accuracy is obtained when the number of test borings is increased.

Technical Limitations

Client acknowledges and agrees that: (1) it is unreasonable to expect Converse to be able to completely evaluate subsurface conditions, even after the most comprehensive exploratory program; (2) site conditions change frequently due to the passage of time, human activities, and climatic conditions and uncertainties are therefore inherent in the nature of Converse's services and impossible to avoid; (3) the identification of geotechnical and environmental conditions and the prediction of future or concealed conditions is an inexact scientific endeavor; (4) the state of the art of geotechnical and environmental practice is such that Converse cannot guarantee that its recommendations will prove adequate on this project and the Client assumes the risk of any such failure, except as otherwise provided in these General Conditions and that (5) these General Conditions contains specific LIMITATIONS OF LIABILITY.

Indemnity of Client and Limitation of Liability

Converse shall indemnify Client, its officers, directors, agents or employees from any claim, demand or liability arising from personal injury or property loss or damage caused by the sole negligence or willful misconduct of Converse.

Anything to the contrary in the agreement to which these General Conditions are attached or in these General Conditions notwithstanding, Converse's liability shall be limited to the lesser of the fees charged to Client by Converse for the services performed for Client, or the sum of fifty thousand dollars. Client may, at its option, increase the maximum amount for which Converse shall be liable by payment of an additional fee. For the maximum liability sum of one hundred thousand dollars, the additional amount to be paid shall be four percent of the total Converse fee charged hereunder; for the maximum liability sum of one million dollars, the additional amount to be paid shall be five percent of the total Converse fees charged hereunder Client acknowledges and agrees that its recovery, if any, shall be satisfied, in the first instance, from the proceeds of Converse's insurance, and to the extent of any deficiency in the available insurance proceeds, then and only then, by Converse.

Client acknowledges that Converse has agreed to charge Client a reduced fee for services in exchange for the above limitation of liability and that said reduction in fees is consideration for said limitation.

Client shall defend and save harmless Converse, its officers, directors, agents and employees from all liability, claims and demands, including expenses of suit and reasonable attorneys' fees arising from personal injuries, including disease and death, property loss or damage, injury to others (including personnel of Client, Converse or

subcontractors performing work hereunder), and air or ground pollution or environmental impairment arising out of or in any manner connected with or related to the performance of Converse's services, except where there is a judicial determination that such injury, loss or damage shall have been caused by the sole negligence or willful misconduct of Converse. Client acknowledges that Converse has charged Client a reduced fee for services to be performed by it in exchange for this hold harmless and that the reduction in fees is consideration for said hold harmless provision.

Converse will not be liable for consequential damages of any kind, nature or description.

Hazardous Waste, Pollution and Health Hazard Projects ("Hazardous Projects" Herein)

Prior to the commencement of services by Converse on any hazardous project, Client agrees to advise Converse in writing of any known hazardous waste or materials existing on or near the Site or if any of said services are to be performed in an area where dust, fumes, gas, noise, vibrations or other particulate or nonparticulate matter is in the atmosphere where it raises a potential or possible health hazard or nuisance to anyone working within the area.

Anything in these General Conditions notwithstanding, Client shall indemnify and hold Converse, its officers, directors, agents, servants and employees, harmless from any claim, demand or action brought by any party whomsoever, including employees of Converse which claim, demand or action is based upon injury or damage caused or alleged to have been caused by hazardous wastes or hazardous materials whether or not such waste or materials were known to exist prior to the commencement of services.

Client agrees to be responsible for the removal and disposal of any hazardous waste uncovered as a result of the site investigation, including drill cuttings, unless specifically included within the scope of work

It is agreed that the discovery of unanticipated hazardous materials constitutes a changed condition mandating an immediate renegotiation of the scope of services or termination of services. Converse will at all times endeavor to perform in a faithful and trustworthy manner. Client understands that Client or Converse may be required by local and/or state and/or federal statute to report the discovery of hazardous materials to a government agency. Client also understands that Converse may be required by local and/or state and/or federal statute to report the discovery of hazardous materials to a government agency, and that Converse, when practical, will do so only after notifying Client. In the event Converse discovers hazardous material that we believe poses an immediate threat to public health and safety, Converse will use its best judgment to notify appropriate emergency personnel for immediate containment. Client agrees to take no action of any kind against Converse when Converse makes a good-faith effort to fulfill its obligations.

Client's Responsibilities

Client shall immediately provide Converse with full information in writing as to Client's requirements for the services to be provided by Converse and shall designate in writing within five (5) days of the effective date of the agreement to which these General Conditions are a part, a representative to act on Client's behalf in conjunction with the services to be provided hereunder. Client shall promptly review all documents, reports, data and recommendations submitted by Converse and shall communicate with Converse concerning such reviews for the purpose of avoiding delay in the performance of the services to be rendered by Converse.

Client shall notify any third party who may perform on the Site of the standard of care being undertaken by Converse pursuant hereto and of the limitations of liability contained herein. Client shall require as a condition to the performance of any such third party a like indemnity and limitation of liability on their part against Converse.

Confidentiality

Converse shall hold all information provided to it by Client and the results of the work performed by it confidential and shall not disclose the same to any third party except where required by Governmental regulatory agencies or as otherwise required by law.

Disputes

Converse shall have the right to bring a legal action in a state or federal court against Client for any sums due or alleged to be due to it or for services rendered. Except for this right, Converse and Client agree that as an express condition to the right of either party to bring a legal action against the other, they shall first submit any dispute to mediation by a neutral person acceptable to both parties.

Each party shall bear its own attorneys' fees, costs and other expenses, except that each party shall be responsible and pay for one-half of the costs and expenses of the mediator.
In the event that legal action is required, the prevailing party shall be entitled to recover all of its costs incurred in connection therewith including, without limitation, staff time, court costs, attorneys' fees, consultant and expert witness fees and any other related expenses. In this regard, in order to make the prevailing party whole, the parties acknowledge and agree that the prevailing party shall be entitled to recover all of its costs incurred in connection with the legal action and shall not be limited to “reasonable attorneys fees” as defined in any statute or rule of court.

The obligations, responsibilities, warranties and liabilities of the parties shall be solely those expressly set forth herein. Remedies and limitations of liability shall apply regardless of whether an action is brought in contract, or is based on either party’s negligence, or another theory of law. All of the rights, remedies, obligations, terms, conditions and limitations of liability stated herein shall extend collectively to and be binding upon the parties’ partners, joint ventures, licensors, successors, assigns, insurers, and affiliates. Client and Converse agree that any legal action with respect to the services to be performed under these General Conditions shall be brought against the parties, and not against individual officers, employees or former employees of the parties. All legal actions by either party against the other for breach of these General Conditions or for the failure to perform in accordance with the applicable standard of care, however framed, that are essentially based upon such breach or failure shall be barred two (2) years from the time claimant knew or should have known of its right to make a claim, but, in any event, not later than four (4) years from substantial completion of Converse’s services.

Jobsite Safety

Converse shall be responsible for its activity and that of its employees on the Site. This shall not be construed to relieve the Client, its general contractor or any subcontractor of their obligation to maintain a safe jobsite.

Neither the professional activities nor the presence of Converse or its employees and subcontractors shall be understood to control the operations of others, nor shall it be construed to be an acceptance of the responsibility for jobsite safety.

Converse will not direct, supervise or lay out the work of the Client, contractor, or any subcontractors. Converse's services will not include a review or evaluation of the adequacy of the contractor's safety measures on or near the Site.

Schedules

Unless otherwise specified in the agreement, Converse shall be obligated to perform within a reasonable period of time. Converse shall not be responsible for delays in the completion of its services created by reason of any unforeseeable cause or causes beyond the control and/or without the fault or negligence of Converse, including but not restricted to acts of God or the public enemy, acts of the Government of the United States or of the several states, or any foreign country, or any of them acting in their sovereign capacity, acts of other contractors with Client, fire, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

Should completion of any portion of the services to be rendered by Converse be delayed beyond the estimated date of completion for any reason which is beyond the control of or without default or negligence of Converse, then and in that event Client and Converse shall mutually agree on the terms and conditions upon which the services may be continued or terminated.

Invoices

Converse shall submit monthly progress invoices to Client, and a final bill shall be submitted upon completion of the services. Within thirty (30) days after receipt of an invoice, Client shall pay the full amount of the invoice. If Client objects to all or any portion of any invoice, it shall so notify Converse of the same within fifteen (15) days from the date of receipt of said invoice and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion of the invoice.

If Client fails to make payment within thirty (30) days after receipt of an invoice, then Client shall pay an additional monthly service charge of one and one-half percent (1½ %) on all such amounts outstanding. The additional charge shall not apply to any disputed portion of any invoice resolved in favor of Client. In the event Client fails to pay any undisputed amount to Converse when due, Converse may immediately cease work until said payment together with a service charge at the rate of 1½ % per month, as specified above, from the due date has been received. Further, Converse may, at its sole option and discretion, refuse to perform any further work irrespective of payment from Client.

In the event that all or any portion of the 1½ % service charge provided for herein is deemed to be an interest charge, then and in that event said interest charge shall be limited to the maximum amount legally allowed by law.

Client acknowledges Converse’s fee schedules are revised annually and agrees that the fee schedule in effect at the time the services are performed shall apply to such services.

Insurance

Converse represents that it now carries, and will continue to carry during the term of the contract to which these General Conditions are a part, Workers Compensation insurance and that, if requested, Converse shall provide to Client certificates as evidence of the aforementioned insurance.

Assignments

Client shall not assign this contract or any portion thereof to any other person or entity without the express written consent of Converse. Nothing contained in this contract or any part thereof shall be construed to create a right in any third party whomsoever, and nothing herein shall inure to the benefit of any third party.

Severability

If any provision of these General Conditions is finally determined to be contrary to, prohibited by, or invalid under applicable laws or regulations, such provision will be renegotiated so as to give effect to the intent of the parties to the maximum possible extent. Such determination and renegotiation shall not affect of invalidate the remaining provisions or these General Conditions.

Governing Law

These General Conditions shall be governed by and construed under the laws of the State of California.

CITY OF ONTARIO *Agenda Report* **December 19, 2023**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Manuel Rebolledo Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Bonnie Tam, Andrea Ampig Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 18

SUBJECT: AUTHORIZE THE PURCHASE OF FLEET VEHICLES

RECOMMENDATION: That the City Council take the following actions:

A. Award Bid No. 1716 and authorize the purchase and delivery of two (2) EV Ford Transit vans in the amount of $135,342 plus a 20% contingency of $27,068 to mitigate any unforeseen issues with supply chain surcharges and manufacturers price increases, for a total not-to-exceed amount of $162,410 from Transwest Truck Center, of Fontana, California;
B. Award Bid No. 1718 and authorize the purchase and delivery of three (3) EV Ford Lighting pick up trucks in the amount of $209,507 plus a 20% contingency of $41,902 to mitigate any unforeseen issues with supply chain surcharges and manufacturers price increases, for a total not-to-exceed amount of $251,409 from Transwest Truck Center, of Fontana, California;
C. Authorize the purchase and delivery of three (3) Ford F250 Utility pick up trucks in the amount of $199,000 plus a 20% contingency of $39,800 to mitigate any unforeseen issues with supply chain surcharges and manufacturers price increases, for a total not-to-exceed amount of $238,800 from Citrus Motors, of Ontario, California;
D. Authorize the cooperative purchase and delivery of one (1) John Deere 410 Backhoe in the amount of $175,679 plus a 20% contingency of $35,136 to mitigate any unforeseen issues with supply chain surcharges and manufacturers price increases for a total not-to-exceed amount of $210,815 from RDO Equipment Company, of Riverside, California, consistent with the terms and conditions of the Sourcewell Cooperative Contract No. 011723-JDC;
E. Authorize the cooperative purchase and delivery of one (1) Freightliner Cement Mixing Truck in the amount of $366,584 plus a 20% contingency of $73,317 to mitigate any unforeseen issues with supply chain surcharges and manufacturers price increases for a total not-to-exceed amount of $439,901 from Velocity Truck Centers, of Whittier, California, consistent with the terms and conditions of the City of Glendale PO#62401374, Bid RFQ403819; and
F. Authorize the cooperative purchase and delivery of the following vehicles consistent with the terms and conditions of the Sourcewell Cooperative Contract No. 080521-PBL from PB Loader Corporation, of Fresno, California:
    a. One (1) Ford F450 Stake Bed truck in the amount of $125,028 plus a 20% contingency of $25,006 to mitigate any unforeseen issues with supply chain surcharges and manufacturers price increases, for a total not-to-exceed amount of $150,034;

b. Three (3) Ford F350 Utility truck in the amount of $359,564 plus a 20% contingency of $71,913 to mitigate any unforeseen issues with supply chain surcharges and manufacturers price increases, for a total not-to-exceed amount of $431,477;
c. One (1) Ford F550 Aerial Truck in the amount of $239,329 plus a 20% contingency of $47,866 to mitigate any unforeseen issues with supply chain surcharges and manufacturers price increases, for a total not-to-exceed amount of $287,195;
d. One (1) Ford F450 Dump Truck in the amount of $116,145 plus a 20% contingency of $23,229 to mitigate any unforeseen issues with supply chain surcharges and manufacturers price increases, for a total not-to-exceed amount of $139,374; and
e. One (1) Ford F350 Bin Truck in the amount of $111,906 plus a 20% contingency of $22,381 to mitigate any unforeseen issues with supply chain surcharges and manufacturers price increases, for a total not-to-exceed amount of $134,287.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Maintain the Current High Level of Public Safety
Operate in a Businesslike Manner

FISCAL IMPACT: The Fiscal Year 2023-24 Adopted Budget includes appropriations in the Equipment Services Fund for the purchase of vehicles listed above. The total cost of the vehicles recommended for purchase is $2,445,702.

BACKGROUND & ANALYSIS: The need for the following 14 vehicles is a result of growth throughout the City leading to increased operations:

- Two (2) EV Ford Transit vans requested by the Recreation Department.
- Three (3) EV Ford F150 Lighting pick up trucks requested by the Continuum of Care Department, the Broadband Department , and the Parks and Maintenance Department.
- Three (3) Ford F250 Utility Trucks requested for the Utilities Department (two vehicles) and the Facilities Department.
- One (1) Ford F450 Stake Bed for the Parks and Maintenance Department.
- Three (3) Ford F350 Utility Trucks for the Facilities Department (two vehicles) and the Parks and Maintenance Department.
- One (1) Ford F550 Aerial truck for the Broadband Department.
- One (1) Ford F350 Bin Truck for the Integrated Waste Department.

The two (2) EV Ford Transit vans and three (3) EV Ford F150 Lightning pick up trucks are the City's first fully electric fleet vehicles over 8,500 gross vehicle weight rating (GVWR). The California Air Resources Board's Advanced Clean Fleets Regulation mandates government agencies to ensure 50% of vehicle purchases over 8,500 GVWR are zero-emission beginning in January 2024. The purchase of the five (5) aforementioned electric vehicles is the City's first step in complying with this State mandate.

The following three (3) vehicles being requested are replacements for existing vehicles:

- One (1) Ford F450 Dump Truck
- One (1) John Deere 410 Backhoe
- One (1) Freightliner Cement Truck

The vehicles recommended for replacement have outlived their useful life and it is no longer cost effective to maintain them. They are scheduled for replacement pursuant to ongoing efforts to reduce expenses, maximize useful life expectancy, and extend replacement cycles of fleet equipment while ensuring safe and reliable operation.

In general conformation with the provisions of Government Code Section 54201 through 54204, Ontario Municipal Code Section 2-6.29 allows for the purchase of supplies and equipment through cooperative purchasing programs, pursuant to California Government Code Section 6502 and City of Ontario Resolution No. 91-141. Cooperative purchasing allows the City to pool its procurement power with other public agencies to obtain lower pricing than otherwise might be possible.

The tables below summarize the bid results for various vehicle purchases:

Bid No. 1716: Ford F350 E-Transit Vans

In November 2023, the City solicited Bids for two (2) Ford F350 E-Transit Vans. The results were as follows:

Two (2) Ford F350 E-Transit Vans		
SUPPLIER	**LOCATION**	**BID AMOUNT**
Transwest Truck	**Fontana, California**	**$135,342**
Martinez Dynamics	Ontario, California	$139,943

Bid No. 1718: Ford F150 Lighting

In November 2023, the City solicited Bids for three (3) Ford F150 Lighting pick up trucks. The results were as follows:

Two (2) Ford F150 Lightning Pick Up Trucks		
SUPPLIER	**LOCATION**	**BID AMOUNT**
Transwest Truck	**Fontana, California**	**$208,506**
Peoria Ford	Peoria, Arizona	$234,882

Bid No. 1722: Ford F250 Utility Trucks

In November 2023, the City solicited Bids for Ford F250 Utility Trucks and did not receive any qualifying bids that met our specifications.

The table below summarizes the quantity, type, requesting Agency, and price of each vehicle purchase:

QUANTITY	TYPE	DEPARTMENT	PRICE
2	Ford F350 E-Transit Vans	Recreation	$162,410
3	Ford F150 Lighting Pick Up Trucks	Continuum of Care, Broadband, Parks and Maintenance	$251,409
3	Ford F250 Utility Trucks	Utilities, Facilities	$238,800
1	Ford F450 Stake Bed	Parks and Maintenance	$150,034
3	Ford F350 Utility Trucks	Facilities, Parks and Maintenance	$431,477
1	Ford F550 Aerial	Broadband	$287,195
1	Ford F450 Dump Truck	Utilities	$139,374
1	Ford F350 Bin Truck	Integrated Waste	$134,287
1	John Deere 410 Backhoe	Utilities	$210,815
1	Freightliner Cement Truck	Parks and Maintenance	$439,901
TOTAL			**TOTAL**
17			$2,445,702

Cement Truck PKS/MT Replacement

VELOCITY
VEHICLE GROUP

11/22/2023

Mr. Manuel Rebolledo
City of Ontario
1425S. Bon View Ave.
Ontario CA 91764

Mr. Rebolledo:

Los Angeles Truck Center LLC Dba Velocity Vehicle Group will accept additional orders from the City of Ontario per the bid specs RFQ403819 from the City of Glendale for a 2025 Freightliner 114SD with Contech Barrel mixer per specs..

This was a published public bid on 8/28/23 on Planet bids. This bid was awarded to Los Angeles Truck Centers, LLC on September 18th 2023 on PO#62401374

Purchase order is attached. This offer is valid for 30 days.

I am available to answer any questions.

Respectfully,
James Blakely

James K. Blakely
Fleet and Government Sales

City of Glendale
Purchasing
141 N. Glendale Ave, Suite 346
Glendale, CA 91206
Phone: 818-548-2102
Fax: 818-956-3286

Purchase Order

Fiscal Year 2024

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **62401374**

Delivery must be made within doors of specified destination.

BILL TO
ACCOUNTS PAYABLE
141 N. GLENDALE AVE, STE 346
GLENDALE, CA 91206-4998
Phone: 818-548-2085
Fax: 818-956-3286

VENDOR
LOS ANGELES TRUCK CENTERS LLC
VELOCITY TRUCK CENTERS
PO DISTRIBUTION VIA EMAIL ONLY

Email: RCREIGHTON@VVGTRUCK.COM
Phone: 909-510-4406

SHIP TO
PW MECHANICAL MAINTENANCE
541 W. CHEVY CHASE DRIVE
GLENDALE, CA 91204-1813
Email: LDER-BEDROSIAN@GLENDALECA.GOV
Phone: 818-548-3952
Fax: 818-409-7001

Vendor Number	Date Ordered	Date Required	PO Expiration Date	Requisition No	Contract No
232472	09/18/2023	11/18/2024	06/30/2025	22402137	

Freight/Payment Terms	Department/Location	Delivery Reference/Contact	Buyer
DESTINATION/NET 30	PUBLIC WORKS		Garcia, Marizol

Item#	Description/Part No.	Qty	UOM	Unit Price	Extended Price
1	2025 MODEL YEAR 1114SD PLUS WITH 10YD CONCRETE MIXER BODY WITH LIFTABLE TRAILING ARM PER ATTACHED SPECIFICATIONS UNIT PRICE: $332,206.00 EA FOB GLENDALE, CA (INCLUDING DELIVERY) DOC FEE: $280.00 EA TIRE FEE: $17.50 EA SALES TAX: $34,079.82 EA QUANTITY: 1 TOTAL: $336,583.32 EA FOB GLENDALE, CA INCLUDING SHIPPING, TAX AND ALL FEES LEAD TIME: 400-420 DAYS DELIVERY INSTRUCTION: DELIVERY DAYS MONDAYS THROUGH THURSDAYS FROM 8:00 AM TO 3:00 PM ONLY. VENDOR SHALL CALL 818-548-3952 AT LEAST 48 HOURS IN ADVANCE WITH PURCHASE ORDER NUMBERS TO MAKE APPOINTMENT FOR VEHICLE/EQUIPMENT DELIVERY. FAILURE TO CALL IN ADVANCE MAY RESULT IN REJECTION OF DELIVERY AT VENDOR'S EXPENSE. IN ACCORDANCE WITH RFQ #403819 AND VENDOR'S RESPONSE DATED 09/09/2023.	1.0	EACH	$332,503.50	$332,503.50

This Purchase Order is subject to City of Glendale Purchase Order/Service Authorization Terms & Conditions posted on www.glendalepurchasing.org and available upon request.

Total Ext. Price	$332,503.50
Total Sales Tax	$34,079.82
Total Freight	$0.00
Total Discount	$0.00
Total Credit	$0.00
PO Total	**$366,583.32**

By: _____
Authorized Signature

VENDOR COPY

GENERAL SPECIFICATIONS
RFQ 403819
FREIGHTLINER 114SD PLUS WITH 10 YD CONCRETE MIXER BODY
WITH LIFTABLE TRAILING ARM

		YOUR SPECIFICATIONS
Year:	2023 or newer	2025 Model Year
Make:	Freightliner or equivalent	As Specified
Model:	114SD Plus or equivalent	114SD Plus
Body Type:	Revolution Bridgemaster 10 YD Concrete Mixer or Equivalent	As Specified
Body color:	White	As Specified
Wheelbase:	248 in.	As Specified
Cab to Axle:	164 in.	As Specified
G.V.W.R.:	60,000 lbs.	

ENGINE EQUIPMENT — As Specified - Items 1 - 16

1. Cummins L9N 320 HP @ 2000 RPM, 2200 GOV, N- GAS, 1000 LB-FT @ 1300 RPM, HHD
2. Fuel: CNG
3. 2010 EPA/CARB ULNOX/GHG21 CONFIGURATION
4. 2008 CARB EMISSION CERTIFICATION - EXEMPTED VEHICLE; NO CLEAN IDLE LABEL REQUIRED
5. STANDARD OIL PAN
6. ENGINE MOUNTED OIL CHECK AND FILL
7. SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER WITH SAFETY ELEMENT AND PASSIVE PRECLEANER
8. DR 12V 160 AMP 36-SI BRUSHLESS QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE
9. (2) DTNA GENUINE, FLOODED STARTING, MIN 2000CCA, 370RC, THREADED STUD BATTERIES
10. BATTERY BOX FRAME MOUNTED
11. STANDARD BATTERY JUMPERS
12. SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB
13. WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN
14. NON-POLISHED BATTERY BOX COVER
15. POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT
16. POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER

VENDOR NAME:

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GENERAL SPECIFICATIONS
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FREIGHTLINER 114SD PLUS WITH 10 YD CONCRETE MIXER BODY
WITH LIFTABLE TRAILING ARM

	YOUR SPECIFICATIONS
17. PROGRESSIVE LOW VOLTAGE DISCONNECT AT	As Specified - Items 17 - 43
18. 12.3 VOLTS FOR DESIGNATED CIRCUITS	
19. CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE	
20. ELECTRONIC ENGINE INTEGRAL WARNING AND DERATE PROTECTION SYSTEM	
21. SINGLE HORIZONTAL MUFFLER WITH HORIZONTAL TAILPIPE EXHAUST, RH MOUNTED	
22. ENGINE AFTERTREATMENT WIRING, OXYGEN SENSOR	
23. STANDARD EXHAUST SYSTEM LENGTH	
24. RH HORIZONTAL TAILPIPE, EXIT FORWARD OF REAR TIRES	
25. NO DIESEL EXHAUST FLUID TANK	
26. HORTON DRIVEMASTER ADVANTAGE ON/OFF FAN DRIVE	
27. AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON-ENGINE MOUNTED	
28. CUMMINS SUPPLIED FLEETGUARD COALESCING FILTER (LOW PRESSURE) CNG	
29. COMBINATION FULL FLOW/BYPASS OIL FILTER	
30. FLEETGUARD PLAIN COOLANT FILTER	
31. 1300 SQUARE INCH ALUMINUM RADIATOR	
32. ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT	
33. GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT	
34. CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES	
35. RADIATOR DRAIN VALVE	
36. DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH	
TRANSMISSION EQUIPMENT	
37. ALLISON 4500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	*As Equal - Allison 4000RDS with L9N.
38. ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV	
39. ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES	
40. PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY	
41. SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY	
42. PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE	
43. SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE	VENDOR NAME: _____

GENERAL SPECIFICATIONS
RFQ 403819
FREIGHTLINER 114SD PLUS WITH 10 YD CONCRETE MIXER BODY
WITH LIFTABLE TRAILING ARM

44. PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
45. SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
46. FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED
47. DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES
48. DIRECTION CHANGE ENABLED WITH MULTIPLEXED SERVICE BRAKES - ALLISON 5TH GEN TRANSMISSIONS
49. MAXIMUM ENGINE SPEED FOR PTO ENGAGEMENT 800 RPM
50. QUICKFIT BODY LIGHTING CONNECTOR AT END OF FRAME, WITH BLUNTCUTS
51. ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR
52. CUSTOMER INSTALLED CHELSEA 280 SERIES PTO
53. PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION ALLISON
54. MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN
55. PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED
56. TRANSMISSION PROGNOSTICS - ENABLED 2013
57. WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK
58. TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK
59. SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)

PTO

60. 65 MPH ROAD SPEED LIMIT
61. CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT
62. PTO MODE ENGINE RPM LIMIT - 2100 RPM
63. PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED OR PARK BRAKE NOT APPLIED
64. PTO RPM WITH CRUISE SET SWITCH - 700 RPM
65. PTO GOVERNOR RAMP RATE - 400 RPM PER SECOND
66. CRUISE CONTROL BUTTON PTO CONTROL
67. PTO SPEED 1 SETTING - 700 RPM
68. PTO SPEED 3 SETTING - 2000 RPM
69. PTO MINIMUM RPM – 700

YOUR SPECIFICATIONS

As Specified - Items 44 - 69

VENDOR NAME:

GENERAL SPECIFICATIONS
RFQ 403819
FREIGHTLINER 114SD PLUS WITH 10 YD CONCRETE MIXER BODY
WITH LIFTABLE TRAILING ARM

FRONT AXLE

70. DETROIT DA-F-20.0-5 20,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE
71. MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
72. NON-ASBESTOS FRONT BRAKE LINING
73. MERITOR STEELLITE X30 FRONT BRAKE DRUMS
74. FRONT OIL SEALS
75. VENTED FRONT HUB CAPS WITH WINDOW, CENTER, AND SIDE PLUGS - OIL
76. STANDARD SPINDLE NUTS FOR ALL AXLES
77. HALDEX AUTOMATIC FRONT SLACK ADJUSTERS
78. STANDARD KING PIN BUSHINGS
79. TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR
80. POWER STEERING PUMP
81. 4 QUART POWER STEERING RESERVOIR
82. OIL/AIR POWER STEERING COOLER
83. MINERAL SAE 80/90 FRONT AXLE LUBE
84. 20,000# TAPERLEAF FRONT SUSPENSION
85. MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION
86. FRONT SHOCK ABSORBERS

REAR AXLE

87. MT-40-14X 40,000# R-SERIES TANDEM REAR AXLE
88. 5.86 REAR AXLE RATIO
89. IRON REAR AXLE CARRIER WITH OPTIONAL HEAVY-DUTY AXLE HOUSING
90. MXL 18T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES
91. MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES
92. (1) INTERAXLE LOCK VALVE FOR TANDEM DRIVE AXLES
93. INDICATOR LIGHT FOR EACH INTERAXLE LOCKOUT SWITCH WITH IAD FEEDBACK
94. MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
95. NON-ASBESTOS REAR BRAKE LINING
96. STANDARD BRAKE CHAMBER LOCATION
97. CAST IRON OUTBOARD REAR BRAKE DRUMS
98. REAR OIL SEALS
99. WABCO TRISTOP D LONGSTROKE 2-DRIVE AXLE SPRING PARKING CHAMBERS
100. HALDEX AUTOMATIC REAR SLACK ADJUSTERS
101. CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE

YOUR SPECIFICATIONS

As Specified - Items 70 - 101

VENDOR NAME:

GENERAL SPECIFICATIONS
RFQ 403819
FREIGHTLINER 114SD PLUS WITH 10 YD CONCRETE MIXER BODY
WITH LIFTABLE TRAILING ARM

REAR SUSPENSION

102. HENDRICKSON HAULMAAX EX 40,000# REAR SUSPENSION
103. HENDRICKSON HAULMAAX/ULTIMAAX - 9.50" RIDE HEIGHT
104. 54 INCH AXLE SPACING
105. HENDRICKSON HN, HAULMAAX AND ULTIMAAX SERIES STEEL BEAMS WITH BAR PIN
106. FORE/AFT AND TRANSVERSE CONTROL RODS
107. DOUBLE REBOUND STRAP - INBOARD AND OUTBOARD

BRAKES

108. WABCO 4S/4M ABS WITH TRACTION CONTROL WITH ATC SHUT OFF SWITCH
109. REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES
110. FIBER BRAID PARKING BRAKE HOSE
111. STANDARD BRAKE SYSTEM VALVES
112. STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM
113. STD U.S. FRONT BRAKE VALVE
114. RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE
115. WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER
116. AIR DRYER MOUNTED INBOARD ON LH RAIL
117. ALUMINUM AIR BRAKE RESERVOIRS
118. BW DV-2 AUTO DRAIN VALVE WITH HEATER TO WET TANK; DRAIN VALVE CABLES ON ALL OTHER TANKS

WHEELBASE/FRAME

119. 6300MM (248 INCH) WHEELBASE
120. 11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI
121. 1600MM (63 INCH) REAR FRAME OVERHANG
122. FRAME OVERHANG RANGE: 61 INCHES TO 70 INCH
123. CALC'D BACK OF CAB TO REAR SUSP C/L (CA) 164.57 in
124. CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 161.57 in

YOUR SPECIFICATIONS

As Specified - Items 102 - 124

VENDOR NAME:

GENERAL SPECIFICATIONS
RFQ 403819
FREIGHTLINER 114SD PLUS WITH 10 YD CONCRETE MIXER BODY
WITH LIFTABLE TRAILING ARM

125. CALC'D FRAME LENGTH - OVERALL: 327.99 in
126. CALCULATED FRAME SPACE LH SIDE: 217.31 in
127. CALCULATED FRAME SPACE RH SIDE: 113.77 in
128. SQUARE END OF FRAME
129. FRONT CLOSING CROSSMEMBER
130. STANDARD WEIGHT ENGINE CROSSMEMBER
131. 5 PIECESVOCATIONAL MIDSHIP #1 CROSSMEMBER(S)
132. STANDARD REARMOST CROSSMEMBER
133. STANDARD SUSPENSION CROSSMEMBER

CHASSIS

134. 16.5 INCH PAINTED STEEL STRAIGHT BUMPER
135. BUMPER MOUNTING FOR SINGLE LICENSE PLATE
136. GRADE 8 THREADED HEX HEADED FRAME FASTENERS
137. EXTERIOR HARNESSES WRAPPED IN ABRASION TAPE
138. MIXER TRANSISTION PLATE AT BACK OF CAB
139. 2.5 INCH PROTRUSION ABOVE RAIL
140. CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD
141. NO LH FUEL TANK
142. PLAIN STEP FINISH

TIRES/WHEELS

143. MICHELIN XZY-3 425/65R22.5 20 PLY RADIAL FRONT TIRES
144. MICHELIN X LINE ENERGY D+ 275/80R22.5 14 PLY RADIAL REAR TIRES
145. ALCOA LVL ONE 82462X 22.5X12.25 10-HUB PILOT 4.68 INSET 10-HAND ALUMINUM DISC FRONT WHEELS
146. ALCOA ULA18X 22.5X8.25 10-HUB PILOT ALUMINUM DISC REAR WHEELS
147. POLISHED FRONT WHEELS; OUTSIDE ONLY
148. POLISHED REAR WHEELS; OUTSIDE OF OUTER WHEELS ONLY
149. FRONT WHEEL MOUNTING NUTS
150. REAR WHEEL MOUNTING NUTS

YOUR SPECIFICATIONS
As Specified - Items 125 - 150

VENDOR NAME:

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GENERAL SPECIFICATIONS
RFQ 403819
FREIGHTLINER 114SD PLUS WITH 10 YD CONCRETE MIXER BODY
WITH LIFTABLE TRAILING ARM

CAB EXTERIOR

151. 114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
152. AIR CAB MOUNTING
153. NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE
154. FRONT FENDERS
155. 3-1/2 INCH FENDER EXTENSIONS
156. LH AND RH GRAB HANDLES
157. BRIGHT FINISH RADIATOR SHELL/HOOD BEZEL
158. STATIONARY BLACK GRILLE WITH BRIGHT ACCENTS
159. CHROME HOOD MOUNTED AIR INTAKE GRILLE
160. FIBERGLASS HOOD
161. HOOD LINER, ADDED FIREWALL AND FLOOR HEAT INSULATION
162. DUAL 26 INCH RECTANGULAR POLISHED ALUMINUM AIR HORNS ROOF MOUNTED
163. DUAL ELECTRIC HORNS
164. DUAL HORN SHIELDS
165. REAR LICENSE PLATE MOUNT END OF FRAME
166. HALOGEN COMPOSITE HEADLAMPS WITH BRIGHT BEZELS
167. LED AERODYNAMIC MARKER LIGHTS
168. DAYTIME RUNNING LIGHTS
169. INTEGRAL STOP/TAIL/BACKUP LIGHTS
170. STANDARD FRONT TURN SIGNAL LAMPS
171. DUAL WEST COAST MOLDED-IN COLOR HEATED MIRRORS WITH LH AND RH REMOTE
172. DOOR MOUNTED MIRRORS
173. 102 INCH EQUIPMENT WIDTH
174. LH AND RH 8 INCH MOLDED-IN COLOR CONVEX MIRRORS M0UNTED UNDER PRIMARY MIRRORS
175. RH DOWN VIEW MIRROR
176. LH AND RH BRIGHT FINISH CROSS VIEW COMPLIANT HOOD MOUNTED CONVEX MIRRORS WITH SWING ARM MOUNTING
177. STANDARD SIDE/REAR REFLECTORS
178. COMPOSITE EXTERIOR SUN VISOR
179. 63X14 INCH TINTED REAR WINDOW
180. TINTED DOOR GLASS LH AND RH WITH TINTED OPERATING WING WINDOWS
181. RH AND LH ELECTRIC POWERED WINDOWS
182. 1-PIECE SOLAR GREEN GLASS WINDSHELD

YOUR SPECIFICATIONS

As Specified - Items 151 - 182

VENDOR NAME:

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RFQ 403819
FREIGHTLINER 114SD PLUS WITH 10 YD CONCRETE MIXER BODY
WITH LIFTABLE TRAILING ARM

183. 8 LITER (2 GAL) WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITHOUT FLUID LEVEL INDICATOR
184. WHITE WINTERFRONT

CAB INTERIOR

185. RUGGED TRIM PACKAGE
186. GRAY & CARBON VINYL INTERIOR "RUGGED"
187. CARBON WITH PREMIUM GUNMETAL ACCENT (RUGGED)
188. MOLDED PLASTIC DOOR PANEL
189. MOLDED PLASTIC DOOR PANEL
190. BLACK MATS WITH SINGLE INSULATION
191. (1)DASH MOUNTED 12V POWER OUTLET (1)DASH MOUNTED DUAL 2.1 AMP USB-C CHARGER
192. FORWARD ROOF MOUNTED CONSOLE
193. LH AND RH KICKPLATES
194. DIGITAL ALARM CLOCK IN DRIVER DISPLAY
195. (2) CUP HOLDERS LH AND RH DASH
196. M2/SD DASH
197. 10 LB. 4A80BC FIRE EXTINGUISHER WITH HEAVY DUTY MOUNTING BRACKET
198. METHANE DETECTION SYSTEM WITH (1) SENSOR IN CAB AND (1) SENSOR IN ENGINE COMPARTMENT
199. HEATER, DEFROSTER AND AIR CONDITIONER
200. STANDARD HVAC DUCTING
201. MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH
202. STANDARD HEATER PLUMBING
203. VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR
204. PREMIUM INSULATION
205. SOLID-STATE CIRCUIT PROTECTION AND FUSES
206. 12V NEGATIVE GROUND ELECTRICAL SYSTEM
207. STANDARD LED CAB LIGHTING
208. REMOTE KEYLESS ENTRY AND 2 TRANSMITTERS
209. ALL UNIT(S) KEYED ALIKE WITH CUSTOMER SPECIFIED KEY NUMBER FT1040
210. **KEY QUANTITY OF 3**
211. LH AND RH ELECTRIC DOOR LOCKS
212. TRIANGULAR REFLECTORS WITHOUT FLARES
213. BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WTIH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION

YOUR SPECIFICATIONS

As Specified - Items 183 - 213

VENDOR NAME:

GENERAL SPECIFICATIONS
RFQ 403819
FREIGHTLINER 114SD PLUS WITH 10 YD CONCRETE MIXER BODY
WITH LIFTABLE TRAILING ARM

YOUR SPECIFICATIONS
As Specified - items - 214 - 242

214. NO FRONT PASSENGER SEAT
215. LH AND RH INTEGRAL DOOR PANEL ARMRESTS
216. RUGGED CLOTH DRIVER SEAT
217. BLACK SEAT BELTS
218. ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN
219. 4-SPOKE 18 INCH (450MM) LEATHER WRAPPED STEERING WHEEL WITH CHROME SWITCH BEZELS
220. DRIVER AND PASSENGER INTERIOR SUN VISORS

INSTRUMENT/CONTROLS

221. DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY
222. 8 EXTRA PROGRAMMABLE SWITCHES/INDICATORS
223. ELECTRONIC ACCELERATOR CONTROL
224. NO INSTRUMENT PANEL-DRIVER
225. FULLY CONFIGURABLE CENTER INSTRUMENT PANELS
226. ENGINE REMOTE INTERFACE WITH PARK BRAKE INTERLOCK
227. LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM
228. (1) SINGLE BRAKE APPLICATION AIR GAUGE
229. DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE
230. DASH MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS
231. ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES
232. PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY
233. 2 INCH ELECTRIC FUEL GAUGE
234. ENGINE REMOTE INTERFACE WITH ONE OR MORE SET SPEEDS
235. ENGINE REMOTE INTERFACE CONNECTOR AT POWERTRAIN INTERFACE CONNECTOR
236. DIGITAL DUAL REAR AXLE TEMPERATURE IN DRIVER DISPLAY WITH SENSOR SHIELDS
237. ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE
238. 2 INCH TRANSMISSION OIL TEMPERATURE GAUGE
239. ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER
240. ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY
241. PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE
242. ELECTRIC ENGINE OIL PRESSURE GAUGE

VENDOR NAME:

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GENERAL SPECIFICATIONS
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FREIGHTLINER 114SD PLUS WITH 10 YD CONCRETE MIXER BODY
WITH LIFTABLE TRAILING ARM

243. QUICKFIT PROGRAMMABLE INTERFACE MODULE
244. TOP OF DASH RAM MOUNT WITHOUT POWER OR GROUND, FOR CUSTOMER FURNISHED DEVICE
245. AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH, USB AND AUXILIARY INPUTS, J1939
246. DASH MOUNTED RADIO
247. (2) RADIO SPEAKERS IN CAB
248. AM/FM ANTENNA MOUNTED ON RH SIDE MIRROR
249. POWER AND GROUND STUDS ON TOP OF DASH
250. TOP OF DASH MOUNT CB RADIO PROVISION WITH PLATE AND STRAPS
251. MULTI-BAND AM/FM/WB/CB LH MIRROR MOUNTED ANTENNA SYSTEM
252. ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER
253. STANDARD VEHICLE SPEED SENSOR
254. ELECTRONIC 3000 RPM TACHOMETER
255. (2) TMC RP1226 ACCESSORY CONNECTORS: (1) LOCATED BEHIND PASSENGER SIDE REMOVABLE DASH PANEL (1) CENTER OF OVERHEAD CONSOLE
256. IGNITION SWITCH CONTROLLED ENGINE STOP
257. TWO EXTRA HARDWIRED SWITCHES IN DASH, ROUTE TO UNDER CAB
258. HARDWIRE SWITCH #1, ON/OFF MOMENTARY, 20 AMPS IGNITION POWER
259. HARDWIRE SWITCH #2, ON/OFF MOMENTARY, 20 AMPS IGNITION POWER
260. PRE-TRIP INSPECTION FEATURE FOR EXTERIOR LAMPS AND SERVICE BRAKES
261. (1) OVERHEAD MOUNTED LANYARD CONTROL FOR DRIVER AIR HORN
262. DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY
263. SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY
264. ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR
265. SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT
266. INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY

YOUR SPECIFICATIONS

As Specified - Items 243 - 266

VENDOR NAME:

GENERAL SPECIFICATIONS
RFQ 403819
FREIGHTLINER 114SD PLUS WITH 10 YD CONCRETE MIXER BODY
WITH LIFTABLE TRAILING ARM

MIXER BODY

267. **BRIDGEMASTER** 10 YARD MIXER BODY WITH LIFTABLE TRAILING ARM TAG AXLE **OR EQUIVALENT**
268. MAKE **REVOLUTION OR EQUIVALENT**

DRUM MATERIAL		
269.	CAPACITY	10.5 YARD
270.	DISCHARGE OPENING	42" OPENING
271.	DRUM PROFILE	STANDARD (R77 DRUM)
272.	FIN THICKNESS	1/4" THICK
273.	HEAD THICKNESS	1/4" THICK
274.	SKIN THICKNESS	3/16" THICK
275.	TAIL CONE THICKNESS	3/16" THICK
DRUM		
276.	DRUM TYPE	STEEL DRUM
277.	HATCHES, BOLTED	ONE - OVAL
278.	ROLLER TRACK	STANDARD ROLLER TRACK
279.	SURGE FINS	BOLTED
EXTENSION CHUTE		STEEL
280.	Extension Chute 1	STEEL, SOLID WELD
281.	Extension Chute 2	STEEL, SOLID WELD
282.	Extension Chute 3	STEEL, SOLID WELD
CHUTE OPTIONS		
283.	CHUTE RACK 1	VERT HANGING PSD REAR PED. 3PL
284.	CHUTE LOCK	AIR CHUTE
285.	FOLD OVER HANDLE	STANDARD
286.	FOLD OVER OPERATION	SPRING CHUTE ASSIST
287.	MAIN CHUTE CLEVIS	STANDARD CLEVIS
288.	MAIN CHUTE SWING	MANUAL OPERATION
CHUTE COLLECTOR HOPPER		DROP HOPPER W/ FLIP UP CYLINDER
289.	CHARGE HOPPER HEIGHT	4" DROP
290.	CHARGE HOPPER STYLE	FLIP UP
291.	COLLECTOR STYLE	STANDARD
292.	FOLD OVER	TRANSITIONAL 30"
293.	MAIN	5 FOOT CHUTE
CHARGE HOPPER COLLECTOR		
294.	COLLECTOR BIB	POLY BIB FULLY ENCLOSED
295.	HOPPER CYLINDER BOOT	
296.	HOPPER DOWN IN REVERSE	

YOUR SPECIFICATIONS
As Specified Items - 267 - 296

VENDOR NAME:

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GENERAL SPECIFICATIONS
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FREIGHTLINER 114SD PLUS WITH 10 YD CONCRETE MIXER BODY
WITH LIFTABLE TRAILING ARM

FRONT PED		
297.	FRONT PEDESTAL THICKNESS	3/16" THICK
298.	F AND R PED LIFT EYE MARYLAND	
299.	LUBE SYSTEM	REMOTE ROLLER LUBE A-FRAME
300.	NUMBER OF GREASE LOC	3 POINT
301.	REAR PED LDR GRAB RAILS	EXTENDED LOWER GRAB HANDLES
302.	REAR PED LADDER PLTF	DUST SHROUD COMPATIBLE
303.	REAR PED ROLLER GUARD	BOTH
304.	REAR PEDESTAL COVERS	
305.	REAR PEDESTAL THICKNESS	3/16" THICK
306.	WATER INJECTION PIPE	SINGLE PIPE
Hydraulics		PMP 5.4 STEEL ROUND WITH DRAIN
307.	DRUM TRANSMISSION	PMP PMB 7.1 STRAIGHT DRIVE
308.	HYDRAULIC MOTOR	5.4 CUBIC INCH
309.	HYDRAULIC RESERVOIR	STEEL ROUND WITH DRAIN
310.	HYDRAULICS PUMP	5.4 CUBIC INCH EATON
Controls		EP ARMREST - 3 BUTTON
311.	CAB CONFIGURATION	ARMREST
312.	CONSTANT SPEED	
313.	CONTROL SYSTEM	INSIGHT MIXER SYSTEM (TOUCH)
314.	REAR PENDANT CABLE	25 FOOT PENDANT
Hydraulic/Control		
315.	BM PRESSURE GAUGE	BOTH INSIDE CAB AND OUTSIDE
316.	BRIDGEMASTER START/STOP	
317.	CABLE WRAP BRACKET PLATFORM	
318.	CHUTE HOSE BULK HEAD	
319.	HYD HOSE ROUTING	ROUTED BETWEEN FRAME RAILS
320.	HYD MOTOR SPEED SENSOR	QUAD
321.	HYDRAULIC TEMP READOUT	
322.	REAR PENDANT LOCATION	LOWER LADDER PLATFORM
Water Tank		ALUMINUM 125 GALLON SIDE MOUNT DRIVERS SIDE
323.	CAPACITY TANK 1	125 GALLON
324.	LOCATION TANK 1	SIDE MOUNT, D SIDE
325.	TANK MATERIAL	ALUMINUM
326.	WATER FILL 1	TOP FILL STANDARD
327.	LOWER WASHOUT VALVE	BALL VALVE
328.	PLUMBING ROUTING WINTERIZATION	FENDER SLOPE W/DRAIN &

YOUR SPECIFICATIONS

As Specified - Items 297 - 328

VENDOR NAME:

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WITH LIFTABLE TRAILING ARM

	YOUR SPECIFICATIONS
ACCESSORIES	As Specified - Items 329 - 332
329. SIX (6) ECCO DIRECTIONAL LEDS (AMBER STROBE LIGHTS) MODEL # ED3702AC MOUNTED IN THE FOLLOWING CONFIGURATION... TWO (2) MOUNTED ON FRONT BY HEADLIGHTS, ONE (1) EACH ON EACH (LEFT AND RIGHT) MIDDLE OF MIXER BODY AND TWO MOUNTED ON REAR BY TAIL LIGHTS	
330. ONE (1) ECCO EXTERIOR BACK-UP ALARM MODEL # SA931N	
331. NIGHT POUR LIGHTING	
332. BACK UP CAMERA SYSTEM WITH THE OPTION TO HAVE REAR VIEW WHEN NOT IN REVERSE WITH MONITOR MOUNTED ON TOP FRONT CENTER OF CAB	
WARRANTY	
Standard factory warranty shall be provided and become effective from the date that the purchased equipment is placed in service. Minimum three (3) years/36,000-mile warranty. Cummins L9N 5 Yrs./150,000 Miles - Allison 4000 Trans 5 Yrs./Unlimited	
Vendor state warranty: Chassis 3 Yrs. - Mixer Body 1 Year.	
The warranty certificate(s) and/or card(s) shall be provided at time of delivery.	As Specified
Vehicle(s) to be equipped with all equipment normally furnished by the manufacturer. All vehicle(s) are to comply with Federal, State Highway, CAL-OSHA, Laws, Rules and Regulations. Must comply with AQMD rule 1191	As Specified
REGISTRATION	
Dealer shall register the vehicle with the State of California Department of Motor Vehicle (DMV). Such registration will be for exempt plates for government use, register as follows:	As Specified
City of Glendale 541 W. Chevy Chase Drive Glendale, CA 91204	
All questions regarding this bid shall be posted on the PlanetBids portal.	
	VENDOR NAME:

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Solicitation Number: RFP # 011723

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and John Deere Construction Retail Sales a division of John Deere Shared Services LLC, DBA John Deere Construction Retail Sales, 1300 River Drive, Moline, IL 61265 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Heavy Construction Equipment with Related Attachments and Technology from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires April 14, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. The John Deere Warranty Statement describes covered items and services when returning Damaged Equipment and

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Products. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity. Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

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B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee. Any state that requires a Sourcewell participating addendum with an additional admin fee, we reserve the right to reduce the list price discount to accommodate this additional fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

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F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

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a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

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16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

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18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

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5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier.

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E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Intentionally Omitted.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

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Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz
Title: Chief Procurement Officer
Date: 4/4/2023 | 2:30 PM CDT

John Deere Construction Retail Sales a division of John Deere Shared Services LLC, DBA John Deere Construction Retail Sales

DocuSigned by:
By: Mark Oliver
1CAF73242BB647F...

Mark Oliver
Title: Manager Contract Sales
Date: 4/5/2023 | 8:05 AM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...

Chad Coauette
Title: Executive Director/CEO
Date: 4/5/2023 | 8:20 AM CDT

RFP 011723 - Heavy Construction Equipment with Related Attachments and Technology

Vendor Details

Company Name:	John Deere Shared Services LLC
Does your company conduct business under any other name? If yes, please state:	John Deere Construction Retail Sales a division of John Deere Shared Services LLC
Address:	1300 River Drive Moline, IL 61265
Contact:	Brooke DeVol
Email:	ForsbergBrookeL@JohnDeere.com
Phone:	309-207-0431
HST#:	36-2382580

Submission Details

Created On:	Monday November 28, 2022 09:24:58
Submitted On:	Thursday January 12, 2023 14:48:05
Submitted By:	Brooke DeVol
Email:	ForsbergBrookeL@JohnDeere.com
Transaction #:	17731346-34ec-484a-83d5-3fc1c1f49270
Submitter's IP Address:	165.225.57.43

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	John Deere Construction Retail Sales a division of John Deere Shared Services LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Not Applicable	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	John Deere Construction Retail Sales JDCRS John Deere Construction & Forestry	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code: 3PSD7 UEI: ED9BLXH3Hg21	*
5	Proposer Physical Address:	1300 River Drive Moline, IL 61265	*
6	Proposer website address (or addresses):	www.deere.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Mark Oliver, Manager Contract Sales 1300 River Drive Moline, IL 61265 OliverMarkR@JohnDeere.com 309-748-3418	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Brooke DeVol, Contract Administrator 1300 River Drive Moline, IL 61265 ForsbergBrookeL@JohnDeere.com 309-207-0431	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mark Oliver, Manager Contract Sales 1300 River Drive Moline, IL 61265 OliverMarkR@JohnDeere.com 309-748-3418	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	We Run Like No Other. We conduct business essential to life. Running for the people who trust us and the planet that sustains us, we create intelligent connected machines that enable lives to leap forward. See our higher purpose: https://www.deere.com/en/our-company/higher-purpose/ John Deere customers are at the center of everything we do. We rely on more than 180 years of experience and terabytes of precision data to know them and their businesses better than anyone else. Our easy-to-use technology helps deliver results they see in the field, on the job site, and on the balance sheet. We ensure seamless access to parts, services, and performance upgrades from take home to trade-in by providing world-class support throughout the lifecycle of their equipment, with productivity and sustainability always in mind. We never forget that we're here to help life leap forward. Deere & Company at a glance: https://www.deere.com/assets/pdfs/common/our-company/deere-&-company-at-a-glance.pdf	*

11	What are your company's expectations in the event of an award?	Our expectation, if we are awarded, is to continue working with Sourcewell to provide governmental customers the best option for acquiring our Construction and Compact Construction products. The John Deere Governmental Sales Team will continue to train our dealers on how to present Sourcewell and the benefits the contract offers to continue growing our sales. Since our training plan was rolled out in late 2016, our sales on this contract have had significant growth and our expectation is to continue that trend in the market place.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	John Deere has a long history and attached in supplemental documents is our most recent annual report from 2021. Our 2022 fiscal year just concluded on October 31, 2022 and the annual report is not published at this time.	*
13	What is your US market share for the solutions that you are proposing?	While we do not publicly state market share position, John Deere Construction & Forestry holds a top level market share position across our entire product portfolio in the US.	*
14	What is your Canadian market share for the solutions that you are proposing?	While we do not publicly state market share position, John Deere Construction & Forestry holds a top level market share position across our entire product portfolio in Canada.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No bankruptcy proceedings have taken place.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	John Deere Construction Retail Sales (JDCRS) is based in Moline, IL and is responsible for growing sales in the governmental segment for the Construction & Forestry Division of John Deere. All employees of JDCRS are full time John Deere employees. This sales team is responsible for training our dealers on governmental business, contracts and sales processes. Specific to supporting the Sourcewell contract, the account managers, contract manager and sales support team are responsible for educating the dealers on the quoting, ordering and delivery process of products sold on the Sourcewell contract. All dealers are required to go through a contract training program either in person or virtually via Microsoft Teams to become an authorized seller on our contract. This process has been the main driver of our growth since it was launched in 2016. We do retain the right to sell direct if required or the dealer has not completed our training program. Upon award of this new contract, we are revamping our training process to leverage our John Deere University online training system to make it easier and more efficient for the dealer field staff to become trained and certified on the Sourcewell contract.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	John Deere maintains all licenses and certifications necessary to conduct its business around the world. This is supported by our Supply Management, Engineering, Safety, Accounting, Human Resources and Tax and Legal Departments. John Deere self-audits and has regular outside audits performed by Deloitte & Touche for compliance with all required licenses, certifications and regulations.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	There are no suspensions or disbarments to note.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	John Deere has received numerous levels of recognition and awards worldwide for quality production standards, environmental responsibility, ethics, diversity, safety and corporate citizenship. Page 12 of the 2021 Annual Report (attached in the documents section of the response) showcases some of our business highlights and the list of 2021 Awards and Recognitions. Also, attached within the documents section is our 2021 Sustainability Report for John Deere.	*
20	What percentage of your sales are to the governmental sector in the past three years	Customer and segment specifics for John Deere sales are not shared publicly. For the industry as a whole that we participate in, approximately 10-15% of sales for Construction and Compact Construction Equipment are sold to governmental agencies across North American each year.	*
21	What percentage of your sales are to the education sector in the past three years	Our education sector sales is a low percentage of our total governmental business but education entities have utilized the Sourcewell contract previously. For construction and compact construction equipment it is generally reported as a local or state level sale.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	NASPO, as well as state participating addendums through this contract H-GAC TASB BuyBoard We also hold on average 5-10 individual state contracts outside of cooperative purchasing contracts. Sales figures are not publicly shared on any of these contracts.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA DLA US Fish & Wildlife, IDIQ Sales figures are not publicly shared on any of these contracts.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Murphy Tractor & Equipment; an authorized dealer with a vast customer base with Sourcewell purchases.	Cole Iverson VP of Sales	507-320-8826	*
Brandt Tractor Ltd.; an authorized dealer with a vast customer baes with Sourcewell purchases.	Lloyd Norminton Government Sales Manager	780-486-6786	*
RDO Construction Equipment MW; an authorized dealer with a vast customer base with Sourcewell purchases.	Jesse Miller Government Sales Manager	952-882-2752	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
New York State	Government	New York - NY	Sourcewell and Sourcewell participating addendum sales.	We averaged 172 sales per year over the last 3 years within the state of New York.	We averaged 19 million dollars per year over the last 3 years within the state of New York.	*
State of Ohio	Government	Ohio - OH	Sourcewell sales. Ohio STS contract was also held and is now expired. These sales are not publicly shared from our office. 2022 Q4 is our first full quarter of our Sourcewell PA contract being rolled out in Ohio.	Previous contracts in Ohio averaged 38-50 transactions per year.	Previous contracts in Ohio averaged 3-5 million dollars per year.	*
United States Air Force	Government	Pennsylvania - PA	DLA Military Sales	Not publicly shared from our office.	Not publicly shared from our office.	*
Florida Forest Service	Government	Florida - FL	Florida Forest Service contract	Not publicly shared from our office.	Not publicly shared from our office.	*
Louisiana DOT	Government	Louisiana - LA	State DOT contract	Not publicly shared from our office.	Not publicly shared from our office.	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Sales is covered by our independent dealer network that has been trained and certified on the Sourcewell sales processes. We have dealer standards that require a minimum sales person to customer ratio to ensure proper sales coverage and response time.	*
27	Dealer network or other distribution methods.	There are nearly 400 dealer locations in the U.S., authorized to sell John Deere construction equipment products and another 60 covering Canada. There are roughly 1400 dealer locations in the U.S. authorized to sell compact construction equipment another 500 across Canada. These John Deere dealers sign contracts to sell and service John Deere products in their assigned areas. We have dealer standards that require a minimum sales person to customer ratio to ensure proper sales coverage and response time.	*
28	Service force.	This is covered fully by our dealers. Our dealers standard policy also has a minimum service technician to machine base ratio to ensure the best service and response time.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	We have two processes for ordering products on our Sourcewell contract. The majority of our sales are ordered by authorized selling dealers that have been trained and certified by our John Deere Government Sales office. Upon delivery of an order we have a sales reporting automated process to capture the sales for reporting to Sourcewell. For dealers that may not be certified yet, our John Deere Government Sales office reserves the right to order direct.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	A professional, capable, well-trained, well-capitalized dealer network is one of John Deere's competitive advantages. Our dealers, backed by John Deere, provide local customer support, repairs, maintenance and parts. John Deere has authorized dealers in all 50 U.S. states and all across Canada. There are nearly 400 dealer locations in the U.S., authorized to sell John Deere construction equipment products and another 60 covering Canada. There are roughly 1400 dealer locations in the U.S. authorized to sell compact construction equipment and another 500 across Canada. These John Deere dealers sign contracts to sell and service John Deere products in their assigned areas. We also have a certified technician training program to ensure quality service for our customers. There are also multiple regional parts depots across North America for the best parts availability in the industry. Dealers must submit an annual business plan that contains their commitment to effectively selling and supporting all potential customer in their area, including but not limited to commercial accounts, national accounts, and state, county, and local governmental agencies. Customer can count on John Deere construction dealers to support our products and customers.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	All areas of the U.S. will be served.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	All areas of Canada that Sourcewell has a defined partner (such as Canoe) will also be served.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	All areas of the U.S. will be served. All areas of Canada that Sourcewell has a defined partner (such as Canoe) will also be served.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Any agency that John Deere defines as a governmental customer and is also eligible to be a Sourcewell member will qualify for the discounts on our contract. John Deere Construction & Forestry defines a governmental customer as the following: 1. Federal, state/provincial, county, municipal and local governmental agencies 2. Hospitals and state/provincially accredited schools (both public and private) 3. Special government and/or taxing districts that have authority to levy taxes and/or issue tax free municipal bonds (ex. airports) 4. Governmental facilities run by independent management groups qualify only if a governmental agency issues the purchase order and retains ownership. Ownership by the management group voids discount eligibility. 5. Non-governmental utilities or departments or divisions of them that provide has, water, electrical, or telephone service directly to commercial or home users 6. Governmental agencies or departments or divisions of them that provide recycling or waste service directly to commercial or home users. Companies or departments or divisions of these utilities that do not provide service directly to commercial or home users do not qualify 7. North American Indian Tribal Councils 8. Non-profit agencies exempt from state/provincial and federal taxes 9. All Municipal Railroads	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The John Deere Construction & Forestry Division has assigned dealers in both Alaska and Hawaii. As is the case for the continental U.S. (CONUS), factory to dealer freight as well as local delivery by dealer to end-user will be quoted and invoiced for any applicable areas outside of the continental U.S. (CONUS). Location specific factors related to moves by ocean, barge, inland, etc. will affect final delivery date.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Since our "authorized selling dealer" initiative that was rolled out in late 2016, our marketing plan has focused on getting our dealer network to understand the power of cooperative purchasing, specially the Sourcewell contract. Our dealers are closer to the end use customers and understand their business and product needs better than our small team here in Moline, IL. Once we got the dealers fully bought in on the power, ease of use and importance of the contract, the sales numbers took off year over year. Our plan for the new contract is to continue this with our dealer network.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	John Deere has a great public website with information about our entire product line. We also have a link to a variety of governmental contracts that are available. In addition to those site, we also allow the customer to build their own machine online so they can see the options that are available before they contact their local dealer. https://www.deere.com/en/ https://www.deere.com/en/construction/ https://www.deere.com/en/government-and-military-sales/ https://www.deere.com/en/government-and-military-sales/state-and-local-purchasing/ https://configure.deere.com/cbyo/#/en_us/products Our marketing communications group runs a variety of social media promotions including a YouTube channel (https://www.youtube.com/user/JohnDeere) and Facebook page (https://www.facebook.com/JohnDeereUSCA/). The message on these sites changes periodically but it is primarily focused on the benefits of the John Deere relationship and how we are close to our customer.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	From the John Deere perspective, there are three key components to promoting the Sourcewell contract: Sourcewell, John Deere Construction Retail Sales (JDCRS), and our dealer network across the US and Canada. Each has a key role to the success of the continued and incremental sales increases each year. Sourcewell's job is to continue to promote the brand to eligible members so they understand the basics of cooperative purchasing and the benefits of membership. JDCRS has the responsibility to train the dealers on sales processes (ceiling price, discount structure, ordering and delivering of products), how to determine if a customer is already a member and how to assist a customer that is not a member how to become a member. Our dealer's responsibility is to help identify the right product for the job and how to find the easiest, most cost effective way to source that product/solution. We believe that Sourcewell provides one of the best tools available to eligible customer and we will continue to promote that in our annual training. We work with our dealers and support them at any regional conference or training opportunity that helps promote the brand of all three entities. Open communication between all three parties is the key for future success and incremental sales gains on the next contract.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We are investigating e-procurement options for certain product families in the future but those are not available at this time. Due to the customizable nature of products and services, there are many possible configurations for each model. Many build-code dependencies must be taken into consideration for a properly functioning machine to be built. For that reason, we feel it is best to contact the local dealer for machine configuration guidance prior to requesting a contract quote.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training on equipment operation and safety is provided through the local dealer. At time of delivery, the dealer provides an introductory walk-around of the unit, explaining general operation and maintenance procedures, free of charge as part of the purchase. Additional product or specific system training is optional and quoted by the local dealer.	*

41	Describe any technological advances that your proposed products or services offer.	John Deere C&F products offer a variety of technology solutions that work to eliminate rework, improve jobsite safety, counteract labor shortages and increase efficiency. Information on those initiatives is public and can be found at the following link: https://www.deere.com/en/technology-products/precision-construction-technology/ There was also a magazine published in the Fall of 2021 that focused on technology and its place in our industry. A link to that publication is below. THE DIRT publication, Fall 2021. https://www.deere.com/assets/pdfs/common/industries/construction/publications/the-dirt-fall-2021-dkmag265c-cv.pdf John Deere has also published what is known as our "Leap Ambitions" and that is also public. Our strategy for the Construction & Forestry Division is by 2026, we will deliver: • 20+ electric and hybrid-electric product models. • Earthmoving: Increase SmartGradeTM grade control adoption to 50%. • Forestry: Boost Intelligent Boom Control adoption to 100%. • Roadbuilding: Increase Precision Roadbuilding Solution adoption to 85%. More information on our Leap Ambitions can be found at: https://www.deere.com/en/our-company/sustainability/sustainability-report/leap-ambitions/ Technology advances in our products is vitally important and was on display at CES 2023 where our CEO was the keynote speaker on day 1. Information can be found at CES2023.deere.com	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	John Deere has been very public with these initiatives and more can be found on our website in our most recently published Sustainability Report. https://www.deere.com/en/our-company/sustainability/sustainability-report/ "Our next leap is ELECTRIC" is another informative piece discussing the future of electrification at John Deere. https://www.deere.com/en/our-company/electrification/	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	In October 2022, John Deere received an award for the SBTi Validation of Greenhouse Gas Emission Reduction. https://www.deere.com/en/news/all-news/john-deere-receives-sbti-validation-of-greenhouse-gas-emission-reduction-targets/ In 2021 John Deere acquired majority ownership of Kreisel Electric. https://www.kreiselelectric.com/johndeere/	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	John Deere is committed to Supplier Diversity. Each year we submit to GSA a commercial plan that outlines our commitment to use WMBE's, SBE's, and other MBE's suppliers in support of our business. We also have signed on with two small business partners to learn about small business and partner with them to meet demand for products with a small business designation in the Federal market as well as help grow their businesses. Our partners are The Akana Group (Native American owned small business, small business, HUBZone certified) and Bravo (Service Disabled Veteran-Owned Business). If opportunities arise in the cooperative world for small business designation, we are prepared to grow that segment as well.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	John Deere has a very strong presence as a construction equipment and compact construction equipment provider. John Deere is also the world's leading manufacturer of agricultural equipment. Additionally, John Deere Financial is one of the largest equipment finance companies. Valuable Extras: 1) Genuine John Deere Parts - highest quality parts for the highest quality equipment. -Regional parts depots strategically placed around North America for the best parts delivery response. 2) John Deere Connected Support – Allows customers to: - Monitor alerts for the machine remotely. - Monitor engine hours and utilization. - View machine location and get driving directions to the jobsite. - Monitor fuel level and idle time. 3) John Deere Connected Support – Allows dealers to: - Monitor alerts coming from the customers machine. - Remotely connect to a customers machine for real-time diagnostics. - Leverage Expert Alerts from John Deere to address potential future downtime. - Perform software updates from the dealership.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Construction equipment has basic warranty of 12 months/unlimited hours. The standard warranty general provisions including parts and labor is attached to this RFP submission. Compact construction equipment has a basic warranty of 24 months or 2,000hrs whichever occurs first.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Extended warranty is available as a separate purchase, not on this RFP, through our local dealers. Extended warranty has a year and hour limitation with each purchase. An example is 3 year 5,000hr power train/hydraulics extended warranty option.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No, TTM is not covered within our warranty.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No, we can cover the entire U.S. and Canada with our dealer network.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Third party warranties are handled by the original OEM of that attachment.	*
51	What are your proposed exchange and return programs and policies?	As noted in the standard warranty document, "John Deere will repair or replace, at its option, any parts… of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship." See attached standard warranty document for full text explanation.	*
52	Describe any service contract options for the items included in your proposal.	John Deere does not offer any service contracts within this RFP. Service contracts and extended warranty options are available for customers from their local dealer and can be quoted to them at time of purchase.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	JDCRS' only option for payment terms is Net 30 Days for direct sales. Since the majority of our deals are purchased through one of our authorized dealers, there are financing options available (JD Financial) that can be negotiated before finalizing the deal.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	JDCRS (contract vendor) does not play a role in leasing, financing or payment terms other than Net 30 Days. John Deere Financial offers leasing/financing options. The John Deere Municipal Lease Purchase Plan is a special low-rate financing plan that is designed to provide flexibility of leasing while building equity toward ownership of the John Deere equipment. Any state or local government body, or their political subdivisions, having the power to tax may be eligible for the John Deere Municipal Lease Purchase Plan, subject to approval. John Deere Financial also offers other leasing and financing options for governmental, educational and non-profit entities, subject to approval. All leasing and financing options are handled through the local dealer and John Deere Financial. The lease/finance provider funds the contract sales invoice within 30 days.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Our John Deere dealers use approved applications in their business system to provide quotes to customers stating the approved contract discount rate. The quote contains terms and conditions for the quote and terms for payment when a PO is issued. For direct sales through our office similar documentation is used and is available in the document upload section.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	P-card payments are accepted with a 3% processing fee added to the contract quote. P-card usage is to be made known at time of quote request. Customer PO must cover the added fee.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Each model will have a discount associated to it which applies to all options of that model fully configured, base coded attachments will have a separate discount schedule. Third party attachments (AT and BYT kits) are not part of this RFP proposal and are available for separate purchase by our dealer. The model and discount schedule is attached. Full current price pages will be submitted upon successful award. Any price changes or model updates will be submitted through the PnP process.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Quotes are provided to the customer with a discount off of current list price. Quotes are price protected for a period of 30 days as long as a PO is received within that 30 day period. See attached pricing & discount schedule as well as the example quote for our proposal on this RFP.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	We offer two different volume discounts between our construction equipment (CE) portfolio and our compact construction equipment (CCE) portfolio due to the difference in acquisition costs of the larger construction equipment verses the smaller compact construction equipment. CE: 5-7 machines = 1%, 8-14 machines = 2%, 15+ machines = 3% CCE: 8-14 machines = 1%, 15+ machines = 3%	*
60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Sourced or open market items are not part of our RFP response but we do allow dealers to quote these as dealer provided items as a separate line item on the quote. Discounts will not be applied to these open market items. Quotes for these products are negotiated directly through the customer and our dealer network.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The following will not be included: 1. Dealer provided goods and services: Non-factory goods and services (third party items) will be quoted by dealer at the customers request. 2. Set-up and installation fees: These charges will be quoted by the dealer and are not part of this RFP. 3. Pre-Delivery Inspection (PDI): A PDI is performed on all new machine purchases to ensure proper fluid levels, check system pressures, verify accurate system operation, and cleaning of the unit prior to delivery. The cost of the PDI is quoted by the dealer and will vary by machine model and complexity. Taxes: Local taxes, if applicable, will be assessed.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery and shipping are charged to the customer and added to the quote as separate line items.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, delivery and shipping are charged to the customer and added to the quote as separate line items just as they are for all participating entities. Travel that occurs by ocean, barge or inland may affect the delivery time of the machine.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	If a customer has a unique request, we can review at that time, otherwise there are no unique methods offered in this RFP.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Sourcewell has become our most valued contract to our dealer network for governmental business. We will continue to use our best available discount schedule to support this contract.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Our dealers are required to participate in a contract sales training class to ensure they are promoting the contract per the Terms and Conditions of our RFP response. Dealers are made aware of how to obtain the effective price date of the contract, so the customer is being quoted accurately. Whenever there is a price change approved by Sourcewell, we communicate that information via our dealer bulletin process and post on our dealer microsite. We also use an automated settlement process where a dealer utilizes a program ID code so that we can accurately capture the sales each quarter for our internal review and submit to Sourcewell for the payment of our admin fee. We will also be launching a new quoting process to simplify the quoting process for many of our dealers to ensure accurate pricing per the terms and conditions of our contract.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Upon award of this contract, we track the sales performance of each dealer group across the US and Canada to achieve our market share goals for construction equipment and compact construction equipment in the governmental segments. This has worked well for this contract to date, and we will continue to use this market share metric to keep our dealers accountable for performance.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We have had great success growing and expanding the utilization of this contract for all our dealers in the US and Canada and will continue this growth by providing a 0.5% admin fee to Sourcewell on all contract items. Third party attachments or non-contract items (dealer provided items) are not subject to the admin fee. The total calculated admin fee is payable each calendar quarter to Sourcewell.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We will be offering our complete line of construction equipment and compact construction equipment, as well as base coded attachments. Product families include Articulated Dump Trucks, Backhoes, Compact Track Loaders, Crawler Dozers, Crawler Loaders, Excavators, Compact Excavators, Tractor Loaders, Motor Graders, Skid Steer Loaders, Wheel Loaders and Compact Wheel Loaders. All services including product support, part support, and warranty work will be provided by our authorized dealers and not part of this contract.	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A	*

Table 148: Depth and 8readth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Categor\ or T\pe	Offered	Comments
71	Wheeled, tracked, and backhoe loaders	(•) Yes ( ) No	
72	Motor Graders	(•) Yes ( ) No	
73	Wheeled and tracked excavators	(•) Yes ( ) No	
74	Bulldozers, compactors, scapers, articulated and rigid haulers	(•) Yes ( ) No	We do not offer rigid haulers. Compactors are offered on the separate Wirtgen contract.
75	Cranes	( ) Yes (•) No	
76	Accessories or attachments for the offering in #71-75 above	(•) Yes ( ) No	We will be offering base coded attachments at time of whole goods purchase or separately if needed. AT kits and BYT kits (third party attachments) are not part of this contract.
77	Technology or services for the offering in #71-75 above	(•) Yes ( ) No	-' /ink Telematics, Grade Control, and Slope Control are examples of these technology services that are available as options on certain products.

Table 14C: Required Offering of Equipment

Indicate below if the proposer's proposal includes at least one (1) of the following listed types or classes of equipment. Provide additional comments in the text box provided, as necessary.

Line Item	Categor\ or T\pe	Offered	Comments
78	Wheel loader with published net horsepower (HP) of at least 300 HP	(•) Yes ( ) No	We offer 4 wheel loaders that meet this spec requirement.
79	Wheeled or tracked excavator with a published net horsepower (HP) of at least 150 HP	(•) Yes ( ) No	We offer 10 excavators that meet this spec requirement.
80	Motor Grader with a published maximum operating weight of at least 30,000 lbs.	(•) Yes ( ) No	We offer 8 motor graders that meet this spec requirement.
81	Rough terrain, all terrain, crawler, floating, lattice, or telescopic crane with a published maximum lifting capacity of at least 300 tons and a published maximum boom length of at least 150 feet	( ) Yes (•) No	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - RFP 011723 Model & Discount Schedule.pdf - Monday January 09, 2023 11:48:21
- Financial Strength and Stability - Deere-Co_Annual-Report-2021.pdf - Tuesday November 29, 2022 12:34:40
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - US CAN deere wty stmt.pdf - Tuesday December 06, 2022 10:27:02
- Standard Transaction Document Samples - Sample Sourcewell Quote.pdf - Monday January 09, 2023 11:22:37
- Upload Additional Document - Sustainability Report 2021.pdf - Tuesday November 29, 2022 13:01:16

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Mark Oliver, Manager, Contract Sales, John Deere Construction Retail Sales

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Heavy_Construction_Equipment_RFP_011723 Tue January 10 2023 08:47 AM	☑	1
Addendum_4_Heavy_Construction_Equipment_RFP_011723 Fri January 6 2023 09:51 AM	☑	2
Addendum_3_Heavy_Construction_Equipment_RFP_011723 Thu December 29 2022 12:33 PM	☑	2
Addendum_2_Heavy_Construction_Equipment_RFP_011723 Wed December 21 2022 01:49 PM	☑	1
Addendum_1_Heavy_Construction_Equipment_RFP 011723 Thu December 15 2022 09:27 AM	☑	1

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Sourcewell

Solicitation Number: RFP #080521

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and PB Loader Corporation, 5778 W. Barstow Ave., Fresno, CA 93722 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Roadway Maintenance Equipment from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires October 11, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

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returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

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contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use thetrademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

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resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

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primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

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of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

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and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

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T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 10/5/2021 | 8:33 PM CDT

PB Loader Corporation

DocuSigned by:
By: Jason Thompson
DE94D6F54AC44A1...
Jason Thompson
Title: President
Date: 10/5/2021 | 3:34 PM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 10/5/2021 | 8:47 PM CDT

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RFP 080521 - Roadway Maintenance Equipment

Vendor Details

Company Name:	PB Loader Corporation
Address:	5778 W Barstow Ave. Fresno, CA 93722
Contact:	Jason Thompson
Email:	jthompson@pbloader.com
Phone:	559-273-0006
HST#:	77-0307955

Submission Details

Created On:	Tuesday July 06, 2021 18:23:44
Submitted On:	Thursday August 05, 2021 14:04:49
Submitted By:	Jason Thompson
Email:	jthompson@pbloader.com
Transaction #:	82b52ea7-2722-479e-b521-ebd128b3a348
Submitter's IP Address:	12.22.224.114

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	PB Loader Corporation	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	n/a	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	n/a	*
4	Proposer Physical Address:	5778 W Barstow Ave, Fresno, CA 93722	*
5	Proposer website address (or addresses):	www.pbloader.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jason Thompson, President, 5778 W Barstow Ave, Fresno, CA 93722, jthompson@pbloader.com, cell: 559-273-0006	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jason Thompson, President, 5778 W Barstow Ave, Fresno, CA 93722, jthompson@pbloader.com, cell: 559-273-0006	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Stuart Smith, Inside Sales Manager, 5778 W Barstow Ave, Fresno, CA 93722, ssmith@pbloader.com, Tel: 559-277-7370, Cell: 559-999-5148. Michael Munoz, Regional Sales Director, 5778 W Barstow Ave, Fresno, CA 93722, mmunoz@pbloader.com, Tel: 559-277-7370, Cell: 661-342-1755. Marcus Putnam, Regional Sales Director, 5778 W Barstow Ave, Fresno, CA 93722, mputnam@pbloader.com, Tel: 559-277-7370, Cell: 559-304-1024.	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	PB Loader Corporation began operation in 1954 with the invention of the PB Front Loader and the pothole patcher and emulsion systems in the 1960's for use in Road Asphalt Maintenance. As a family founded and run company, relationships in business are at the center of what PB Loader stands for and is reflected in day-to-day operations. PB believes in making a quality product which their customers can rely on year-in and year-out. PB does not believe in a one-size-fits-all approach. PB custom configures and engineers products to meet the exact needs of their customers. When a customer chooses PB they know they are going to be able to rely on quality construction materials assembled by experienced professionals. PB stands behind their products with not only a successful network of dealers but also production, engineering, and sales staff who are available for troubleshooting and repair. PB Loader has found that conducting business in an honest and attentive way, providing a quality, proven product, and listening to their customers are the best business practices possible. When you call PB with a question they listen and act. It is in this way that PB Loader continues to be synonymous with reliability in their industry and the world over. When we joined Sourcewell nine years ago, we found that their philosophy and values fell in line with the core values of PB Loader. From this, we have adopted Sourcewell as our company's predominate method of procurement. We wholeheartedly believe the present and future of government procurement lies with cooperative purchasing and Sourcewell, along with PB, leading the field.	*

10	What are your company's expectations in the event of an award?	We expect to provide growth through the use of this contract in the marketplace and with our customers. We are firm believers that contract buying is the way of the future with its ease of use for the customer… and customers need to do more with less. We have made and will continue to make the Sourcewell contract the preferred choice of purchasing for our customers. Our commitment to Sourcewell and contract buying… We have risen to the top of our Sourcewell category over the last two contracts and expect to continue with this success. We expect growth by continuing to broaden our offering of additional road maintenance manufacturers and equipment beyond our asphalt patchers and front loaders. We have added to our current contract with: Hook Lifts Light, Medium, and Heavy Duty Dump Bodies Custom Bodies Flatbed and platform bodies Arbor Bodies Contractor Flatbeds Air Compressors Dumping Flatbeds Cargo Bodies Chipper Bodies Landscape Bodies Standard & Mechanic Service Bodies Liftgates Chassis Message Board & Light Trailers Mechanic Truck Cranes Numerous Body & Equipment Accessories Truck Winches Truck Generators & Inverters We will continue to search for additional road maintenance equipment and accessories that will grow our Sourcewell product offering. We have and will always add customer specific models to serve our customers' requirements. Using the contract to meet our customers' needs exactly so they can make repeat equipment purchases effortlessly. For example, we have added a massive listing of custom road maintenance products for City of Los Angeles and San Diego County which plan to purchase multiple units continually each year.	*
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	PB Loader has been in business since the 1950's making us one of the oldest municipal manufacturers on the west coast. Because of our strength in the marketplace and the quality of our products, PB has been and will continue to be a financially responsible and solid company. PB Loader is in excellent financial health. We have experienced substantial growth over the last five years, which has resulted in more than doubling the size of our company. We know this is due to our commitment to excellence in the marketplace as well as utilizing the Sourcewell contract. PB is privately held and for this reason we cannot release financial statements and do not have SEC filings. Please see attached reference letters from our financial institution, vendors, and dealers.	*
12	What is your US market share for the solutions that you are proposing?	Loader – 100% market share. This is a niche market, and we are the only manufacturer of the product. Patcher – Depending on the state, we have 45%-90% of the market share. We typically have high market share in the West and some in the southern states. Overall, we represent approximately 60% of the market throughout North America. Since our last contract we have even better representation. We are committed to find local dealers who can serve our customers.	*
13	What is your Canadian market share for the solutions that you are proposing?	We represent 40% of the Canadian market with our asphalt patchers and it continues to be an area of growth.	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, we have never petitioned for bankruptcy protection.	*
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	PB Loader is best described as a manufacturer who works through a network of dealers along with our own sales staff to sell our product. We have 29 dealers with 44 branches covering the US states and Canada (see map). We are continually looking for dealers in the few areas we do not currently have one. We are always reviewing our dealers to ensure the quality needed to fulfill our customers' needs. To support our dealers, we have a total of 16 sales and support staff: President, two National Sales Directors who manage the dealers, two Territory Sales representatives, five Inside Sales and Customer Support staff members, a Parts & Service Manager, a Warranty Coordinator, two dedicated Sales Engineers, a Trade Show Support Specialist, and Sales Assistant.	*
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	PB Loader has local and California state resale/business licenses, Louisiana Motor Vehicles license, and Oregon business license. We are a final stage vehicle installer as well as a California licensed used vehicle dealer.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	PB Loader has never had any suspension or debarments applied.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	National Truck Equipment Association (NTEA) – MVP Member Top ranked vendor in sales revenue for the current Road Maintenance Equipment contract category.	*
19	What percentage of your sales are to the governmental sector in the past three years	The year-over-year numbers are consistent at 99% Government (State, County and Municipal) versus 1% private sector. Our internal and dealer sales force along with our products are specifically designed to meet the specialized needs of Government agencies. This sector of the market is the sole focus of our company. This allows us to better meet and understand their needs.	*
20	What percentage of your sales are to the education sector in the past three years	Our product offering is geared toward public works agencies, however, there is occasional overlap with school district ground maintenance equipment needs.	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	PB holds an HGAC contract. We see less than three sales a year and dimensioning due to the fact of our continued efforts to convert HGAC customers to Sourcewell.	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Our product offering is rarely sold to the federal government except for a few military air bases and national parks. We do not currently hold any federal contracts (GSA, SOSA) because the market demand is very limited. When approached, we inform the federal agency of the benefits of Sourcewell.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Los Angeles	Ray Perez	323-526-9221	*
City of Colorado Springs	Michael Shill Jr.	719-385-6711	*
County of San Diego	Jim Whitlock	619-709-2171	*
County of Fresno	Mike Downing	559-600-7528	
City of Tucson	Jerry Robles	520-837-6602	

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Los Angeles	Government	California - CA	Dump Bodies (52), Flatbed (31), Chipper Bodies (15), Truck Mounted Loaders (11), Patchers (5), Utility Bodies (2)	$50,000 to $200,000 depending on unit	$23,698,990	*
County of Fresno	Government	California - CA	Loaders (6), Dump Bodies (4), Patchers (1)	$50,000 to $200,000 depending on unit	$3,074,364	*
City of Ontario	Government	California - CA	Flatbeds (12), Dump Bodies (3), Service Bodies (2), Chassis (2), Patchers (1)	$50,000 to $200,000 depending on unit	$2,617,946	*
County of San Diego	Government	California - CA	Truck Mounted Loaders (11), Message Board Trailers (9), Patchers (3), Sprayers (2)	$50,000 to $200,000 depending on unit	$2,124,900	*
City of Portland	Government	Oregon - OR	Patchers (5)	$50,000 to $200,000 depending on unit	$869,675	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

25	Sales force.	Our sales force is designed to support our dealer network and at the same time work directly with the end user government agencies. We take it upon ourselves to ensure our end users receive the highest level of customer service and are committed to their complete satisfaction with our products. Our sales force is specifically trained and has the knowledge and resources to ensure our dealers and customers utilize Sourcewell as their primary procurement method. Each team member listed below is committed to growing our company revenue through Sourcewell. Our team consists of twenty-two (22) sales and support professionals: Five (5) Outside Sales personnel. The President of the company (1) and two (2) traveling National Sales Directors, and two (2) outside sales representatives who visit dealers and end users throughout the country. Five (5) Inside Sales personnel. One (1) Sales Manager, and four (4) Inside Sales Coordinators who are responsible for quotes and working with our customers/dealers on the specific and unique designs of our product as well as offering product knowledge and support. One (1) Sales Assistant who is responsible for supporting our sales team and dealers with product information, social media, trade show coordination, and many other support duties which allows our sales team more time to respond to customers. One (1) Parts/Service Salesperson who is dedicated to meeting the aftermarket needs of our customers to ensure quick response to customers' needs. One (1) Warranty Coordinator dedicated to meeting the aftermarket needs of our customers to ensure quick response to any situation that arises. One (1) Trade Show Support who provides extra sales assistance at booths and other event functions. We have an Engineering team of eight (8) who are dedicated to support the sales teams with layout drawings and engineering information requests by customers, which ensures a high level of accuracy to meet the customers' needs. We are currently in the process of expanding our Sales team. We have job openings for two additional outside sales personnel and two inside. The company also utilizes our engineering, operations, and production personnel to support the sales team and customers.
26	Dealer network or other distribution methods.	PB Loader sells through a network of dealers throughout North America. It is our belief that utilizing local dealers provides the best customer service for our end users. Please see attached dealer list and map. We currently have 29 dealers totaling 44 branch locations in the US and Canada, totaling 148 dealer salespeople. Of that total, we have four (4) dealers with eight (8) branches in Canada. All our US dealers and their branches have received training from our staff on Sourcewell procurement and we are looking forward to doing the same with Canoe in Canada. Our sales team regularly visits our dealers to ensure they are trained on our product and the Sourcewell contract. We support many of our dealers' local trade shows and events. We are very active and encourage our dealers to be active in trade organizations such as APWA, MSA, RSFMA, NAPA, and others. These events are excellent opportunities to inform our government customers about Sourcewell procurement of our products.
27	Service force.	The above-mentioned dealer network employs factory trained parts and service representatives at their branches. These dealers typically handle other large municipal equipment like PB Loader. Because of this they have invested in service tooling at many of their locations, such as overhead cranes, mobile service trucks, and very capable shop facilities. The PB Loader sales team provides service support by being the first point of contact for customer questions on the operation and product usage. We provide an initial delivery training and for added value, free training for the life of the unit. We want to ensure that our customers can utilize our product safely and effectively. Replacement manuals and decals are also provided at no charge for the life of the unit. PB Loader utilizes its service team that can be sent around the country to support our dealers and end users. Our dealer network has a total of 295 service and 122 parts staff. PB Loader also supports them with our service and engineering personnel. We have complete manuals, engineering schematics, drawings, and videos. Troubleshooting assistance is available via phone and/or video conference. Per customer request, we utilize additional local third-party repair shops that are closer for a quicker turn around than some dealer locations. We also provide support for customers who provide their own service and a reimbursement program for customers who are required to do their own warranty work.
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Quotes are generated by the inside sales department at PB Loader using Sourcewell pricing. Members will generate a purchase order directly to PB or one of our authorized dealers. Once received, an order confirmation is generated to ensure accuracy of the order. Regular updates are provided as the unit progresses through the manufacturing process. Final delivery is done by PB or our dealers and includes training. Once payment is received, it is recorded, and placed on our Sourcewell quarterly reports.

29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	PB Loader's business philosophy is to provide superior quality in customer service which means quick response times and resolving issues to the customer's satisfaction. We require our dealers to provide immediate service to our customers. Many of our dealers offer multi-year service plans. We also offer multi-year warranty plans supported by our dealers. We also have a free lifetime replacement program for our manuals and all instruction/safety decals. PB Loader provides phone/video technical support to both dealers and end users. This is supported by our engineering/sales teams. When we are contacted with a service/warranty issue, a ticket is created within our MRP system and an email is sent company wide. Production, engineering, sales, and support teams all receive this notification and start resolving the issue. By having such a large team involve in rectifying the problem, solutions develop quicker and response times are improved.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We have made and will continue to make the Sourcewell contract the preferred choice of purchasing for our customers. We are firm believers that contract buying is the way of the future with its ease of use. Our desire is to have every product we make available through the Sourcewell contract. This philosophy is driven by the President of the company and upper management to ensure the entire organization is committed to making Sourcewell successful with PB Loader.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are looking forward to expanding Sourcewell procurement utilizing the new Canoe platform with all our Canadian customers and dealerships. We currently have four (4) dealers in Canada with seven (7) branches covering nearly the entire country. We retain more than 40% market share in Canada with our asphalt patchers. Canada has been a major customer base for us and will continue to be.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We fully serve all geographic areas within North America.	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We fully serve all Sourcewell participating entities within North America.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific contract restrictions or requirements for participating entities in Hawaii, Alaska or US territories. We have experienced dealers who are trained to utilize Sourcewell. In Alaska, Craig Taylor Equipment offers sales and service support. In Hawaii we utilize the local truck dealerships for sales and service. Our Florida dealer, Environmental Products, has a dedicated salesperson who covers Puerto Rico.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Sourcewell is integrated and promoted heavily into our sales process. A key part of our strategy is making sure our dealer network is promoting Sourcewell as our primary method to purchase PB products. This is accomplished during all sales calls to every dealer and at customer demonstrations with dealer management and sales personnel. We want it known that PB is synonymous with Sourcewell. We help convey this message by displaying the Sourcewell logo on all demonstration vehicles and apparel. We have committed to display the Sourcewell logo everywhere possible: media, ads, promotional items, website, trade show displays, our office, dealer branch locations, and company sales vehicles. The most important part of our strategy is having direct conversations with end user agencies on the value of utilizing Sourcewell for not only purchasing PB products but other products from Sourcewell vendors. We believe the more they utilize Sourcewell contract procurement, the more Sourcewell and PB will grow together. Through our own sales staff and more than 100 dealer salespeople these conversations occur daily.	*
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We have begun the process of implementing a new forward-thinking social media and metadata program along with the redevelopment of our website. This began with signing a long-term contract with a respected digital marketing firm who will partner with us to develop and distribute a continuous campaign of all our social media, digital marketing, and website. Social media posts will include trade shows, industry events, customer demonstrations, new unit deliveries to satisfied customers, product upgrades, and new features. The campaign will include purchasing advertising banners on industry sites as well as an extensive GoogleAds. Each post and banner will include a Sourcewell presence, which is another way to make PB and Sourcewell synonymous. We are excited for the roll-out of the new e-purchase vendor showcase of which we will take full advantage.	*
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Being a current vendor, the Sourcewell contract is already integrated into our sales process, utilized, and promoted heavily. Many of our dealers are very familiar with the contract, because of us and the other manufacturers they represent who are also vendors of Sourcewell. We believe that Sourcewell provides the initial platform for member agencies and should work directly with awarded vendors to promote increased membership. We feel Sourcewell should provide consulting on the legal requirements for members to use corporative purchasing. The sales integration process and Sourcewell becoming the primary method for our customers to purchase PB products began nine years ago with our first contract. We were believers in the beginning that Sourcewell and cooperative purchasing would be the future of government procurement. We have made every effort to make it our future as well. As stated in the previous two questions we laid out our overall marketing strategy for Sourcewell and are committed to continually evolve and improve that strategy as new ideas come to the forefront.	*
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We often see e-advertising as becoming more prevalent in our industry. We have noticed many new customers have sought our website on the internet. Because of the high technical nature, unlimited customizations, and dollar value of our products, particularly being integrated with a chassis, a standard e-procurement system is inadequate to meet the needs of our customers. For these reasons we sell with a hands-on approach with our local dealer network which includes writing lengthy technical specs and doing 3-D layout drawings of the products. It is our belief that one size does not fit all therefore our products are custom designed and configured to meet the needs of our customers exactly. E-procurement is not a robust enough of a process to fulfill our customers' needs. We are, however, looking forward to the roll-out of the new e-purchase vendor showcase of which we will take full advantage.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We offer free operator training and maintenance training onsite when the end user puts the unit into service. We also provide free follow-up training for the lifetime of the unit conducted by our own factory trained staff and/or dealers. It is our business philosophy to ensure that our customers can effectively and safely use our products. Also, we provide free manuals, and instructional/safety decals for the life of the unit. We have a dedicated person at the factory that customers can call for any kind of troubleshooting or operational advice. This in addition to the sales staff that can also provide this service. There are instructional videos, blueprints, and other digital materials that can be sent to the customers as learning tools. Several times a year we provide patcher training school which we encourage Sourcewell members to attend.	*
40	Describe any technological advances that your proposed products or services offer.	We like to be in the forefront of the technological advances within the municipal and truck equipment industries. We have incorporated options for the latest in back up sensor technology and cameras on our equipment. We strive to make our units the safest in the industry and have adapted standard automotive technology to road maintenance equipment which we have seen few others accomplish. We have updated numerous hydraulic and control systems to more efficient components that integrate with the advanced chassis ECM programming and chip sets. This is accomplished through our engineering department working directly with chassis manufacturers.	*
41	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	To our knowledge, there are not any green agencies that certify our type of product (Pothole Patchers). However, our standard pothole patcher is heated by LPG which is an environmentally friendly fuel. We also offer an electric heated unit which is powered by an onboard generator on current chassis. We have begun to work closely with several electric chassis manufactures so that we can be on the forefront of the technology and offer fully electric road maintenance equipment. As a company we feel our carbon footprint is important with our products and how we operate. We are completing a new facility wide conversion to highly efficient LED lighting. We also have several recycling programs for steel, cardboard, e-waste, among others. Within the next few years, we are planning a solar program initiative which will significantly reduce our footprint.	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	We do not know of any third parties that label road maintenance equipment specifically. As stated in question 41, the company is committed to developing green practices internally by utilizing energy efficiencies which will make us far more sustainable in the future.	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	PB Loader is not accredited as a WMBE or SBE. However, we work with several hub partners: Cicero Brothers (SBE) Westcoast Materials (SBE, DVBE) Main Street Materials (SBE)	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Quality and Customer Service have distinguished us as an industry leader and will continue to do so in the future. It is our business philosophy to stand by our products and customers. We want every customer to feel completely satisfied with the product and the service they receive over the product’s lifetime. By listening to our customers and responding to their needs expeditiously we ensure their complete satisfaction. What makes our products unique is that we do not believe in the one size fits all solution; agencies have very different needs because of their geographic locations, agency size, and other demographics. For this reason, we offer by far the largest selection of models and sizes with our products. But more importantly, we offer hundreds of options and will custom build additional features based off the customer’s needs. We believe in making it easy for our customers to purchase our products. We do this by first listening to their requirements and from there develop a detailed layout drawing. This allows our customer and their crews a great opportunity to design their own unit and know what they are getting before they purchase. On this contract we offer complete turnkey solutions with our products integrated with chassis so the customer can issue one PO to one vendor and have one point of contact. We have a large and dedicated dealer network whose goal is to support their local markets. In turn, we provide our dealers the support to do this as well as offering support directly to the end user. Even though PB sells through dealers, we believe that it is our responsibility to ensure the end user is completely satisfied.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Yes, our warranty covers all products, parts, and labor. In some cases, freight as well. It is our commitment to solve all warranty issues to the complete satisfaction of our customers.	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No, our warranty does not have any usage restriction or other limitations. It is important to PB Loader that on the rare occasion there is a manufacturer defect, it is rectified immediately.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	PB or the authorized dealer will cover travel time and mileage for any Sourcewell members warranty claim.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	In regions where we do not have a certified technician, we offer over the phone technical support. If a problem is not resolved we may send a PB Loader technician to fix unit or utilize local third-party repair shops. Either PB or our dealer network can provide a technician who will travel to all geographic locations in US and Canada. Many repairs don't require a certified technician and third-party shops can be utilized when appropriate.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes, we will cover all items sold by PB Loader including those components manufactured by others. We believe this provides the best customer service to the end user.	*
50	What are your proposed exchange and return programs and policies?	Customers can return and exchange parts within 30 days without a restocking fee, but pay return freight. After 30 days, there is a 25% restocking fee, but in appropriate cases this may be waived. We wish to ensure customer satisfaction.	*
51	Describe any service contract options for the items included in your proposal.	PB Loader offers starter spare parts kits and a base refurbish package for our pothole patching products. We also offer extended warranty packages on the contract.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
52	Describe any performance standards or guarantees that apply to your services	We make every effort to track the original promised delivery at time of quotation and actual delivery performance. We use this information to notify our customers of any deviation from the original quoted delivery.	*
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	We utilize a KPI system that tracks turn around time for part sales. It is imperative to get parts to the customer to minimize their down time.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods?	Our payment terms are Net 30. Check, ACH, and wire transfer are all acceptable forms of payment. We accept Visa and MasterCard for parts sales. We do not have a processing fee.	*
55	Describe any leasing or financing options available for use by educational or governmental entities.	For any customers seeking finance or leasing options, we partner with NCL Government Capital.	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Each standard Sourcewell transaction starts with a Quote Request Form and detailed dimensional forms. Once a purchase order is received, an Order Confirmation Form is generated.	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We accept P-card payments with no additional processing fee.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	See the attached Price Catalog for all our products being offered, which include their SKUs, MSRP, and Sourcewell discounts. We are offering a 10% discount off MSRP on the entirety of our catalog except for chassis. Chassis will be offered at a 5% discount off MSRP.	*
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	We are offering a 10% discount off MSRP on the entirety of our catalog except for chassis. Chassis will be offered at a 5% discount off MSRP.	*
60	Describe any quantity or volume discounts or rebate programs that you offer.	In an addition to the initial 10% discount to Sourcewell members, we also offer a 3% quantity discount for orders of six (6) or more units excluding chassis.	*
61	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	We like to approach sourced items in one of two ways. First, if they are customer specific, we will add them to the contract just for that customer, so it makes repeat purchasing easier. The second method is to supply a cost plus a percentage quote for these specialty items.	*
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	We like to approach sourced items in one of two ways. First, if they are customer specific, we will add them to the contract just for that customer, so it makes repeat purchasing easier. The second method is to supply a cost plus a percentage quote for these specialty items.	*
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping and delivery are an additional cost. The amount depends on the size of the product and where it is going. We quote market rate.	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For Canada, we contact truck freight brokers who specialize in crossing the border. We and our dealers are very familiar with the USMCA processes. For Alaska, Hawaii and offshore deliveries, our dealers have freight brokers that handle the complete process. We have regularly shipped to all these locations. This is nothing out of the ordinary for us.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Our units are built as turnkey work ready products, so they can be delivered directly to the end user and are ready for operation.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	To encourage Sourcewell sales we offer the best pricing to its members compared to any other pricing models.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	It is mandatory for our dealers to request a Sourcewell quote and provide member entity information. From this, a quote number is assigned and is tracked through the sales process. Each purchase order we receive from our dealer or end user is cross checked with a quote number to identify it as a Sourcewell order. This ensures that all Sourcewell orders make it on the quarterly report and a dealer cannot sell an Sourcewell product without our knowledge.	*
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Since we have been an awarded vendor for two contracts, we have established historical metrics. We track the Sourcewell sales dollars within our total sales dollars. We also track the Sourcewell units and product types produced within our total units produced. We track Sourcewell quotes generated within the total number of quotes generated and the conversion rate to orders of Sourcewell quotes. We analyze this performance to grow our success with the Sourcewell contract.	*
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor’s sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member’s cost of goods. (See the RFP and template Contract for additional details.)	Our current contract has a fee of 2%. We would like to continue this with the new contract for our entire catalog including chassis.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We offer an enormous range of road maintenance equipment from pothole patchers to cone trucks, dump trucks, flatbed, message board trailers, and countless others. Asphalt (Pothole) Patchers PB Loader is the leading manufacturer of asphalt patchers with the largest selection of models, sizes, and options in the industry, as well as broad customization above and beyond that. Hot mix asphalt is required to complete a superior asphalt repair. PB patchers keep the temperature consistent throughout the entire shift in order to make a permanent patch. PB Asphalt Patchers carry all the equipment and material for a two-person crew to repair potholes, road shoulders, cut outs, skin patch, and utility cuts throughout the year. PB Patchers are fully equipped with all the tools needed so a team can tackle patching jobs with just one machine. All PB Patchers feature an insulated and heated asphalt hopper that keeps asphalt hot and usable all day. Four (4) Conveying Options: Belt, Single Auger, Double Auger, Dump Four (4) Mounting Options: Truck Chassis, Slip-In, Hook-Lift, Trailer Eight (8) Sizes: 1.5, 1.8, 3, 4, 5, 6, 8, 10 cubic yards Hundreds of options and custom configurations such as: (refer to catalog for complete list) Flasher, safety Spoils bins Tool boxes and baskets Arrow boards Vibratory compactors and rollers Back up alarms and camera equipment Air compressors Generators Jack hammers Hose reels Work decks Water containers Fire Extinguisher, first aid kits, triangle kits Many of these options are customizable within themselves. Locations on the truck, sizes, and usage are all considered when discussing these elements with the customer. PB Patchers come in two formats, a “V” hopper which uses either a continuous conveyor or auger to move the asphalt or a dump hopper which uses a hoist to raise the hopper which allows the asphalt to slide out. Both formats are available for mounting on truck chassis, slip-in, hook-lift or trailer models. Proven Features Heavy Duty Design All Hydraulic Operation Radiant Heat System Burner Systems Available in LPG, Diesel, and Electric Generator Fully Insulated Asphalt Container Hand Torch with 200,000 BTU Output Convenient Operator Controls Emulsion Spray System Emulsion Sprayers PB offers emulsion sprayers with more sizes and features than anyone else in the industry. Fully equipped emulsion systems can be powered by a hydraulically driven pump or compressed air and sized to meet our customers’ needs. These systems are truck mounted in conjunction with an asphalt patcher or truck equipment body. They are also available in trailer, hook lift, and slip-in models. All are available with a variety of options, sizes, and custom configurations. Truck Mounted Styles: 15-200 gallons Trailer Mounted and Slip-In Styles: 200-700 gallons Pump Type Sprayers - Pump type emulsion sprayers include a solvent tank for flushing the emulsion hose and cleaning asphalt tools with a waste tank system. Truck mounted units are usually heated by the truck cooling system but can also be heated by LPG burner. All trailer units use LPG heaters. Compressor Type Sprayers - Compressor type emulsion sprayers are available in the many sizes. These can be charged off the truck brake system compressor, or any air compressor. These sprayers are heated by the truck cooling system or LPG burner. Trailer and slip-in models are equipped with an engine driven compressor. Options and Features - All spray units can include Recirculation, Auxiliary Electric Heat, Tank Insulation, Discharge Strainer, Hose Reels, LPG Tanks, Thermostatic Controls, Loading Hose, Reverse Flow Systems, Draw Off Valve, Optional Engines, and Work Platform. PB Truck Mounted Loaders PB Truck Mounted Loaders combine a dump truck and loader shovel into one unit. Designed to load, haul and dump asphalt cold patch, leaves, gravel, dirt, snow, trash, or brush just to name a few. PB Loaders save operation cost, reduce manpower, and lets you tackle a variety of jobs that would otherwise require several pieces of equipment. PB Loaders are built tough and come equipped with features that improve productivity and safety. An exclusive arm design allows the operator access to the cab when the shovel is on the ground or in the travel position. PB Loaders are available with a 3,000 lb. or 5,000 lb. shovel lifting capacity, and can be outfitted with a clam, tilt, clam/tilt or standard shovel. Shovel capacities range from 3/4 cubic

yard to 1 1/2 cubic yards. Safety switches shut down all systems if the cab door is opened or the dump body is raised during loading operations.

Options include air or joystick controls, automatic grease lines, tool boxes, pull tarps, various sizes of dump bodies, emulsion spray systems, carbide blade and blocks for the shovel, installation on tilt cab or conventional chassis, and many more.

Road Maintenance Support Equipment

PB Bodies are offered in a variety of models and capacities that can be used in conjunction with a PB Truck Mounted Loader, PB Patchers, and PB Emulsion Systems. They can also be standalone units equipped to provide valuable service for road maintenance. Features include heavy-duty construction, a large variety of accessory equipment and tools, custom configured to meet the exact needs of the using agency.

Chassis:
PB Loader offers full turn-key solutions (single PO Source Purchasing) for our Sourcewell customers by providing a variety of chassis that are used in conjunction with our truck mounted products. For example:

- Ford
- Freightliner
- Western Star
- Peterbilt
- Isuzu
- Volvo

Dump Bodies:
PB Loader offers many sizes and types of dump bodies. We work with several leading manufacturers which allows us to bring complete solutions to our Sourcewell customers. We also work with these manufacturers' national dealer networks by convincing them to sell dump bodies with Sourcewell in their local markets. For example:

- Small Contractor Bodies
  - Rigid and/or Fold-Down Sides
- Medium Duty Bodies
  - Bobtail Bodies
- Heavy Duty Bodies
  - Square Bodies
  - Elliptical Bodies
  - Demolition Bodies

Flatbeds / Stake Bodies / Platform Bodies:
PB represents several leading brands as well as manufacture our own models. These bodies can come in standard to heavy duty construction and can be custom built with inlay tool boxes, dump hoists, lift gates, and many other features. Bringing yet another complete solution to our SW customers. We work with these manufacturers' national dealer networks by convincing them to sell flatbed bodies with Sourcewell in their local markets. For example:

- Smooth Floor
  - Tread Plate Floor
  - Wood Deck
  - Aluminum Body
  - Rancher Body
  - Dumping Bodies
  - Stake Sides (wood, steel, aluminum)
  - Various Lengths and Widths

Chipper Boxes / Landscape / Arbor Bodies:
PB represents several brands as well as manufacture our own models. These bodies come in many configurations to meet the roadway landscaping needs of our Sourcewell customers. We work with these manufacturers' national dealer networks by convincing them to sell their bodies with Sourcewell in their local markets. For example:

- Open Top Chipper Box
- Closed Top Chipper Box
- Side Open and barn door landscape bodies (rugby and reading)
- Arbor Bodies with included storage for saws and tree trimming equipment

Utility Bodies:
PB offers the Reading Utility Bodies product line to its SW customers. Reading has a full line of bodies that range from smaller maintenance units to large mechanic trucks for use in road maintenance applications. With a base body from reading, we can upfit additional SW listed equipment to customize a truck to create the best solution for our Sourcewell members. We work with Reading's national dealer network by convincing them to sell utility bodies with Sourcewell in their local markets. For example:

- Steel Constructed Bodies
- Aluminum Constructed Bodies
- Single and Dual Wheel
- Canopy Bodies
- Mechanics Bodies
- Mechanics Crane Bodies

Message Boards Trailers:
PB Loader partners with Wanco to offer a full line of trailer and truck mounted message boards and traffic control products to provide reliable traffic safety for roads and highways. Traffic safety is paramount to all road maintenance work. By providing these products in conjunction with our full line of equipment we give our customers complete solutions. We work with Wanco's national dealer network by convincing them to sell their safety equipment with Sourcewell in their local markets. For example:

Arrow Board Trailers and Truck Mount
Message Board Trailers and Truck Mount
Speed Radar Trailers
Light Tower Trailers

Swaploader Hook Lifts:
We are offering a full hook-lift line, these products are often used in conjunction with our asphalt patchers and support bodies. Hook-lift systems provide an efficient fleet utilization system for municipalities because the customer can use one chassis with several pieces of equipment. We work with their dealer nationwide by convincing them to sell hook lift systems with Sourcewell in their local markets. For example:

Single axle from 7,500 lbs. to 24,000 lbs. capacity
Tandem axle from 33,000 lbs. to 65,000 lbs. capacity

Lift Gates:
Truck mounted lift gate systems that offer value added ease of accessibility to many truck equipment bodies. For example:

Tommy Lift Gate
Pick Up Truck
Utility Body
Flatbed
Box Body
Rail Gate
Tuck under
Dump Through
Palfinger Lift Gates
Cantilever
Pick Up Truck
Utility Body
Flatbed
Box Body
Rail Gate
Tuck Under

Compressor Systems:
Truck and skid mounted compressor systems that offer value added functions to many truck equipment bodies. These systems are utilized to run jack hammers, impact wrenches, blow guns, and many other air powered tools and accessories that road maintenance crews use regularly. For example:

Vanair
Under deck rotary screw compressors from 60 to 185 CFM
Hydraulic driven compressors from 30 to 85 CFM
Engine driven compressors from 30 to 85 CFM
All-In-One systems combines air, electric generators, welder, and hydraulic into one unit
Sullivan-Palletek
Above deck skid mount, engine driven, 185 CFM
Other brands
Small engine reciprocating compressor
Electric 12V compressor

Attenuator: Trailer and truck mounted
Traffix Scorpion truck mounted and trailer crash attenuator systems MASH rated. Attenuators provide that additional safety to the road maintenance crews allowing them to work on the road with confidence. The models presently on our contract provide for safety at highway speeds.

Water Trucks:
We are offering truck mounted water tanks for the use during road maintenance projects for dust control and clean up. For example:

Single axle 2,000 gallon
Tandem axle 4,000 gallon

Cranes:
We offer several brands of truck mounted cranes spanning many types and sizes. These cranes are sold in conjunction with other support bodies to increase the capabilities of the truck. For example:

Electric
Hydraulic
Folding, compact
Outriggers
Spitzlif
Palfinger/Reading
Venturo

Customer Specific Custom Road Maintenance Equipment:
As a result of our many options and custom configurations to meet the exact needs of individual agencies, we have started a program of adding customer specific configurations to our current Sourcewell contract. This is to facilitate ease of purchasing for our customers, particularly those who have massive amounts of customized features. One of the greatest successes of this is with the City of Los Angeles which has more than a dozen custom SKUs which includes chassis for turn-key solutions.

Additional Accessories:
On this contract PB offers many additional accessories to upfit any truck or support body with all the tools that road crews need. For example, but not limited to:

Whelen safety lights
PSE Code3 Safety Lights
Work lights and spotlights

		Warn Wenches Tool boxes and baskets Tool holders Back up cameras and sensors Bed vibrators Pull Tarps Inverter Systems with electrical outlets Fire extinguishers and triangle kits Water coolers Wash tanks Ladder and material racks Vises Reflective safety tape and panels	
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Roadway Surface Maintenance and Repair Equipment – We manufacture pothole (asphalt) patchers and emulsion transport and sprayers. We offer the largest selection by far of models and sizes of pothole patchers also custom built to our customers' needs. Equipment and Products in Support of Roadway Maintenance and Repair – We offer many additional asphalt support bodies that utilize emulsion systems and other products that municipalities use in conjunction with their pothole patcher and road maintenance programs. This also includes our PB front loader systems.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
72	Asphalt recycles and reclaimers	○ Yes ◉ No	We are in development to produce asphalt hotbox trailers that have asphalt reclaiming features. Product launch is expected First Quarter 2022. We are committing to ultimately producing a full line of these trails and heavily competing in this market.	*
73	Patchers, seal coaters, crack sealers, and mastic and adhesive melters	◉ Yes ○ No	We are the leading producer of truck mounted pothole patching systems in North America. PB does not manufacture seal coaters, crack sealers, and mastic and adhesive melters.	*
74	Chip spreaders, asphalt brooms, and pavement grinding or grooving equipment	○ Yes ◉ No	We do not manufacture any of these products.	*
75	Pavement marking application and removal equipment	○ Yes ◉ No	We do not manufacture any of these products.	*
76	Other	◉ Yes ○ No	We are the leading producers of truck mounted emulsion spray systems. We also offer a multitude of road maintenance support equipment as mentioned in Table 14A.	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 77. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
n/a	n/a	n/a

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - 1_Pricing.zip - Thursday August 05, 2021 13:44:55
- Financial Strength and Stability - 2_Financial Stregth & Stability.zip - Thursday August 05, 2021 13:45:06
- Marketing Plan/Samples - 3_Marketing Plans & Samples.zip - Tuesday August 03, 2021 18:00:46
- WMBE/MBE/SBE or Related Certificates - 4_WMBE-MBE-SBE Certifications.zip - Tuesday August 03, 2021 18:01:17
- Warranty Information - 5_Warranty.zip - Tuesday August 03, 2021 18:01:36
- Standard Transaction Document Samples - 6_Standard Transactiom Document Samples.zip - Tuesday August 03, 2021 18:01:48
- Upload Additional Document - 7_Additional Documents.zip - Thursday August 05, 2021 13:56:19

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jason Thompson, President, PB Loader Corporation

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Roadway_Maint_Equipt_RFP_080521 Wed July 28 2021 06:54 PM	☑	2
Addendum_3_Roadway_Maint_Equipt_RFP_080521 Mon July 26 2021 04:56 PM	☑	2
Addendum_2_Roadway_Maint_Equipt_RFP_080521 Fri July 16 2021 12:55 PM	☑	1
Addendum_1_Roadway_Maint_Equipt_RFP_080521_Draft Thu June 24 2021 04:18 PM	☑	1

CITY OF ONTARIO *Agenda Report* **December 19, 2023**	**SECTION:** **CONSENT CALENDAR**
Department: Fire Department Prepared By: Pam Martinez Staff Member Presenting: Ray Gayk, Fire Chief Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 19

SUBJECT: **A LOAN AGREEMENT BETWEEN THE CITY OF ONTARIO AND CONFIRE JOINT POWERS AUTHORITY FOR INITIAL CAPITAL FUNDING TO ESTABLISH AMBULANCE SERVICING**

RECOMMENDATION: That the City Council authorize the City Manager or his designee to execute all documents related to the Loan Agreement between the City of Ontario and CONFIRE Joint Powers Authority in the amount of $20,000,000.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the Growth and Evolution of the City's Economy
Operate in a Businesslike Manner
Pursue City's Goals and Objectives by Working with Other Governmental Agencies

FISCAL IMPACT: The City will be providing proceeds up to $20,000,000 from the Leave Liability Fund. If approved, the loan will be included in the next quarterly budget update.

BACKGROUND & ANALYSIS: In 2020, the Fire Department began experiencing significant ambulance delays and challenges with the County's private ambulance provider's ability to meet their contractual response time obligations. Neighboring cities in the County experienced similar delays. This was exacerbated by paramedic staffing shortages, COVID-19 pandemic, and ambulance patient offload delays at the local hospitals. The issue caused residents to have to wait for ambulance transport, in some cases up to an hour.

In 2022, in an effort to mitigate delays, the City of Ontario entered into an Agreement with the Emergency Medical Services Division of CONFIRE, a joint powers authority to share in the responsibility of collaborative development and implementation of a regionally shared EMS delivery system that provides Advanced Life Support and Basic Life Support Ground Ambulance Services. CONFIRE together with its partner, Priority Ambulance, submitted a proposal to the San Bernardino County Board of Supervisors in response to Request for Proposals (RFP) Number ICEMA23-ICEMA-4811 for emergency ambulance and interfacility transport services. On December 5, 2023, the Board of Supervisors awarded the RFP to CONFIRE to provide Advanced Life Support and Basic Life Support Ground Ambulance Services.

The repayment of the loan for the Ambulance Servicing program will be as follows: The program is set to start in October of 2024. The first payment will be one year from the date of the advance (i.e. if the first draw is January 1, 2024, then the first payment shall be made on January 1, 2025) and thereafter the first day of each calendar month of each quarter (January 1st, April 1st, July 1st, October 1st). Additionally, as indicated in the agreement, each advance shall have two years from the draw date(s) to repay each advance. The final maturity date of the loan for the program, shall be the date which is four years from the effective date of the agreement. ConFire has two years to pay the loan off. The first payment for each draw is due one year after they receive each loan payment from the City.

Staff recommends the City of Ontario enter into an Agreement to assist in the start-up costs of the EMS Division of CONFIRE. The funds are needed for administrative support to commence operations of services and provide those services until billing and collections relating to such emergency services can fully fund the operation. Services are scheduled to commence October 2024. Based on past billing practices, revenues are expected to come in approximately three months after the start of service.

CITY OF ONTARIO
CONFIRE EMS PROGRAM
LOAN AGREEMENT

This CITY OF ONTARIO CONFIRE EMS PROGRAM LOAN AGREEMENT (the "Agreement") is made as of _____ 20__, by and between **CONSOLIDATED FIRE AGENCIES ("Borrower")**, a joint powers agency, acting on behalf of its **CONFIRE EMS**, a division of the Borrower **("EMS")** and the **CITY OF ONTARIO**, a California municipal corporation **("Lender")**.

RECITALS

A. Borrower is a joint powers agency, was created to provide services relating to the operation of a regional public safety communication system and cooperative program of fire protection, rescue and emergency medical services system.

B. EMS is a subsidiary division of Borrower, which provides emergency medical services to Borrower's member agencies (the "Member Agencies").

C. Borrower has requested that the Lender extend credit to Borrower in the form of a revolving line of credit with a maximum credit limit of Twenty Million Dollars ($20,000,000) for the purpose of providing emergency medical services and ambulance transportation services, and to fund the administrative support to commence operations, billings and collection services (the "Program").

D. The Lender has agreed to extend credit to Borrower, subject to and in accordance with the terms and conditions of this Agreement and the other "Loan Documents" as that term is defined below.

NOW, THEREFORE, for good and valuable consideration the parties agree as follows:

1. DEFINITIONS AND CONSTRUCTION.

1.1 Definitions. Capitalized terms in this Agreement that are not defined when first used shall have the meanings set forth below:

(a) **Advances**. The term "Advances" shall mean all funds advanced to the Borrower under the terms of this Agreement.

(b) **Administrative Statements**. Borrower's statements regarding administration of billing to insurance providers and federal and State agency reimbursement applications related to the Program.

(c) **Agreement**. The term "Agreement" shall mean this Agreement, any schedules hereto, any promissory notes, and assignments required hereunder (whether executed concurrently with or prior or subsequent to the date hereof), and any concurrent or subsequent amendments,

modifications, supplements, chattel paper, extensions, or schedules to any of the foregoing.

(d) **Authorized Officer**. The term "Authorized Officer" shall mean Executive Director of the Borrower.

(e) **Borrower's Books**. The term "Borrower's Books" shall mean: (a) all of Borrower's books and records including ledgers, records indicating, summarizing, or evidencing Borrower's assets or liabilities related to the Program; (b) all information relating to Borrower's business operations or financial condition related to the Program; and (c) all computer programs, disk or tape files, printouts, runs, or other computer prepared information, and the equipment containing such information related to the Program.

(f) **Business Day**. The term "Business Day" shall mean any day which is not a Saturday, Sunday, or other day on which banks in the State of California are authorized or required to close.

(g) **Event of Default.** The term "Event of Default" shall mean the occurrence of an event described in Section 6.1 below.

(h) **Financial Statement(s).** The term "Financial Statement(s)" shall mean all income statements, balance sheets, statements of retained earnings or other related statements which reflect the financial worth of Borrower related to the Program.

(i) **Loan**. The term "Loan" shall mean the aggregate of all Advances made by Lender to Borrower hereunder.

(j) **Loan Documents**. The term "Loan Documents" shall mean, collectively, this Agreement, the Note, any other note or notes executed by Borrower to the order of Lender, and any other document, instrument and agreement executed by Borrower in connection with this Agreement.

(k) **Maximum Credit Limit**. The term "Maximum Credit Limit" has the meaning provided in Section 2.1 below.

(l) **Members of the Borrower**. The term "Members of the Borrower" shall mean the "Parties" as described in the Joint Powers Agreement (Third Amended and Restated) and dated March 23, 2021, by and among the Members.

(m) **Note**. The term "Note" shall mean a promissory note delivered in connection with each draw hereunder, each in a minimum principal amount of One Million Dollars ($1,000,000), up to the maximum

aggregate amount of Twenty Million Dollars ($20,000,000), each executed by Borrower to the order of Lender, which will evidence Advances made to Borrower hereunder. The form of such note is attached hereto as Exhibit A.

(n) **Obligations**. The term "Obligations" shall mean all Advances together with interest thereon, Lender's expenses, and all other amounts payable by Borrower under the Loan Documents, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, and including any debt, liability, or obligation owing from Borrower to others which Lender may have obtained by assignment or otherwise, and further including all interest not paid when due and all Lender's expenses which Borrower is required to pay or reimburse by the Loan Documents, by law or otherwise.

(o) **Revenues**. The term "Revenues" means all billings for transport services and GMS services, which includes State and Federal reimbursement or supplemental reimbursement funds.

1.2 Construction. Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, to the singular include the plural, to the part include the whole, and "including" is not limiting, and "or" has the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Section, subsection, clause, and exhibit references are to this Agreement unless otherwise specified.

1.3 Accounting Terms. All accounting terms not specifically defined herein shall be construed in accordance with generally accepted accounting principles ("GAAP") as in effect from time to time. When used herein, the term "financial statements" shall include the notes and schedules thereto.

2. ADVANCES AND TERMS OF PAYMENT.

2.1 Extension of Credit. Subject to the full satisfaction of each and all of the conditions set forth in this Article II, and subject to the all other terms and conditions of this Agreement, Lender shall, upon the request of Borrower made from time to time but no later than two (2) years from _____, 2023, the effective date of this Agreement, and so long as no Event of Default has occurred and is continuing, or so long as this Agreement has not been terminated, and subject to the full satisfaction of each and all of the conditions set forth in this Agreement, make Advances to Borrower in an aggregate amount not to exceed, at any one time, the sum of the following (the "Maximum Credit Limit"): Twenty Million Dollars ($20,000,000.00), provided through the Lender's unrestricted funds other than the General Fund of the Lender.

2.2 Request for Advance. The Loan extended hereunder is a revolving line of credit, which means Borrower may borrow up to the maximum amounts hereunder. Borrower may take Advances in a minimum amount of One Million Dollars ($1,000,000). Total draws cannot exceed Twenty Million ($20,000,000). Advances, as well as directions for payment from Borrower's

deposit accounts maintained with Lender, must be requested in writing on behalf of Borrower by any Authorized Officer. Borrower agrees to be liable for all sums advanced in accordance with Borrower's or Borrower's authorized representative's instructions. The unpaid Advances owing hereunder, at any time, will be evidenced by a separate repayment schedule and Note to be added to this Agreement. All requests for Advances shall be received by Lender five (5) Business Days prior to the proposed date the requested Advance is to be made. Each request made to Lender for an Advance shall contain the following: (a) the aggregate principal amount of the Advance; (b) the Business Day the Borrower is requesting Lender to make the Advance, and (c) satisfaction of conditions of Section 2.13 hereof.

2.3 Authorization to Make Advances. Lender is hereby authorized to make Advances, solely from its unrestricted funds, other than the Lender's General Fund, based on a written request to Lender made by anyone purporting to be an Authorized Officer. Borrower hereby holds Lender harmless against any loss, claim, liability, cause of action, and damages arising out of Lender's reliance on such request in making an Advance hereunder.

2.4 Maturity Dates. Each Advance shall have two (2) years from the date of the effective Advance payment date (the "Closing Date") to repay the loan (the "Maturity Date"). The Final Maturity Date shall be the date which is four (4) years from _____, 2023, the effective date of this Agreement.

2.5 Security. The Loan and all other payment obligations under this Agreement and the Loan Documents will be payable from and secured by the Revenues of the Borrower.

2.6 Repayment of Note. For each Note, Borrower will pay scheduled principal and interest as follows:

(a) the first payment due for each Advance shall be the date one year from the date of such Advance (for example, if the first draw is January 1, 2024, then the first payment shall be made on January 1, 2025); and

(b) thereafter, on the first day of each calendar month or on the first date of each calendar quarter (January 1st, April 1st, July 1st, October 1st), as selected by the Borrower in each Advance request.

The entire Loan shall be paid in full by the Maturity Date.

2.7 Interest. Interest rate shall be determined by using the Local Agency Investment Fund (LAIF) daily effective yield rate, on each effective Closing Date. Interest on each Advance shall not exceed 4.00%.

2.8 Default Interest Rate. The interest rate after the occurrence of any Event of Default shall be calculated at the rate of 7.98% (the "Default Rate") on a monthly basis.

2.9 Insurance.

(a) Coverage. For the duration of this Agreement, Borrower shall maintain insurance against claims for injuries to persons or damages to property

which may arise from or in connection with the Program. Coverage shall be at least as broad as:

(1) **Commercial General Liability (CGL**): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(2) **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Borrower has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than $1,000,000 per accident for bodily injury and property damage.

(3) **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

(4) **Fidelity & Crime:** Fidelity & Crime coverage with a limit no less than $1,000,000 including coverage for employee dishonesty and theft, disappearance and destruction of money and securities.

If the Borrower maintains broader coverage and/or higher limits than the minimums shown above, the Lender requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Borrower. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Lender.

(b) **Policies**. The insurance policies shall contain, or be endorsed to contain, the following provisions:

(1) **Additional Insured Status**. The Lender, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Borrower including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Borrower's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

(2) **Primary Coverage**. For any claims related to this contract, the Borrower's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the Lender, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Lender, its officers, officials, employees, or volunteers shall be excess of the Borrower's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

(3) **Umbrella or Excess Policy**. The Borrower may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions ("SIRs"), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the additional insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Borrower's primary and excess liability policies are exhausted.

(4) **Notice of Cancellation**. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Lender.

(5) **Waiver of Subrogation**. Borrower hereby grants to Lender a waiver of any right to subrogation which any insurer of said Borrower may acquire against the Lender by virtue of the payment of any loss under such insurance. Borrower agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Lender has received a waiver of subrogation endorsement from the insurer.

(6) **Self-Insured Retentions**. Self-insured retentions must be declared to and approved by the Lender. The Lender may require the Borrower to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Lender. The CGL and any policies, including Excess liability policies, may not be subject to a SIR or deductible that exceeds $25,000 unless approved in writing by Lender. Any and all deductibles and SIRs shall be the sole responsibility of Borrower or subcontractor who procured such insurance and shall not apply to the indemnified additional insured parties. The Lender may deduct from any amounts otherwise due Borrower to fund the SIR/deductible. Policies shall not contain any SIR provision that limits the satisfaction of the SIR to the named insured. The policy must also provide that Defense costs, including the allocated loss adjustment expenses, will satisfy the SIR or deductible. The Lender reserves the right to obtain a copy of any policies and endorsements for verification.

(7) **Acceptability of Insurers**. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Lender.

(8) **Verification of Coverage**. Borrower shall furnish the Lender with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations and Endorsements pages are to be received and approved by the Lender before the Program commences. However, failure to obtain

the required documents prior to the work beginning shall not waive the Borrower's obligation to provide them. The Lender reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. The Lender reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

2.10 Accounting System. Borrower at all times hereafter shall maintain a standard and modern system of accounting in accordance with GAAP, with ledger and account cards or computer tapes, disks, printouts, and records pertaining to the Program which contain information as may from time to time be requested by Lender.

2.11 Records. Borrower shall keep full and accurate accounts and records of its operations according to GAAP.

2.12 Audit. Borrower shall permit Lender, its employees or agents upon request to inspect and test Borrower's books and records for the purpose of verifying the accuracy of all information required under the terms of this Agreement or submitted pursuant to this Agreement. Pursuant to this Section, Borrower shall grant Lender complete access (including computer access) to all records in whatever form, including accounts, bank statements, delinquency reports, collection reports and litigation reports, whether in hard form or on software.

2.13 Conditions to Each Advance. Lender shall not be obligated to disburse all or any portion of the first Advance and each subsequent Advance, unless and until Borrower has fully satisfied each and all of the following conditions:

(a) The outstanding principal balance owed on the Loan as evidenced by the Note does not at any time exceed the Maximum Credit Limit;

(b) Borrower shall have executed and delivered to Lender an original counterpart of this Agreement and a schedule of repayment for such draw;

(c) Borrower shall have executed and delivered to Lender an original Note for such draw;

(d) A duly executed resolution to borrow authorizing the loan transactions and authorizing specific officers to act on behalf of the Borrower in connection with this Agreement; and

(e) Borrower has delivered all approvals and incumbency certificates of officers of the Borrower executing any Loan Documents;

(f) Borrower's Counsel has delivered legal opinions addressed to Lender in form and substance satisfactory to the Lender and Lender's Counsel;

(g) Lender shall have received any and all additional documents, instruments and certificates required pursuant to this Agreement, or otherwise deemed necessary and requested by Lender.

(h) Borrower has delivered a certificate to Lender evidencing that (i) no Event of Default has occurred, (ii) all representations, warranties, and covenants are true and correct and (iii) no material adverse change has occurred with respect to the Borrower, since the date of the most recent audited financial statements delivered to the Lender.

(i) Borrower has paid all closing fees and expenses.

3. CONTINUING REPRESENTATIONS AND WARRANTIES

Borrower represents and warrants to Lender as follows, each such representation and warranty to continue so long as any Obligations remain unpaid:

3.1 Organization; Authority as to Loan Documents. The Borrower is in good standing under the laws of the State, has full legal right, power and authority to enter into the Loan Documents, and to carry out and consummate all transactions contemplated by the Loan Documents, and by proper action of its legislative body has duly authorized the execution, delivery and performance of the Loan Documents. The person(s) of the Borrower executing the Loan Documents to which the Borrower is a party are fully authorized to execute the same. The Loan Documents have been duly authorized, executed and delivered by the Borrower.

3.2 Proceedings; Enforceability. Assuming due execution and delivery by the other parties thereto, the Loan Documents to which the Borrower is a party will constitute the legal, valid and binding agreements of the Borrower enforceable against the Borrower in accordance with their terms; except in each case as enforcement may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights against public entities in the State of California, by the application of equitable principles regardless of whether enforcement is sought in a proceeding at law or in equity and by public policy.

3.3 No Conflicts. The execution and delivery of the Loan Documents, the consummation of the transactions herein and therein contemplated and the fulfillment of or compliance with the terms and conditions hereof and thereof, will not, in any material respect, conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under the Joint Powers Agreement for the Borrower entered into on September 21, 1990, as subsequently amended ("JPA Agreement"), its bylaws or to the best knowledge of the Borrower, any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, to which Borrower is subject, or any mortgage, deed of trust, loan agreement, lease, contract or other agreement or instrument to which the Borrower is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Borrower, which conflict, violation, breach, default, lien, charge or encumbrance might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Loan Documents or the financial condition, assets, properties or operations of the Borrower.

3.4 Litigation; Adverse Facts. Except as disclosed to Lender in writing prior to the date hereof, there is no legal action, nor is there a basis known to Borrower for any legal action, before or by any court or federal, state, municipal or other governmental authority, pending, or to the

knowledge of the Borrower, after reasonable investigation, threatened, against or affecting the Borrower, or its assets, properties or operations which, if determined adversely to the Borrower or its interests, would have a material adverse effect upon the consummation of the transactions contemplated by, or the validity of, the Loan Documents, upon the ability of Borrower to perform its obligations under the Loan Documents, or upon the financial condition, assets, properties or operations of the Borrower. Borrower is not in default (and no event has occurred and is continuing which with the giving of notice or the passage of time or both could constitute a default) with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Loan Documents, the ability of Borrower to perform its obligations under the Loan Documents, or the financial condition, assets, properties or operations of the Borrower. Borrower is not (a) in violation of any applicable law, which violation materially and adversely affects or may materially and adversely affect the business, operations, assets condition (financial or otherwise) or prospects of Borrower; (b) subject to, or in default with respect to, any other legal requirements that would have a material adverse effect on the business, operations, assets, condition (financial or otherwise) or prospects of Borrower; or (c) in default with respect to any agreement to which Borrower is a party or by which it is bound, which default would have a material adverse effect on the business, operations, assets, condition (financial or otherwise) or prospects of Borrower; and (d) there is no legal action pending or, to the knowledge of Borrower, threatened against or affecting Borrower questioning the validity or the enforceability of this Agreement.

3.5 Agreements; Consents; Approvals. Except as contemplated by the Loan Documents, the Borrower is not a party to any agreement or instrument or subject to any restriction that would materially adversely affect the Borrower. The Borrower is not in default in any material respect in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any other agreement or instrument to which it is a party or by which it is bound.

No consent or approval of any trustee or holder of any indebtedness of the Borrower, and to the best knowledge of the Borrower and only with respect to the Borrower, no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority (except no representation is made with respect to any state securities or "blue sky" laws) is necessary in connection with the execution and delivery of the Loan Documents or the consummation of any transaction herein or therein contemplated, or the fulfillment of or compliance with the terms and conditions hereof or thereof, except as have been obtained or made and as are in full force and effect.

3.6 No Bankruptcy Filing. The Borrower is not contemplating either the filing of a petition by it under any state or federal bankruptcy or insolvency law or the liquidation of all or a major portion of its property, and the Borrower has no knowledge of any person contemplating the filing of any such petition against it. As of the Closing Date, the Borrower has the ability to pay its debts as they become due.

3.7 Full and Accurate Disclosure. No statement of fact made by the Borrower in any Loan Document contains any untrue statement of a material fact or omits to state any material fact necessary to make statements contained therein in light of the circumstances in which they were

made, not misleading. There is no material fact or circumstance presently known to the Borrower that has not been disclosed to the Lender which materially and adversely affects the Program or the business, operations or financial condition or business prospects of the Borrower or the Borrower's ability to meet its obligations under this Agreement in a timely manner.

3.8 Compliance. The Borrower will comply, to the extent required, in all material respects with all applicable legal requirements. The Borrower is not in default or violation of any order, writ, injunction, decree or demand of any governmental authority, the violation of which would materially adversely affect the financial condition or business prospects or the business of the Borrower.

3.9 Contracts. All service, maintenance or repair contracts affecting the Projects have been entered into at arm's length (except for such contracts between the Borrower and the Lender) in the ordinary course of the Borrower's business and provide for the payment of fees in amounts and upon terms comparable to existing market rates.

3.10 Financial Information. All financial data, including any statements of cash flow and income and operating expense, that have been delivered to the Lender in respect of the Program by or on behalf of the Borrower, to the best knowledge of the Borrower, (a) are accurate and complete in all material respects, (b) accurately represent the financial condition of the Program as of the date of such reports, and (c) to the extent prepared by an independent certified public accounting firm, have been prepared in accordance with GAAP consistently applied throughout the periods covered, except as disclosed therein. Other than pursuant to or permitted by the Loan Documents or the Borrower organizational documents, the Borrower has no contingent liabilities, unusual forward or long-term commitments or unrealized or anticipated losses from any unfavorable commitments. Since the date of such financial statements, there has been no materially adverse change in the financial condition, operations or business of the Borrower from that set forth in said financial statements.

3.11 Federal Reserve Regulations. No part of the proceeds of the Borrower Loan will be used for the purpose of purchasing or acquiring any "margin stock" within the meaning of Regulation U of the Board of Governors of the Federal Reserve System or for any other purpose that would be inconsistent with such Regulation U or any other regulation of such Board of Governors, or for any purpose prohibited by law or any Loan Document.

3.12 Not a Foreign Person. The Borrower is not a "foreign person" within the meaning of §1445(0(3) of the Code.

3.13 Enforceability. The Loan Documents are not subject to, and the Borrower has not asserted, any right of rescission, set-off, counterclaim or defense, including the defense of usury.

3.14 Insurance. The Borrower has obtained the insurance required by Section 2.9 hereof and has delivered to the Lender copies of insurance policies or certificates of insurance reflecting the insurance coverages, amounts and other requirements set forth in this Agreement.

3.15 State Law Requirements. The Borrower hereby represents, covenants and agrees to comply with the provisions of all applicable state laws relating to the Loan Documents.

3.16 Fraudulent Transfer. The Borrower has not accepted the Loan or entered into any Loan Document with the actual intent to hinder, delay or defraud any creditor, and the Borrower has received reasonably equivalent value in exchange for its obligations under the Loan Documents. The Borrower does not intend to, and does not believe that it will, incur debts and liabilities (including contingent liabilities and other commitments) beyond its ability to pay such debts as they mature (taking into account the timing and amounts to be payable on or in respect of obligations of the Borrower).

3.17 Filing of Taxes. The Borrower has filed (or has obtained effective extensions for filing) all federal, state and local tax returns required to be filed, if any, and has paid or made adequate provision for the payment of all federal, state and local taxes, charges and assessments, if any, payable by the Borrower.

3.18 Approval of the Loan Documents. By its execution and delivery of this Agreement, the Borrower approves the form and substance of the Loan Documents, and agrees to carry out the responsibilities and duties specified in the Loan Documents to be carried out by the Borrower. The Borrower acknowledges that (a) it understands the nature and structure of the Program, (b) it is familiar with the provisions of all of the Loan Documents and other documents and instruments relating to the financing, and (c) it has not relied on the Lender for any guidance or expertise in analyzing the financial or other consequences of the transactions contemplated by the Loan Documents or otherwise relied on the Lender in any manner.

3.19 Other Documents. Each of the representations and warranties of Borrower contained in any of the other Loan Documents is true and correct in all material respects (or, in the case of representations or warranties contained in any of the other Loan Documents that speak as of a particular date, were true and correct in all material respects as of such date). All of such representations and warranties are incorporated herein for the benefit of Lender.

3.20 Survival of Representations and Covenants. All of the representations and warranties in the Loan Documents (i) shall survive for so long as any portion of the Obligations remains due and owing and (ii) shall be deemed to have been relied upon by the Lender notwithstanding any investigation heretofore or hereafter made by the Lender or on its or their behalf.

3.21 Reliance by Lender; Cumulative. Each warranty, representation, and agreement contained in this Agreement shall be automatically deemed repeated with each Advance and shall be conclusively presumed to have been relied on by Lender regardless of any investigation made or information possessed by Lender. The warranties, representations, and agreements set forth in this Agreement shall be cumulative and in addition to any and all other warranties, representations, and agreements which Borrower shall now or hereafter give, or cause to be given, to Lender.

3.22 No Advisory or Fiduciary Role. The Borrower acknowledges and agrees that:

(a) the Lender has not assumed any advisory or fiduciary responsibility to the Borrower with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto;

(b) the only obligations the Lender has to the Borrower is with respect to this Agreement and the Loan Documents; and

(c) the Borrower has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

4. AFFIRMATIVE COVENANTS

During the term of this Agreement, the Borrower hereby covenants and agrees with the Lender that:

4.1 Existence. The Borrower shall (i) do or cause to be done all things necessary to preserve, renew and keep in full force and effect its existence and its material rights, (ii) continue to engage in the business presently conducted by it, and (iii) qualify to do business and remain in good standing under the laws of the State.

4.2 Litigation. The Borrower shall give prompt written notice to the Lender of any litigation, governmental proceedings or claims or investigations regarding an alleged actual violation of a state or federal law pending or, to the Borrower's knowledge, threatened against the Borrower which might materially adversely affect the Borrower's condition (financial or otherwise) or business.

4.3 Performance of Other Agreements. The Borrower shall observe and perform in all material respects each and every term to be observed or perforated by it pursuant to the terms of any agreement or instrument affecting or pertaining to the Program.

4.4 Notices. The Borrower shall promptly advise the Lender in writing of (a) any material adverse changes in the Borrower's financial condition, assets, or properties or operations, (b) any fact or circumstance affecting the Borrower or the Program that materially and adversely affects the Borrower's ability to meet its obligations hereunder or under any of the other Loan Document to which it is a party in a timely manner, or (c) the occurrence of any Event of Default of which the Borrower has knowledge**.**

4.5 Lender's Fees. The Borrower covenants to pay the reasonable fees and expenses of the Lender or any agents, attorneys, accountants, consultants selected by the Lender to act on its behalf in connection with this Agreement and the other Loan Documents, including, without limitation, any and all reasonable expenses incurred in connection with the making of the Loan or in connection with any litigation which may at any time be instituted involving the Loan, this Agreement, the other Loan Documents, or any of the other documents contemplated thereby, or in connection with the reasonable supervision or inspection of the Borrower, its properties, assets or operations or otherwise in connection with the administration of the foregoing. This obligation shall remain valid and in effect notwithstanding repayment of the Loan hereunder or termination of this Agreement.

4.6 Expenses. The Borrower shall pay all reasonable expenses incurred by the Lender in connection with the Loan, including reasonable fees and expenses of the Lender's attorneys and other consultants. The Borrower shall, upon request, promptly reimburse the Lender for all

reasonable amounts expended, advanced or incurred by the Lender to collect the Note, or to enforce the rights of the Lender under this Agreement or any other Loan Document, or to defend or assert the rights and claims of the Lender under the Loan Documents arising out of an Event of Default or with respect to the Program (by litigation or other proceedings) arising out of an Event of Default, which amounts will include all court costs, attorneys' fees and expenses, fees of auditors and accountants, and investigation expenses as may be reasonably incurred by the Lender in connection with any such matters (whether or not litigation is instituted), together with interest at the Default Rate.

4.7 Indemnity. In addition to its other obligations hereunder, and in addition to any and all rights of reimbursement, indemnification, subrogation and other rights of Lender pursuant hereto and under law or equity, to the fullest extent permitted by law, the Borrower agrees to indemnify, hold harmless and defend the Lender, and each of its respective officers, directors, employees, attorneys and agents (each an "Indemnified Party"), against any and all losses, damages, claims, actions, liabilities, reasonable costs and expenses of any nature, kind or character (including, without limitation, reasonable attorneys' fees, litigation and court costs, amounts paid in settlement (to the extent that the Borrower has consented to such settlement) and amounts paid to discharge judgments) (hereinafter, the "Liabilities") to which the Indemnified Parties, or any of them, may become subject under federal or state securities laws or any other statutory law or at common law or otherwise, to the extent arising out of or based upon or in any way relating to this Agreement and the Loan Documents in all cases except where the Lender is proven to have been guilty of gross negligence or willful misconduct. The rights of any persons to indemnity hereunder shall survive the final payment or defeasance of the Loan. The provisions of this Section shall survive the termination of this Agreement.

4.8 Notice of Default. The Borrower will advise the Lender promptly in writing of the occurrence of any Event of Default hereunder, specifying the nature and period of existence of such event and the actions being taken or proposed to be taken with respect thereto.

4.9 Information; Financial Statements and Reports; Debt Service Coverage.

(a) Borrower shall furnish or cause to be furnished to Lender:

(1) Notice of Default. As soon as possible, and in any event not later than five (5) Business Days after the occurrence of any Event of Default, a statement of an Authorized Representative of Borrower describing the details of such Event of Default and any curative action Borrower proposes to take;

(2) Financial and Administrative Statements. The Borrower shall provide to Lender monthly Financial Statements and Administrative Statements for the Lender to review, and prior to December 1, 2024, such reports shall include the Borrower's monthly report of Administrative Activities, with a separate statement of EMS activity, and after October 1, 2024, the Borrower shall include in its monthly report the number of service calls received in the previous month;

(3) Audit Reports. Promptly upon receipt thereof, copies of all reports, if any, submitted to Borrower by independent public accountants in connection with each

annual, interim or special audit of the financial statements of Borrower made by such accountants, including the comment letter submitted by such accountants to management in connection with their annual audit;

(4) Certification of Non-Foreign Status. Promptly upon request of Lender from time to time, a Certification of Non-Foreign Status, executed on or after the date of such request by Lender;

(5) Compliance Certificates. Borrower provides a compliance certificate, in form and substance satisfactory to Lender and certified by an Authorized Borrower Representative, to the effect that Borrower is in compliance with all covenants, terms and conditions applicable to Borrower, under or pursuant to the Loan Documents and under or pursuant to any other debt owing by Borrower, and disclosing any noncompliance therewith, and any Event of Default, and describing the status of Borrower's actions to correct such noncompliance or Event of Default, as applicable; and

(6) Other Items and Information. Such other information concerning the assets, business, financial condition, operations, property, prospects and results of operations of Borrower, as Lender reasonably requests from time to time.

4.10 Continued Existence of Borrower. The Borrower shall take or cause to be taken all actions reasonably necessary to continue the Borrower's existence during the term of this Agreement, including but not limited to the addition or substitution of one or more members of the Borrower and execution of an amendment to the Borrower's JPA Agreement, to provide for the addition or substitution of such members.

5. NEGATIVE COVENANTS.

Borrower hereby covenants and agrees as follows, which covenants shall remain in effect so long as any Obligation or other obligation of Borrower under any of the other Loan Documents remains outstanding or unperformed. Borrower covenants and agrees that it will not, directly or indirectly:

5.1 Assignment of Rights. Borrower shall not attempt to assign Borrower's rights under the Loan Document without the Lender's prior written consent.

5.2 Principal Place of Business. Borrower shall not change its principal place of business without providing 30 days' prior written notice of the change to the Lender.

5.3 Fiscal Year. Borrower shall not change the times of commencement or termination of its fiscal year or other accounting periods, or change its methods of accounting, other than to conform to GAAP, without written notice to the Lender.

5.4 Publicity. Borrower shall not issue any publicity release or other communication to any print, broadcast or on-line media, post any sign or in any other way identify Lender as the source of the financing provided for herein, without the prior written approval of Lender in each instance (provided that nothing herein shall prevent Borrower from identifying Lender as the source of such

financing to the extent that Borrower is required to do so by disclosure requirements applicable to public entities within the State of California).

6. DEFAULT AND REMEDIES.

6.1 Events of Default. Any one or more of the following events shall constitute an "Event of Default" by Borrower under this Agreement:

(a) Borrower fails to pay the regularly scheduled principal or interest on the Loan when due.

(b) Borrower fails to pay when due and payable, or when declared due and payable, any amounts payable under the Note or other Loan Documents and such amount is not paid within five (5) days after such amount is due and payable;

(c) Borrower fails or neglects to perform, or observe when due, any term, provision, condition, covenant, warranty or representation contained in this Agreement or in any Loan Documents, or in any other present or future agreement or arrangement between Borrower and Lender, and such default shall not have been cured within fifteen (15) business days after notice thereof is given to Borrower by Lender;

(d) Any material portion of Borrower's assets are attached, seized, subjected to a writ or distress warrant, or are levied upon, or come into the possession of any judicial officer, or any lien is filed or recorded against the assets of the Borrower by a governmental agency, or any judgment against the Borrower becomes a lien against any of the Borrower's assets;

(e) A voluntary or involuntary petition in bankruptcy or for reorganization or for an arrangement or any composition, readjustment, liquidation, dissolution or similar relief pursuant to the federal bankruptcy law or under similar present or future federal or state bankruptcy or insolvency law, is filed by or against Borrower, and such petition is not dismissed within sixty (60) days thereafter;

(f) Borrower makes an assignment of all or any portion of its assets for the benefit of creditors;

(g) Borrower is enjoined, restrained, or in any way prevented by court order from continuing to conduct all or any material part of its business affairs;

(h) There is a default in any material agreement to which Borrower is a party with third parties resulting in a right by such third parties to accelerate the maturity of Borrower's indebtedness;

(i) Any government agency files a lien or commences an action or any third party files a claim or lawsuit against Borrower in connection with a violation of state or federal environmental statutes, which claim may result in a substantial fine or penalty or the payment of damages;

(j) Borrower suspends its business or ceases doing business as a going concern;

(k) Failure by the Borrower to pay, when due, a final, non-appealable judgment or order over $500,000 which shall be rendered against the Borrower and such judgment has not been vacated, discharged, satisfied or stayed by the Borrower within a period of 30 days; and

(l) Any representation or warranty in the Loan or Loan Documents is not true when made.

6.2 Lender's Rights and Remedies. Upon the occurrence of an Event of Default, Lender may, at its election, without notice of its election and without demand, do any one or more of the following, all of which are authorized by Borrower:

(a) Terminate Lender's obligation to make Advances to Borrower hereunder;

(b) Declare all of Borrower's obligations to Lender immediately due and payable, whether evidenced by the Note, by any of the other (collectively "Loan Documents") or otherwise;

(c) Exercise such remedies against the Members of the Borrower pursuant to Section 7(d) of the Joint Powers Agreement (Third Amended and Restated) dated March 23, 2021, by and among such Members of the Borrower, up to the maximum pro rata liability described therein for each of the Members of the Borrower; and

(d) Exercise all other rights and remedies available to Lender under the Loan Documents, at law or in equity.

6.3 Default Interest. From and after the occurrence of any Event of Default, interest shall accrue daily at the Default Interest Rate on all amounts outstanding under the Loan and shall be payable on demand.

6.4 Remedies Cumulative. Lender's rights and remedies under this Agreement, the Note, the Loan Documents, and all other agreements shall be cumulative. No exercise by Lender of one right or remedy shall be deemed an election, and no waiver by Lender of any Event of Default on Borrower's part shall be deemed a continuing waiver. No delay by Lender shall constitute a waiver, election, or acquiescence by it.

7. MISCELLANEOUS.

7.1 Further Assurances. Borrower shall execute and acknowledge (if appropriate) any further documents consistent with the terms of this Agreement, including documents in recordable form, as the Lender shall from time to time find necessary or appropriate to effectuate its purposes in entering into this Agreement.

7.2 Entire Agreement, Waivers, and Amendments. This Agreement incorporates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the parties with respect to all or part of the subject matter of this Agreement. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the party to be charged. A waiver of the breach of the covenants, conditions or obligations under this Agreement by either party shall not be construed as a waiver of any succeeding breach of the same or other covenants, conditions or obligations of this Agreement. Any amendment or modification to this Agreement must be in writing and executed by the appropriate authorities of Lender and Borrower.

7.3 Waiver of Jury Trial. The Lender and the Borrower shall waive their right to trial by jury; provided, however, that in the event that the waiver of jury trial is unenforceable for any reason, the parties shall be submit to judicial reference.

7.4 Governing Law; Venue. This Agreement shall be governed in accordance with the laws of the State of California. Any legal action brought under this Agreement must be instituted in the Superior Court of the County of San Bernardino, State of California, in an appropriate municipal court in that county, or in the Federal District Court in the Central District of California.

7.5 Non-Discrimination. Borrower covenants by and for itself, its successors and assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, religion, sex, marital status, national origin or ancestry in the construction, use, or enjoyment of the Program, nor shall Borrower itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation. Borrower shall comply with all applicable non-discrimination laws.

7.6 Assignment. Lender may, at its option, assign this Agreement and/or its right to receive repayment of the Loan without the consent of Borrower. In no event shall Borrower assign or transfer any portion of this Agreement without the prior express written consent of Lender, which consent may be withheld in Lender's sole and absolute discretion. No assumption of the Loan shall be permitted at any time.

7.7 Compliance With Laws. Borrower shall comply with all federal and state laws, statutes and regulations affecting the ownership of its property and the conduct of its business

7.8 Notices. All notices, consents, approvals and requests required or permitted hereunder or under any other Loan Document shall be deemed to be given and made when delivered by hand, by recognized overnight delivery service, confirmed facsimile transmission (provided any telecopy or other electronic transmission received by any party after 4:00 p.m., local time, as

evidenced by the time shown on such transmission, shall be deemed to have been received the following Business Day), or five (5) calendar days after deposited in the United States mail, registered or certified, postage prepaid, with return receipt requested, addressed as follows:

If to the Borrower:	Consolidated Fire Agencies 1743 Miro Way Rialto, California 92376 Attention: Executive Director Telephone: _____
with a copy to: (which shall not constitute notice to Borrower)	Lindsay K. Moore Attorney at Law Kingsley Bogard LLP 600 Coolidge Drive, Suite 160 Folsom, California 95630 Telephone: (916) 932-2500
If to the Lender:	City of Ontario 303 East B Street Ontario, California 91764 Attention: City Manager Telephone: (909) 395-2000
and with a copy to: (which shall not constitute notice to Lender)	Best Best & Krieger LLP 3390 University Avenue, 5th Floor Riverside, CA 92501 Attention: Kim Byrens Telephone: (951) 826-8273

7.9 Expenses. Borrower shall pay all expenses incurred by Lender with respect to this Agreement and the Loan.

7.10 Execution in Counterpart. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

(Signature page follows)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CONSOLIDATED FIRE AGENCIES a joint powers agency, acting on behalf of its CONFIRE EMS

_____
Signature

_____
Print Name

_____
Signature

_____
Print Name

CITY OF ONTARIO

By: _____

Its: City Manager

ATTEST:

_____
City Clerk

APPROVED: City Attorney

By: _____

-Signature Page-
City of Ontario
Confire EMS Program
Loan Agreement

EXHIBIT A

[FORM OF NOTE]

$_____
PROMISSORY NOTE
CONFIRE

[Date]

For value received, CONSOLIDATED FIRE AGENCIES ("CONFIRE"), a joint exercise of powers authority existing pursuant to the Section 6500 et seq. of the California Government Code (the "Borrower"), promises to pay to the CITY OF ONTARIO, at 303 East B Street, Ontario, California, the principal sum of $_____ Dollars ($_____), with interest from the date hereof on unpaid principal at the rate of _____ percent (____%) per annum, according to the Schedule of Note Payments, an Exhibit 1 hereto, and payable in full on _____, ____.

Payment of this Promissory Note by Borrower shall be limited solely to the revenues which may lawfully be pledged of the Borrower pursuant to a CITY OF ONTARIO CONFIRE EMS PROGRAM LOAN AGREEMENT, dated as of _____, 2023, between the Borrower and the City of Ontario, as lender thereunder. Payment shall be credited first on interest then due; and the remainder on principal; and the interest shall thereupon cease upon the principal so credited. Should default be made in payment of principal and interest, the whole sum of principal and interest shall, at the option of the holder of this note, become immediately due. Principal and interest is payable in lawful money of the United States.

All or any portion of the principal portion of this Promissory Note may be paid on any date without premium or penalty at the option of the Authority, by presentment of this Promissory Note with the unpaid principal portion together with interest accrued thereon to the date set for prepayment.

In the event that at any time after the date of this Promissory Note either party shall institute any action or proceeding against the other relating to the provisions of this Promissory Note, or any default hereunder, the party not prevailing in the action or proceeding shall reimburse the prevailing party for its reasonable expenses of attorney's fees, costs and disbursements incurred on any appeal from the action or proceeding. In addition, as a separate, severable item, the prevailing party shall recover all attorney's fees, costs and disbursements incurred in enforcing any judgment, and this provision is intended to be severable from other provisions of this Promissory Note and to survive any judgment, and it is not to be deemed to be merged into such judgment.

CONSOLIDATED FIRE AGENCIES

_____
Chairman of the Board of Directors of the
Consolidated Fire Agencies

EXHIBIT 1

SCHEDULE OF NOTE PAYMENTS

which may arise from or in connection with the Program. Coverage shall be at least as broad as:

(1) **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(2) **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Borrower has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than $1,000,000 per accident for bodily injury and property damage. .

(3) **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

(4) **Fidelity & Crime:** Fidelity & Crime coverage with a limit no less than $1,000,000 including coverage for employee dishonesty and theft, disappearance and destruction of money and securities.

If the Borrower maintains broader coverage and/or higher limits than the minimums shown above, the Lender requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Borrower. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Lender.

(b) **Policies**. The insurance policies shall contain, or be endorsed to contain, the following provisions:

(1) **Additional Insured Status**. The Lender, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Borrower including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Borrower's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

(2) **Primary Coverage**. For any claims related to this contract, the Borrower's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the Lender, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Lender, its officers, officials, employees, or volunteers shall be excess of the Borrower's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

(3) **Umbrella or Excess Policy**. The Borrower may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions ("SIRs"), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the additional insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Borrower's primary and excess liability policies are exhausted.

(4) **Notice of Cancellation**. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Lender.

(5) **Waiver of Subrogation**. Borrower hereby grants to Lender a waiver of any right to subrogation which any insurer of said Borrower may acquire against the Lender by virtue of the payment of any loss under such insurance. Borrower agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Lender has received a waiver of subrogation endorsement from the insurer.

(6) **Self-Insured Retentions**. Self-insured retentions must be declared to and approved by the Lender. The Lender may require the Borrower to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Lender. The CGL and any policies, including Excess liability policies, may not be subject to a SIR or deductible that exceeds $25,000 unless approved in writing by Lender. Any and all deductibles and SIRs shall be the sole responsibility of Borrower or subcontractor who procured such insurance and shall not apply to the indemnified additional insured parties. The Lender may deduct from any amounts otherwise due Borrower to fund the SIR/deductible. Policies shall not contain any SIR provision that limits the satisfaction of the SIR to the named insured. The policy must also provide that Defense costs, including the allocated loss adjustment expenses, will satisfy the SIR or deductible. The Lender reserves the right to obtain a copy of any policies and endorsements for verification.

(7) **Acceptability of Insurers**. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Lender.

(8) **Verification of Coverage**. Borrower shall furnish the Lender with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations and Endorsements pages are to be received and approved by the Lender before the Program commences. However, failure to obtain

the required documents prior to the work beginning shall not waive the Borrower's obligation to provide them. The Lender reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. The Lender reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

2.10 Accounting System. Borrower at all times hereafter shall maintain a standard and modern system of accounting in accordance with GAAP, with ledger and account cards or computer tapes, disks, printouts, and records pertaining to the Program which contain information as may from time to time be requested by Lender.

2.11 Records. Borrower shall keep full and accurate accounts and records of its operations according to GAAP.

2.12 Audit. Borrower shall permit Lender, its employees or agents upon request to inspect and test Borrower's books and records for the purpose of verifying the accuracy of all information required under the terms of this Agreement or submitted pursuant to this Agreement. Pursuant to this Section, Borrower shall grant Lender complete access (including computer access) to all records in whatever form, including accounts, bank statements, delinquency reports, collection reports and litigation reports, whether in hard form or on software.

2.13 Conditions to Each Advance. Lender shall not be obligated to disburse all or any portion of the first Advance and each subsequent Advance, unless and until Borrower has fully satisfied each and all of the following conditions:

(a) The outstanding principal balance owed on the Loan as evidenced by the Note does not at any time exceed the Maximum Credit Limit;

(b) Borrower shall have executed and delivered to Lender an original counterpart of this Agreement and a schedule of repayment for such draw;

(c) Borrower shall have executed and delivered to Lender an original Note for such draw;

(d) A duly executed resolution to borrow authorizing the loan transactions and authorizing specific officers to act on behalf of the Borrower in connection with this Agreement; and

(e) Borrower has delivered all approvals and incumbency certificates of officers of the Borrower executing any Loan Documents;

(f) Borrower's Counsel has delivered legal opinions addressed to Lender in form and substance satisfactory to the Lender and Lender's Counsel;

(g) Lender shall have received any and all additional documents, instruments and certificates required pursuant to this Agreement, or otherwise deemed necessary and requested by Lender.

(h) Borrower has delivered a certificate to Lender evidencing that (i) no Event of Default has occurred, (ii) all representations, warranties, and covenants are true and correct and (iii) no material adverse change has occurred with respect to the Borrower, since the date of the most recent audited financial statements delivered to the Lender.

(i) Borrower has paid all closing fees and expenses.

3. CONTINUING REPRESENTATIONS AND WARRANTIES

Borrower represents and warrants to Lender as follows, each such representation and warranty to continue so long as any Obligations remain unpaid:

3.1 Organization; Authority as to Loan Documents. The Borrower is in good standing under the laws of the State, has full legal right, power and authority to enter into the Loan Documents, and to carry out and consummate all transactions contemplated by the Loan Documents, and by proper action of its legislative body has duly authorized the execution, delivery and performance of the Loan Documents. The person(s) of the Borrower executing the Loan Documents to which the Borrower is a party are fully authorized to execute the same. The Loan Documents have been duly authorized, executed and delivered by the Borrower.

3.2 Proceedings; Enforceability. Assuming due execution and delivery by the other parties thereto, the Loan Documents to which the Borrower is a party will constitute the legal, valid and binding agreements of the Borrower enforceable against the Borrower in accordance with their terms; except in each case as enforcement may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights against public entities in the State of California, by the application of equitable principles regardless of whether enforcement is sought in a proceeding at law or in equity and by public policy.

3.3 No Conflicts. The execution and delivery of the Loan Documents, the consummation of the transactions herein and therein contemplated and the fulfillment of or compliance with the terms and conditions hereof and thereof, will not, in any material respect, conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under the Joint Powers Agreement for the Borrower entered into on September 21, 1990, as subsequently amended ("JPA Agreement"), its bylaws or to the best knowledge of the Borrower, any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, to which Borrower is subject, or any mortgage, deed of trust, loan agreement, lease, contract or other agreement or instrument to which the Borrower is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Borrower, which conflict, violation, breach, default, lien, charge or encumbrance might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Loan Documents or the financial condition, assets, properties or operations of the Borrower.

3.4 Litigation; Adverse Facts. Except as disclosed to Lender in writing prior to the date hereof, there is no legal action, nor is there a basis known to Borrower for any legal action, before or by any court or federal, state, municipal or other governmental authority, pending, or to the

knowledge of the Borrower, after reasonable investigation, threatened, against or affecting the Borrower, or its assets, properties or operations which, if determined adversely to the Borrower or its interests, would have a material adverse effect upon the consummation of the transactions contemplated by, or the validity of, the Loan Documents, upon the ability of Borrower to perform its obligations under the Loan Documents, or upon the financial condition, assets, properties or operations of the Borrower. Borrower is not in default (and no event has occurred and is continuing which with the giving of notice or the passage of time or both could constitute a default) with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Loan Documents, the ability of Borrower to perform its obligations under the Loan Documents, or the financial condition, assets, properties or operations of the Borrower. Borrower is not (a) in violation of any applicable law, which violation materially and adversely affects or may materially and adversely affect the business, operations, assets condition (financial or otherwise) or prospects of Borrower; (b) subject to, or in default with respect to, any other legal requirements that would have a material adverse effect on the business, operations, assets, condition (financial or otherwise) or prospects of Borrower; or (c) in default with respect to any agreement to which Borrower is a party or by which it is bound, which default would have a material adverse effect on the business, operations, assets, condition (financial or otherwise) or prospects of Borrower; and (d) there is no legal action pending or, to the knowledge of Borrower, threatened against or affecting Borrower questioning the validity or the enforceability of this Agreement.

3.5 Agreements; Consents; Approvals. Except as contemplated by the Loan Documents, the Borrower is not a party to any agreement or instrument or subject to any restriction that would materially adversely affect the Borrower. The Borrower is not in default in any material respect in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any other agreement or instrument to which it is a party or by which it is bound.

No consent or approval of any trustee or holder of any indebtedness of the Borrower, and to the best knowledge of the Borrower and only with respect to the Borrower, no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority (except no representation is made with respect to any state securities or "blue sky" laws) is necessary in connection with the execution and delivery of the Loan Documents or the consummation of any transaction herein or therein contemplated, or the fulfillment of or compliance with the terms and conditions hereof or thereof, except as have been obtained or made and as are in full force and effect.

3.6 No Bankruptcy Filing. The Borrower is not contemplating either the filing of a petition by it under any state or federal bankruptcy or insolvency law or the liquidation of all or a major portion of its property, and the Borrower has no knowledge of any person contemplating the filing of any such petition against it. As of the Closing Date, the Borrower has the ability to pay its debts as they become due.

3.7 Full and Accurate Disclosure. No statement of fact made by the Borrower in any Loan Document contains any untrue statement of a material fact or omits to state any material fact necessary to make statements contained therein in light of the circumstances in which they were

made, not misleading. There is no material fact or circumstance presently known to the Borrower that has not been disclosed to the Lender which materially and adversely affects the Program or the business, operations or financial condition or business prospects of the Borrower or the Borrower's ability to meet its obligations under this Agreement in a timely manner.

3.8 Compliance. The Borrower will comply, to the extent required, in all material respects with all applicable legal requirements. The Borrower is not in default or violation of any order, writ, injunction, decree or demand of any governmental authority, the violation of which would materially adversely affect the financial condition or business prospects or the business of the Borrower.

3.9 Contracts. All service, maintenance or repair contracts affecting the Projects have been entered into at arm's length (except for such contracts between the Borrower and the Lender) in the ordinary course of the Borrower's business and provide for the payment of fees in amounts and upon terms comparable to existing market rates.

3.10 Financial Information. All financial data, including any statements of cash flow and income and operating expense, that have been delivered to the Lender in respect of the Program by or on behalf of the Borrower, to the best knowledge of the Borrower, (a) are accurate and complete in all material respects, (b) accurately represent the financial condition of the Program as of the date of such reports, and (c) to the extent prepared by an independent certified public accounting firm, have been prepared in accordance with GAAP consistently applied throughout the periods covered, except as disclosed therein. Other than pursuant to or permitted by the Loan Documents or the Borrower organizational documents, the Borrower has no contingent liabilities, unusual forward or long-term commitments or unrealized or anticipated losses from any unfavorable commitments. Since the date of such financial statements, there has been no materially adverse change in the financial condition, operations or business of the Borrower from that set forth in said financial statements.

3.11 Federal Reserve Regulations. No part of the proceeds of the Borrower Loan will be used for the purpose of purchasing or acquiring any "margin stock" within the meaning of Regulation U of the Board of Governors of the Federal Reserve System or for any other purpose that would be inconsistent with such Regulation U or any other regulation of such Board of Governors, or for any purpose prohibited by law or any Loan Document.

3.12 Not a Foreign Person. The Borrower is not a "foreign person" within the meaning of §1445(0(3) of the Code.

3.13 Enforceability. The Loan Documents are not subject to, and the Borrower has not asserted, any right of rescission, set-off, counterclaim or defense, including the defense of usury.

3.14 Insurance. The Borrower has obtained the insurance required by Section 2.9 hereof and has delivered to the Lender copies of insurance policies or certificates of insurance reflecting the insurance coverages, amounts and other requirements set forth in this Agreement.

3.15 State Law Requirements. The Borrower hereby represents, covenants and agrees to comply with the provisions of all applicable state laws relating to the Loan Documents.

3.16 Fraudulent Transfer. The Borrower has not accepted the Loan or entered into any Loan Document with the actual intent to hinder, delay or defraud any creditor, and the Borrower has received reasonably equivalent value in exchange for its obligations under the Loan Documents. The Borrower does not intend to, and does not believe that it will, incur debts and liabilities (including contingent liabilities and other commitments) beyond its ability to pay such debts as they mature (taking into account the timing and amounts to be payable on or in respect of obligations of the Borrower).

3.17 Filing of Taxes. The Borrower has filed (or has obtained effective extensions for filing) all federal, state and local tax returns required to be filed, if any, and has paid or made adequate provision for the payment of all federal, state and local taxes, charges and assessments, if any, payable by the Borrower.

3.18 Approval of the Loan Documents. By its execution and delivery of this Agreement, the Borrower approves the form and substance of the Loan Documents, and agrees to carry out the responsibilities and duties specified in the Loan Documents to be carried out by the Borrower. The Borrower acknowledges that (a) it understands the nature and structure of the Program, (b) it is familiar with the provisions of all of the Loan Documents and other documents and instruments relating to the financing, and (c) it has not relied on the Lender for any guidance or expertise in analyzing the financial or other consequences of the transactions contemplated by the Loan Documents or otherwise relied on the Lender in any manner.

3.19 Other Documents. Each of the representations and warranties of Borrower contained in any of the other Loan Documents is true and correct in all material respects (or, in the case of representations or warranties contained in any of the other Loan Documents that speak as of a particular date, were true and correct in all material respects as of such date). All of such representations and warranties are incorporated herein for the benefit of Lender.

3.20 Survival of Representations and Covenants. All of the representations and warranties in the Loan Documents (i) shall survive for so long as any portion of the Obligations remains due and owing and (ii) shall be deemed to have been relied upon by the Lender notwithstanding any investigation heretofore or hereafter made by the Lender or on its or their behalf.

3.21 Reliance by Lender; Cumulative. Each warranty, representation, and agreement contained in this Agreement shall be automatically deemed repeated with each Advance and shall be conclusively presumed to have been relied on by Lender regardless of any investigation made or information possessed by Lender. The warranties, representations, and agreements set forth in this Agreement shall be cumulative and in addition to any and all other warranties, representations, and agreements which Borrower shall now or hereafter give, or cause to be given, to Lender.

3.22 No Advisory or Fiduciary Role. The Borrower acknowledges and agrees that:

(a) the Lender has not assumed any advisory or fiduciary responsibility to the Borrower with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto;

(b) the only obligations the Lender has to the Borrower is with respect to this Agreement and the Loan Documents; and

(c) the Borrower has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

4. AFFIRMATIVE COVENANTS

During the term of this Agreement, the Borrower hereby covenants and agrees with the Lender that:

4.1 Existence. The Borrower shall (i) do or cause to be done all things necessary to preserve, renew and keep in full force and effect its existence and its material rights, (ii) continue to engage in the business presently conducted by it, and (iii) qualify to do business and remain in good standing under the laws of the State.

4.2 Litigation. The Borrower shall give prompt written notice to the Lender of any litigation, governmental proceedings or claims or investigations regarding an alleged actual violation of a state or federal law pending or, to the Borrower's knowledge, threatened against the Borrower which might materially adversely affect the Borrower's condition (financial or otherwise) or business.

4.3 Performance of Other Agreements. The Borrower shall observe and perform in all material respects each and every term to be observed or perforated by it pursuant to the terms of any agreement or instrument affecting or pertaining to the Program.

4.4 Notices. The Borrower shall promptly advise the Lender in writing of (a) any material adverse changes in the Borrower's financial condition, assets, or properties or operations, (b) any fact or circumstance affecting the Borrower or the Program that materially and adversely affects the Borrower's ability to meet its obligations hereunder or under any of the other Loan Document to which it is a party in a timely manner, or (c) the occurrence of any Event of Default of which the Borrower has knowledge.

4.5 Lender's Fees. The Borrower covenants to pay the reasonable fees and expenses of the Lender or any agents, attorneys, accountants, consultants selected by the Lender to act on its behalf in connection with this Agreement and the other Loan Documents, including, without limitation, any and all reasonable expenses incurred in connection with the making of the Loan or in connection with any litigation which may at any time be instituted involving the Loan, this Agreement, the other Loan Documents, or any of the other documents contemplated thereby, or in connection with the reasonable supervision or inspection of the Borrower, its properties, assets or operations or otherwise in connection with the administration of the foregoing. This obligation shall remain valid and in effect notwithstanding repayment of the Loan hereunder or termination of this Agreement.

4.6 Expenses. The Borrower shall pay all reasonable expenses incurred by the Lender in connection with the Loan, including reasonable fees and expenses of the Lender's attorneys and other consultants. The Borrower shall, upon request, promptly reimburse the Lender for all

reasonable amounts expended, advanced or incurred by the Lender to collect the Note, or to enforce the rights of the Lender under this Agreement or any other Loan Document, or to defend or assert the rights and claims of the Lender under the Loan Documents arising out of an Event of Default or with respect to the Program (by litigation or other proceedings) arising out of an Event of Default, which amounts will include all court costs, attorneys' fees and expenses, fees of auditors and accountants, and investigation expenses as may be reasonably incurred by the Lender in connection with any such matters (whether or not litigation is instituted), together with interest at the Default Rate.

4.7 Indemnity. In addition to its other obligations hereunder, and in addition to any and all rights of reimbursement, indemnification, subrogation and other rights of Lender pursuant hereto and under law or equity, to the fullest extent permitted by law, the Borrower agrees to indemnify, hold harmless and defend the Lender, and each of its respective officers, directors, employees, attorneys and agents (each an "Indemnified Party"), against any and all losses, damages, claims, actions, liabilities, reasonable costs and expenses of any nature, kind or character (including, without limitation, reasonable attorneys' fees, litigation and court costs, amounts paid in settlement (to the extent that the Borrower has consented to such settlement) and amounts paid to discharge judgments) (hereinafter, the "Liabilities") to which the Indemnified Parties, or any of them, may become subject under federal or state securities laws or any other statutory law or at common law or otherwise, to the extent arising out of or based upon or in any way relating to this Agreement and the Loan Documents in all cases except where the Lender is proven to have been guilty of gross negligence or willful misconduct. The rights of any persons to indemnity hereunder shall survive the final payment or defeasance of the Loan. The provisions of this Section shall survive the termination of this Agreement.

4.8 Notice of Default. The Borrower will advise the Lender promptly in writing of the occurrence of any Event of Default hereunder, specifying the nature and period of existence of such event and the actions being taken or proposed to be taken with respect thereto.

4.9 Information; Financial Statements and Reports; Debt Service Coverage.

(a) Borrower shall furnish or cause to be furnished to Lender:

(1) Notice of Default. As soon as possible, and in any event not later than five (5) Business Days after the occurrence of any Event of Default, a statement of an Authorized Representative of Borrower describing the details of such Event of Default and any curative action Borrower proposes to take;

(2) Financial and Administrative Statements. The Borrower shall provide to Lender monthly Financial Statements and Administrative Statements for the Lender to review, and prior to December 1, 2024, such reports shall include the Borrower's monthly report of Administrative Activities, with a separate statement of EMS activity, and after October 1, 2024, the Borrower shall include in its monthly report the number of service calls received in the previous month;

(3) Audit Reports. Promptly upon receipt thereof, copies of all reports, if any, submitted to Borrower by independent public accountants in connection with each

annual, interim or special audit of the financial statements of Borrower made by such accountants, including the comment letter submitted by such accountants to management in connection with their annual audit;

(4) Certification of Non-Foreign Status. Promptly upon request of Lender from time to time, a Certification of Non-Foreign Status, executed on or after the date of such request by Lender;

(5) Compliance Certificates. Borrower provides a compliance certificate, in form and substance satisfactory to Lender and certified by an Authorized Borrower Representative, to the effect that Borrower is in compliance with all covenants, terms and conditions applicable to Borrower, under or pursuant to the Loan Documents and under or pursuant to any other debt owing by Borrower, and disclosing any noncompliance therewith, and any Event of Default, and describing the status of Borrower's actions to correct such noncompliance or Event of Default, as applicable; and

(6) Other Items and Information. Such other information concerning the assets, business, financial condition, operations, property, prospects and results of operations of Borrower, as Lender reasonably requests from time to time.

4.10 Continued Existence of Borrower. The Borrower shall take or cause to be taken all actions reasonably necessary to continue the Borrower's existence during the term of this Agreement, including but not limited to the addition or substitution of one or more members of the Borrower and execution of an amendment to the Borrower's JPA Agreement, to provide for the addition or substitution of such members.

5. NEGATIVE COVENANTS.

Borrower hereby covenants and agrees as follows, which covenants shall remain in effect so long as any Obligation or other obligation of Borrower under any of the other Loan Documents remains outstanding or unperformed. Borrower covenants and agrees that it will not, directly or indirectly:

5.1 Assignment of Rights. Borrower shall not attempt to assign Borrower's rights under the Loan Document without the Lender's prior written consent.

5.2 Principal Place of Business. Borrower shall not change its principal place of business without providing 30 days' prior written notice of the change to the Lender.

5.3 Fiscal Year. Borrower shall not change the times of commencement or termination of its fiscal year or other accounting periods, or change its methods of accounting, other than to conform to GAAP, without written notice to the Lender.

5.4 Publicity. Borrower shall not issue any publicity release or other communication to any print, broadcast or on-line media, post any sign or in any other way identify Lender as the source of the financing provided for herein, without the prior written approval of Lender in each instance (provided that nothing herein shall prevent Borrower from identifying Lender as the source of such

financing to the extent that Borrower is required to do so by disclosure requirements applicable to public entities within the State of California).

6. DEFAULT AND REMEDIES.

6.1 Events of Default. Any one or more of the following events shall constitute an "Event of Default" by Borrower under this Agreement:

(a) Borrower fails to pay the regularly scheduled principal or interest on the Loan when due.

(b) Borrower fails to pay when due and payable, or when declared due and payable, any amounts payable under the Note or other Loan Documents and such amount is not paid within five (5) days after such amount is due and payable;

(c) Borrower fails or neglects to perform, or observe when due, any term, provision, condition, covenant, warranty or representation contained in this Agreement or in any Loan Documents, or in any other present or future agreement or arrangement between Borrower and Lender, and such default shall not have been cured within fifteen (15) business days after notice thereof is given to Borrower by Lender;

(d) Any material portion of Borrower's assets are attached, seized, subjected to a writ or distress warrant, or are levied upon, or come into the possession of any judicial officer, or any lien is filed or recorded against the assets of the Borrower by a governmental agency, or any judgment against the Borrower becomes a lien against any of the Borrower's assets;

(e) A voluntary or involuntary petition in bankruptcy or for reorganization or for an arrangement or any composition, readjustment, liquidation, dissolution or similar relief pursuant to the federal bankruptcy law or under similar present or future federal or state bankruptcy or insolvency law, is filed by or against Borrower, and such petition is not dismissed within sixty (60) days thereafter;

(f) Borrower makes an assignment of all or any portion of its assets for the benefit of creditors;

(g) Borrower is enjoined, restrained, or in any way prevented by court order from continuing to conduct all or any material part of its business affairs;

(h) There is a default in any material agreement to which Borrower is a party with third parties resulting in a right by such third parties to accelerate the maturity of Borrower's indebtedness;

(i) Any government agency files a lien or commences an action or any third party files a claim or lawsuit against Borrower in connection with a violation of state or federal environmental statutes, which claim may result in a substantial fine or penalty or the payment of damages;

(j) Borrower suspends its business or ceases doing business as a going concern;

(k) Failure by the Borrower to pay, when due, a final, non-appealable judgment or order over $500,000 which shall be rendered against the Borrower and such judgment has not been vacated, discharged, satisfied or stayed by the Borrower within a period of 30 days; and

(l) Any representation or warranty in the Loan or Loan Documents is not true when made.

6.2 Lender's Rights and Remedies. Upon the occurrence of an Event of Default, Lender may, at its election, without notice of its election and without demand, do any one or more of the following, all of which are authorized by Borrower:

(a) Terminate Lender's obligation to make Advances to Borrower hereunder;

(b) Declare all of Borrower's obligations to Lender immediately due and payable, whether evidenced by the Note, by any of the other (collectively "Loan Documents") or otherwise;

(c) Exercise such remedies against the Members of the Borrower pursuant to Section 7(d) of the Joint Powers Agreement (Third Amended and Restated) dated March 23, 2021, by and among such Members of the Borrower, up to the maximum pro rata liability described therein for each of the Members of the Borrower; and

(d) Exercise all other rights and remedies available to Lender under the Loan Documents, at law or in equity.

6.3 Default Interest. From and after the occurrence of any Event of Default, interest shall accrue daily at the Default Interest Rate on all amounts outstanding under the Loan and shall be payable on demand.

6.4 Remedies Cumulative. Lender's rights and remedies under this Agreement, the Note, the Loan Documents, and all other agreements shall be cumulative. No exercise by Lender of one right or remedy shall be deemed an election, and no waiver by Lender of any Event of Default on Borrower's part shall be deemed a continuing waiver. No delay by Lender shall constitute a waiver, election, or acquiescence by it.

7. MISCELLANEOUS.

7.1 Further Assurances. Borrower shall execute and acknowledge (if appropriate) any further documents consistent with the terms of this Agreement, including documents in recordable form, as the Lender shall from time to time find necessary or appropriate to effectuate its purposes in entering into this Agreement.

7.2 Entire Agreement, Waivers, and Amendments. This Agreement incorporates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the parties with respect to all or part of the subject matter of this Agreement. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the party to be charged. A waiver of the breach of the covenants, conditions or obligations under this Agreement by either party shall not be construed as a waiver of any succeeding breach of the same or other covenants, conditions or obligations of this Agreement. Any amendment or modification to this Agreement must be in writing and executed by the appropriate authorities of Lender and Borrower.

7.3 Waiver of Jury Trial. The Lender and the Borrower shall waive their right to trial by jury; provided, however, that in the event that the waiver of jury trial is unenforceable for any reason, the parties shall be submit to judicial reference.

7.4 Governing Law; Venue. This Agreement shall be governed in accordance with the laws of the State of California. Any legal action brought under this Agreement must be instituted in the Superior Court of the County of San Bernardino, State of California, in an appropriate municipal court in that county, or in the Federal District Court in the Central District of California.

7.5 Non-Discrimination. Borrower covenants by and for itself, its successors and assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, religion, sex, marital status, national origin or ancestry in the construction, use, or enjoyment of the Program, nor shall Borrower itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation. Borrower shall comply with all applicable non-discrimination laws.

7.6 Assignment. Lender may, at its option, assign this Agreement and/or its right to receive repayment of the Loan without the consent of Borrower. In no event shall Borrower assign or transfer any portion of this Agreement without the prior express written consent of Lender, which consent may be withheld in Lender's sole and absolute discretion. No assumption of the Loan shall be permitted at any time.

7.7 Compliance With Laws. Borrower shall comply with all federal and state laws, statutes and regulations affecting the ownership of its property and the conduct of its business

7.8 Notices. All notices, consents, approvals and requests required or permitted hereunder or under any other Loan Document shall be deemed to be given and made when delivered by hand, by recognized overnight delivery service, confirmed facsimile transmission (provided any telecopy or other electronic transmission received by any party after 4:00 p.m., local time, as

evidenced by the time shown on such transmission, shall be deemed to have been received the following Business Day), or five (5) calendar days after deposited in the United States mail, registered or certified, postage prepaid, with return receipt requested, addressed as follows:

If to the Borrower:	Consolidated Fire Agencies 1743 Miro Way Rialto, California 92376 Attention: Executive Director Telephone: _____
with a copy to: (which shall not constitute notice to Borrower)	Lindsay K. Moore Attorney at Law Kingsley Bogard LLP 600 Coolidge Drive, Suite 160 Folsom, California 95630 Telephone: (916) 932-2500
If to the Lender:	City of Ontario 303 East B Street Ontario, California 91764 Attention: City Manager Telephone: (909) 395-2000
and with a copy to: (which shall not constitute notice to Lender)	Best Best & Krieger LLP 3390 University Avenue, 5th Floor Riverside, CA 92501 Attention: Kim Byrens Telephone: (951) 826-8273

7.9 Expenses. Borrower shall pay all expenses incurred by Lender with respect to this Agreement and the Loan.

7.10 Execution in Counterpart. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

(Signature page follows)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CONSOLIDATED FIRE AGENCIES a joint powers agency, acting on behalf of its CONFIRE EMS

Signature

Lynne B Kennedy

Print Name

Signature

Nathan Cook

Print Name

CITY OF ONTARIO

By: _____

Its: City Manager

ATTEST:

_____

City Clerk

APPROVED: City Attorney

By: _____

-Signature Page-
City of Ontario
Confire EMS Program
Loan Agreement

EXHIBIT A

[FORM OF NOTE]

$_____
PROMISSORY NOTE
CONFIRE

[Date]

For value received, CONSOLIDATED FIRE AGENCIES ("CONFIRE"), a joint exercise of powers authority existing pursuant to the Section 6500 et seq. of the California Government Code (the "Borrower"), promises to pay to the CITY OF ONTARIO, at 303 East B Street, Ontario, California, the principal sum of $_____ Dollars ($_____), with interest from the date hereof on unpaid principal at the rate of _____ percent (____%) per annum, according to the Schedule of Note Payments, an Exhibit 1 hereto, and payable in full on _____, ____.

Payment of this Promissory Note by Borrower shall be limited solely to the revenues which may lawfully be pledged of the Borrower pursuant to a CITY OF ONTARIO CONFIRE EMS PROGRAM LOAN AGREEMENT, dated as of _____, 2023, between the Borrower and the City of Ontario, as lender thereunder. Payment shall be credited first on interest then due; and the remainder on principal; and the interest shall thereupon cease upon the principal so credited. Should default be made in payment of principal and interest, the whole sum of principal and interest shall, at the option of the holder of this note, become immediately due. Principal and interest is payable in lawful money of the United States.

All or any portion of the principal portion of this Promissory Note may be paid on any date without premium or penalty at the option of the Authority, by presentment of this Promissory Note with the unpaid principal portion together with interest accrued thereon to the date set for prepayment.

In the event that at any time after the date of this Promissory Note either party shall institute any action or proceeding against the other relating to the provisions of this Promissory Note, or any default hereunder, the party not prevailing in the action or proceeding shall reimburse the prevailing party for its reasonable expenses of attorney's fees, costs and disbursements incurred on any appeal from the action or proceeding. In addition, as a separate, severable item, the prevailing party shall recover all attorney's fees, costs and disbursements incurred in enforcing any judgment, and this provision is intended to be severable from other provisions of this Promissory Note and to survive any judgment, and it is not to be deemed to be merged into such judgment.

CONSOLIDATED FIRE AGENCIES

_____
Chairman of the Board of Directors of the
Consolidated Fire Agencies

EXHIBIT 1

SCHEDULE OF NOTE PAYMENTS

CITY OF ONTARIO *Agenda Report* **December 19, 2023**	**SECTION:** **CONSENT CALENDAR**
Department: Fire Department Prepared By: Pam Martinez Staff Member Presenting: Ray Gayk, Fire Chief Reviewed By: Belinda Negrete Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 20

SUBJECT: AUTHORIZE THE PURCHASE OF THREE TYPE 1 AMBULANCES

RECOMMENDATION: That the City Council take the following actions:

A. Authorize the City Manager to execute the sole source purchase of up to three Medix Metro Express 153 Type 1 Ambulance from Republic EVS of Santa Fe Springs, California, in an amount not to exceed $1,033,252; and
B. Appropriate $450,000 to purchase equipment to outfit three ambulances.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the Growth and Evolution of the City's Economy
Operate in a Businesslike Manner
Maintain the Current High Level of Public Safety
Pursue City's Goals and Objectives by Working with Other Governmental Agencies

FISCAL IMPACT: If approved, appropriations in the Equipment Services Fund of $1,033,252 for three ambulances and $450,000 for equipment, for a total not-to-exceed amount of $1,483,252, will be included in the Mid-Year Budget Update.

BACKGROUND & ANALYSIS: In the spring of 2021, as a direct response to extreme response time delays from the City's private ambulance provider and the lack of available ambulances in our county over the past three years, the Ontario Fire Department deployed Alternate Transport Vehicles (ATVs), which included the purchase of a Type I Ford F450 ambulance from Republic EVS. The ambulance purchased is configured to provide the highest level of patient care for our citizens. The size and specification are critical to positive patient outcomes and designed for safe operation by Fire and Safety personnel.

On December 5, 2023, the County of San Bernardino selected a new ambulance provider and awarded the contract to CONFIRE. In preparation for the new service model, as a participating CONFIRE agency, the Ontario Fire Department recommends the purchase of three additional ambulances. The initial County deployment will include two City ambulances staffed with Ontario

Fire personnel. The tentative date for implementation is October 2024. In anticipation of the awarded contract to CONFIRE, the Ontario Fire Department reserved three chassis from Republic EVS. The chassis are now ready for build and the expected delivery date from Republic EVS is August 2024.

It is vital that the ambulance layout and serviceability match our current ambulance—the location of gear, access to the gurney, and layout matter for optimal patient care during an emergency. This standardization will assist our fire mechanics in maintenance, repair management, and time, as well as the ability to stock vital parts needed to maintain our fleet.

Each ambulance costs $344,417 for a total of $1,033,252. The additional cost needed to outfit the ambulance with EMS and Fire equipment is $150,000 each, for a total of $450,000. The total cost to purchase and implement three ambulances is $1,483,252. To meet the needs of the Ontario Fire Department and taking into consideration the continued nationwide supply chain shortages, Staff is recommending a sole source purchase through Republic EVS.

Republic EVS
12410 Clark St.
Santa Fe Springs, CA 90670

Offer and Purchase Agreement for: **Ontario Fire Department**

Three (3) Medix Specialty Vehicles Type I ME 153" on 2023 Ford F-450 4 x 2 Diesel Powered Chassis, Two Door Standard Cab

All prices are quoted to included Government Factory Rebates. Rebates are subject to change. If the current Rebate amount changes or becomes unavailable. The difference per vehicle will be invoiced to the Purchaser. Pricing is subject to change if additional options are requested.

Description	Qty	Price Each	Extended Price
Three (3) Medix Specialty Vehicles Type I ME 153" on 2023 Ford F-450 4 x 2 Diesel Powered Chassis, Two Door Standard Cab	3	$316,606.89	$949,820.68
Chassis VIN Number(s): To Be Determined After Production Start Date			
Tax (Based on a Rate of 8.75%)	3	$27,703.10	$83,109.31
DMV Fee	3	$95.00	$285.00
Tire Fee	3	$12.25	$36.75
Total Purchase Price	**3**	**$344,417.24**	**$1,033,251.73**

Date Offered: December 13, 2023
One Million Thirty Three Thousand Two Hundred Fifty One Dollars and Seventy Three Cents
$1,033,251.73

Offer is based off of build quote as well as reference drawings if applicable. A final engineered build quote for customer review and approval will be provided prior to ambulance construction. Any changes requested from a pre build meeting may result in additional charges.

Payment Terms: 100% payment of the contract is due at time of delivery unless otherwise specified in writing. Title for the ambulance will be delivered in Seven (7) business days or less once payment has processed through the financial institution.

Delivery Terms: Delivery shall be 180 days or less after Receipt of Chassis as well as approved work order and production drawing if applicable. F.O.B. shall be Santa Fe Springs, CA.

Signature below represents acceptance of above contract and terms:

Ontario Fire Department

12/13/2023
Signature Date

Printed Name

Title

Republic EVS


12/13/2023
Signature Date

Garett Adelman
Printed Name

Director of Sales
Title

CITY OF ONTARIO *Agenda Report* **December 19, 2023**	**SECTION:** **PUBLIC HEARINGS**
Department: Planning Prepared By: Diane Ayala Staff Member Presenting: Scott Murphy, Executive Director Community Development Reviewed By: Kimberly Ruddins, Henry Noh, Rudy Zeledon Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 21

SUBJECT: **A PUBLIC HEARING TO CONSIDER AN AMENDMENT TO THE PARKSIDE SPECIFIC PLAN (FILE NO. PSPA21-006) SUBMITTED BY SC ONTARIO DEVELOPMENT COMPANY, LLC**

RECOMMENDATION: That the City Council consider and adopt:

A. A Resolution approving an Addendum to the Parkside Specific Plan Environmental Impact Report (Certified EIR) (State Clearinghouse No. 2004011008) that was certified on September 5, 2006; and
B. A Resolution approving File No. PSAP21-006, an Amendment to the Parkside Specific Plan to; [1] increase the residential unit capacity from 1,947 to 2,851 dwelling units by modifying density ranges in residential planning areas and adjusting certain planning area boundaries; [2] decrease commercial land use from 11.15 acres of land to 2.77 acres of land within Planning Area 19; [3] decrease Great Park land use from 58.86 acres of land to 37.38 acres within Planning Area 21; [4] increase residential land use from 9.58 acres of land to 27.81 acres within Planning Areas 17 and 18; [5] update certain development standards and building categories; and [6] eliminate the private open space land use in Planning Areas 23, 24, and 25.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the Growth and Evolution of the City's Economy
Operate in a Businesslike Manner
Focus Resources in Ontario's Commercial and Residential Neighborhoods
Ensure the Development of a Well Planned, Balanced, and Self-Sustaining Community in Ontario Ranch

FISCAL IMPACT: There is not a direct fiscal impact associated with the adoption of the Parkside Specific Plan Amendment. Any potential long-term fiscal impacts and anticipated expenditures to the City would be offset by development impact fees and property tax revenues from the future development.

BACKGROUND & ANALYSIS: The Parkside Specific Plan was approved by the City Council on September 5, 2006. The Specific Plan established the land use designations, development standards, design guidelines and development capacity of 1,947 residential units and 115,000 square feet of commercial uses for the Specific Plan area, which is bordered by Ontario Ranch Road on the north, Eucalyptus Avenue on the south, Archibald Avenue on the east, and Carpenter Avenue on the west. The Specific Plan is comprised of 26 land use districts (planning areas), incorporating 19 distinctive neighborhoods and offering a variety of residential products. On June 16, 2020, City Council approved an Amendment to the Parkside Specific Plan, File No. PSPA19-007, to reconfigure the boundaries of Planning Areas 1 thru 4, 17 thru 19, and 21, revise internal circulation and revise design guidelines adding new housing types and architectural styles.

In August 2022, The Ontario Plan 2050 (TOP), including the Policy Plan (General Plan), was adopted by City Council. Parkside Specific Plan Planning Areas 17, 18, 19, and 21 were an "Area of Change," which changed the land use designations for the northern portion of Planning Area 19 from Neighborhood Commercial to Medium Density Residential (11.1-25.0 du/ac), consistent with other residential planning areas in the Parkside Specific Plan and changed the southern portion from Neighborhood Commercial to Mixed Use- Parkside. Additionally, designated open space areas along the east side of the Cucamonga Creek Channel and the north side of the Grand Park in Planning Area 21 were changed to Medium Density Residential (11.1-25.0 du/ac).

The Applicant has submitted a request to amend the Parkside Specific Plan, File No. PSPA21-006, to reconfigure certain planning areas, increase the residential capacity from 1,947 to 2,851 residential units to be consistent with TOP, decrease the Grand Park from 58.86 acres to 37.38 acres and decrease commercial development from 15.66 acres to 2.68 acres, clarify home building types, and update certain development standards.

SPECIFIC PLAN AMENDMENT: The proposed Amendment to the Parkside Specific Plan includes the following; [1] increase the residential unit capacity from 1,947 to 2,851 dwelling units by increasing the anticipated number of units across all residential planning areas, except for Planning Areas 1 thru 4, and adjusting boundaries of Planning Areas 17, 18, 19 and 21; [2] decrease commercial land use from 11.15 acres of land/115,000 square feet to 2.77 acres of land/15,000 square feet within Planning Area 19; [3] decrease Open Space land use from 58.86 acres of land to 37.38 acres within Planning Area 21; and [4] increase residential land use from 9.58 acres of land to 27.81 acres within Planning Areas 17 and 18. The changes to land use associated with the buildout of the Policy Plan Land Use Plan anticipates development of up to 3,858 residential units within the Parkside Specific Plan area. The proposed Specific Plan Amendment includes the addition of 904 residential units, for a total of 2,851 units, which is 1,007 fewer units than TOP, an approximate decrease of 100,000 square feet of commercial, and a decrease of approximately 21 gross acres of land for the Grand Park.

The Amendment further proposes to; [1] update certain development standards and clarify building home types; [2] where feasible, street parking on private streets may accommodate guest parking requirements; [3] multiple-family rental developments within a master plan community may deviate from the standard garage interior clear space of 10 feet by 20 feet as required by the Development Code to 9 feet by 20 feet or 10 feet by 18 feet where garages are proposed to meet up

to 33 percent of the parking requirement; and [4] eliminate the private open space- recreation land use in Planning Areas 23, 24, and 25. Section 7.6, Home Types, of the Parkside Specific Plan updates the “Introduction” narrative to include a description of the Detached Lane Loaded, Cluster Homes, Row Townhomes, and Multifamily Attached to further clarify by creating categories of allowable housing product types within designated planning areas. Eliminating the private open space recreation planning areas will allow for optimum marketing opportunities and flexibility in overall residential site design for individual developments. The open space recreation requirement will remain in place and will be reviewed in conjunction with proposed development plans.

All proposed changes to the Specific Plan are contained within the revised Specific Plan document attached to the related resolution as Attachment “A.” All new text have been highlighted in colored font and all deletions have been highlighted with a strikethrough.

ENVIROMENTAL REVIEW: The Application is a project pursuant to the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) ("CEQA") and an Addendum has been prepared to determine possible environmental impacts. Although the proposed project could have a significant effect on the environment, because all potentially significant effects have been analyzed adequately in an earlier Certified EIR and have been avoided or mitigated pursuant to that earlier Certified EIR, including revisions or mitigation measures that are imposed on the proposed project, nothing further is required. The Project will introduce no new significant environmental impacts beyond those previously analyzed in the Certified EIR, and all mitigation measures previously adopted by the Environmental Impact Report, and are incorporated in the Addendum, Attachment A—Addendum to the Resolution.

PLANNING COMMISSION REVIEW: On November 28, 2023, the Planning Commission conducted a public hearing and voted 6-0 to recommend that the City Council approve an Addendum to the Parkside Specific Plan Environmental Impact Report and the Amendment to the Parkside Specific Plan. At the same meeting, the Planning Commission approved Tentative Tract Map, File No. PM22-024, to subdivide 31.70 acres of land into 5 numbered lots for condominium purposes located within Planning Areas 17, 18, and 19, a Development Plan, File No. PDEV22-037, to construct 508 multiple family dwelling units on 30 acres of land within Planning Areas 17 and 18, and a Development Plan, PDEV22-029, to construct a park in 16.34 acres of land within Planning Area 21 of the Parkside Specific Plan, contingent upon City Council approval of the subject Application.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING AN ADDENDUM TO THE PARKSIDE SPECIFIC PLAN ENVIRONMENTAL IMPACT REPORT, PURSUANT TO THE REQUIREMENTS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AS AMENDED, FOR FILE NO. PSPA21-006 AND MAKING FINDINGS IN SUPPORT THEREOF — APNS: 0218-221-10, 0218-221-11, 0218-231-45, 0218-231-04, 0218-231-08, 0218-231-10, 0218-231-11, 0218-231-13, 0218-231-15, 0218-231-16, 0218-231-23, 0218-231-24, 0218-231-31, 0218-231-32, 0218-231-34, 0218-231-36, 0218-231-39, 0218-063-06, 0218-063-07, 0218-073-04, 0218-073-06, 0218-073-07, 0218-063-04, 0218-231-47 AND 0218-231-48.

WHEREAS, SC ONTARIO DEVELOPMENT COMPANY, LLC. (hereinafter referred to as Applicant) has filed an Application for the approval of an Amendment to the Parkside Specific Plan (File No. PSPA21-006), which consists of; a) increase the residential unit capacity from 1,947 to 2,851 dwelling units by modifying density ranges in residential planning areas and adjusting certain planning area boundaries; b) decrease commercial land use from 11.15 acres of land to 2.77 acres of land within Planning Area 19; c) decrease Great Park land use from 58.86 acres of land to 37.38 acres within Planning Area 21; d) increase residential land use from 9.58 acres of land to 27.81 acres within Planning Areas 17 and 18; e) update certain development standards and building categories; and f) eliminate the private open space land use in Planning Areas 23, 24, and 25, and is comprised of approximately 250 acres of land bordered by Carpenter Avenue on the west, Archibald Avenue on the east, Eucalyptus Avenue on the south, and Ontario Ranch Road on the north in the City of Ontario, California (hereinafter referred to as "Application" or "Project"); and

WHEREAS, the Parkside Specific Plan (File No. PSP03-002) Environmental Impact Report (SCH# 2004011008) certified by the City Council on September 5, 2006, (hereinafter referred to as Certified EIR), in which development and use of the Project site was discussed; and

WHEREAS, the Planning Director of the City of Ontario has prepared and approved for attachment to the certified Environmental Impact Report, an Addendum to the Certified EIR (hereinafter referred to as EIR Addendum) in accordance with the requirements of the California Environmental Quality Act of 1970, together with State and local guidelines implementing said Act, all as amended to date (collectively referred to as CEQA); and

WHEREAS, the EIR Addendum concluded that implementation of the Project could result in a number of significant effects on the environment that were previously analyzed in the Certified EIR, and that the Certified EIR identified mitigation measures that would reduce each of those significant effects to a less-than-significant level; and

WHEREAS, pursuant to State CEQA Guidelines Section 15164(a), a lead agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary to a project, but the preparation of a subsequent or supplemental EIR is not required; and

WHEREAS, the City determined that none of the conditions requiring preparation of a subsequent or supplemental EIR would occur from the Project, and that preparation of an Addendum to the Certified EIR was appropriate; and

WHEREAS, at the October 24, 2023, Planning Commission hearing, the Planning Commission voted to continue the item to the November 28, 2023, hearing date; and

WHEREAS, on November 28, 2023, the Planning Commission of the City of Ontario conducted a hearing to consider the Addendum and concluded said hearing on that date, voting to issue Resolution No. PC23-094, recommending that the City Council conclude that none of the conditions requiring preparation of a subsequent or supplemental EIR have occurred, and further recommending that the City Council take actions on the Project in compliance with CEQA and state and local guidelines implementing CEQA; and

WHEREAS, the City of Ontario is the lead agency on the Project, and the City Council is the decision-making authority for the requested approval to construct and otherwise undertake the Project; and

WHEREAS, the City Council has reviewed and considered the EIR Addendum for the Project, has concluded that none of the conditions requiring preparation of a subsequent or supplemental EIR have occurred, and intends to take actions on the Project in compliance with CEQA and state and local guidelines implementing CEQA; and

WHEREAS, the EIR Addendum for the Project is on file in the Planning Department, located at 303 East B Street, Ontario, CA 91764, are available for inspection by any interested person at that location and are, by this reference, incorporated into this Resolution as if fully set forth herein; and

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

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

SECTION 1: ***Environmental Determination and Findings.*** As the decision-making authority for the Project, the City Council has reviewed and considered the information contained in the administrative record for the Project. Based upon the facts and information contained in the administrative record, including all written and oral evidence presented to the City Council, the City Council finds as follows:

(1) The environmental impacts of the Project were reviewed in conjunction with an Addendum to the Parkside Specific Plan Environmental Impact Report (State Clearinghouse No. 2004011008, certified by the Ontario City Council on September 5, 2006 in conjunction with File No. PSP03-002); and

(2) The EIR Addendum and administrative record have been completed in compliance with CEQA, the State CEQA Guidelines, and the City of Ontario Local CEQA Guidelines; and

(3) The City's "Guidelines for the Implementation of the California Environmental Quality Act (CEQA)" provide for the use of a single environmental assessment in situations where the impacts of subsequent projects are adequately analyzed. This Application introduces no new significant environmental impacts; and

(4) All previously adopted mitigation measures shall be a condition of project approval, as they are applicable to the Project, and are incorporated herein by this reference; and

(5) The EIR Addendum contains a complete and accurate reporting of the environmental impacts associated with the Project, and reflects the independent judgment of the City Council; and

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

SECTION 2: ***Additional Environmental Review Not Required.*** Based on the Addendum, all related information presented to the City Council, and the specific findings set forth in Section 1, above, the City Council finds that the preparation of a subsequent or supplemental Environmental Impact Report is not required for the Project, as the Project:

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

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

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

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

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

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

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

SECTION 3: ***City Council Action.*** Based upon the findings and conclusions set forth in Sections 1 and 2, above, the City Council hereby finds that based upon the entire record of proceedings before it, and all information received, that there is no substantial evidence that the Project will constitute substantial changes to the Certified SEIR, and does hereby approve the EIR Addendum, attached hereto as Attachment A, and incorporated herein by this reference.

SECTION 4: ***Indemnification.*** The Applicant shall agree to defend, indemnify and hold harmless, the City of Ontario or its agents, officers, and employees from any claim, action or proceeding against the City of Ontario or its agents, officers or employees to attack, set aside, void, or annul this approval. The City of Ontario shall promptly notify the applicant of any such claim, action, or proceeding, and the City of Ontario shall cooperate fully in the defense.

SECTION 5: ***Custodian of Records.*** The documents and materials that constitute the record of proceedings on which these findings have been based are located at the City of Ontario City Hall, 303 East B Street, Ontario, California 91764. The custodian for these records is the City Clerk of the City of Ontario.

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

PASSED, APPROVED, AND ADOPTED this 19th day of December 2023.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2023- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held December 19, 2023 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2023- duly passed and adopted by the Ontario City Council at their regular meeting held December 19, 2023.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

ATTACHMENT A:

Addendum to Parkside Specific Plan
Environmental Impact Report

(Addendum to follow this page)

City of Ontario
Planning Department
303 East "B" Street
Ontario, California
Phone: (909) 395-2036
Fax: (909) 395-2420

California Environmental Quality Act
Environmental Checklist Form

Project Title/File No(s).: Parkside Specific Plan Amendment (PSPA21-006), Tentative Tract Map 20487 (PMTT22-024), Santa Barbara at Parkside Development Plan (PDEV22-037), Great Park Development Plan (PDEV22-029), and Development Agreement Amendment (PDA05-002)

Lead Agency: City of Ontario, 303 East "B" Street, Ontario, California 91764, (909) 395-2036

Contact Person: Diana Ayala, Senior Planner

Project Sponsor: SC Ontario Development Company, LLC

Project Location and Setting: The approximately 248.46-gross-acre Parkside Specific Plan area (Specific Plan area) is located in southwestern San Bernardino County, within the Ontario Ranch area of the City of Ontario. The City of Ontario is located approximately 40 miles from downtown Los Angeles, 20 miles from downtown San Bernardino, and 30 miles from Orange County (refer to Figure 1, Regional Location Map, and Figure 2, Vicinity Map). As illustrated on the aerial photograph presented on Figure 3, the Specific Plan area is located south of Ontario Ranch Road, west of Archibald Avenue, north of Eucalyptus Avenue, and east of Carpenter Avenue. The "Project site" evaluated in this Addendum encompasses approximately 189.61 gross acres (164.23 net acres) within the Parkside Specific Plan area and includes Planning Areas (PAs) 5 through 19 and PA 21 (Great Park) of the Parkside Specific Plan.

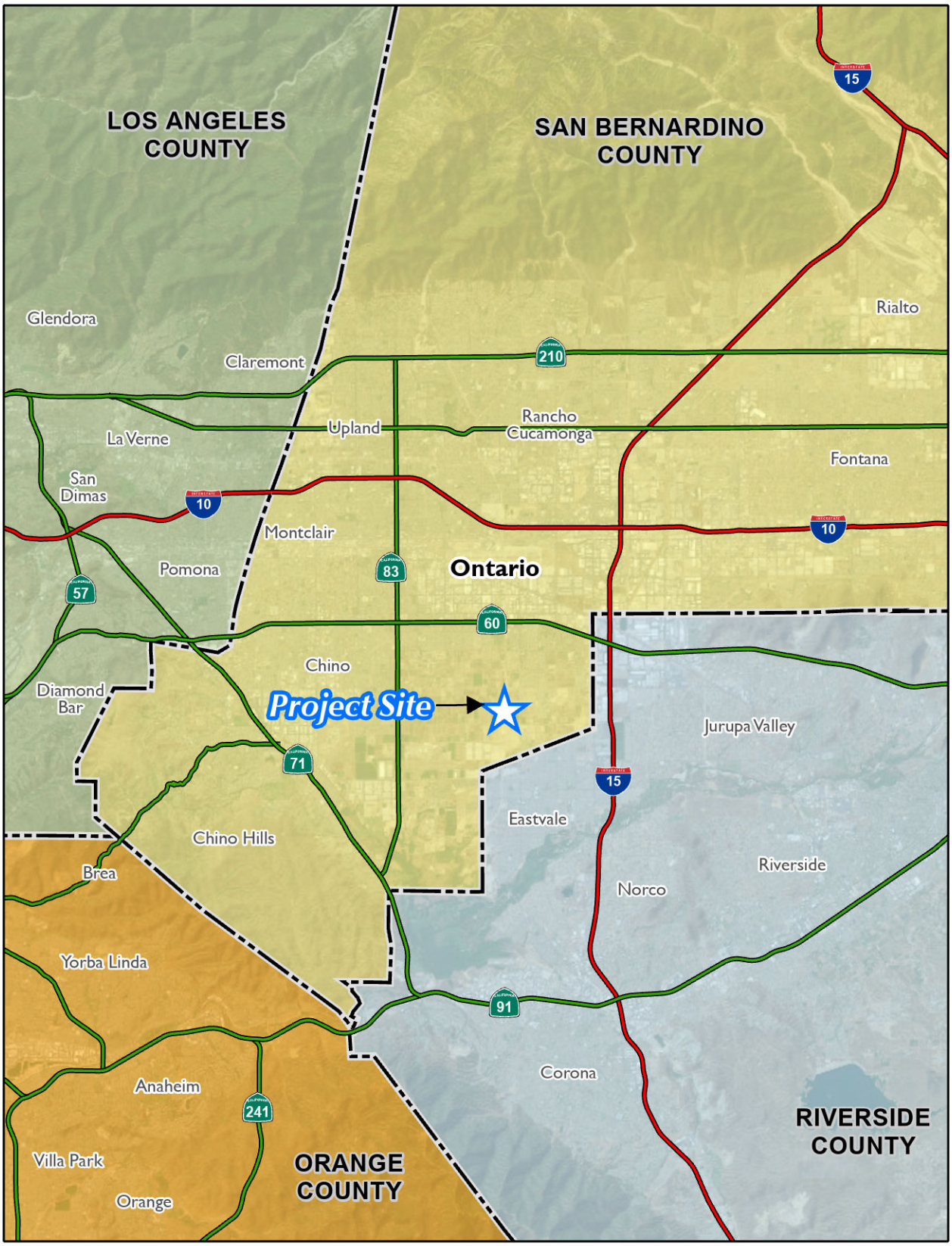
The Project site has historically been used for agricultural activities (row crops) and flood control. The Project site is undeveloped with agricultural operations located west of the Channel. The on-site area to the east of the Channel has been previously disturbed by agricultural operations. The areas to north of Project site are developed with agricultural uses, industrial, and residential uses; the areas east and west are used for agricultural purposes; the areas to the south, west of the Channel is developed with industrial warehouse uses; and the area to the south, east of the Channel, is under construction with residential uses within the Specific Plan area.

It should be noted that the southeast portion of the Specific Plan area (PAs 1 through 4 and 22) is entitled, developed and/or under construction, and Ontario Fire Station No. 9 (PA 20) has been constructed. The Cucamonga Creek Channel (Channel), which extends in a north-south direction and bisects the Specific Plan area, has also been constructed. There is also an existing well site (PA 23). With the exception of refinements to acreage calculations and introduction of new housing typologies (PAs 1 through 4), there would be no changes to these PAs or the Channel as part of the currently proposed Parkside Specific Plan Amendment Project (proposed Project).

General Plan Designation: Medium Density Residential (11.1 to 25.0 du/ac), Open Space-Recreation (OS-R), Open Space-Non-Recreation (OS-NR), Public Facility (PF), and Mixed Use (MU).

Zoning: SP – Parkside Specific Plan (PSP03-002) and within the CNO (Chino Airport) Overlay

Description of Project: The proposed Project involves amendments to the Parkside Specific Plan (File No. PSPA21-006) to: (1) increase the overall unit count from 1,947 units to 2,851 units consistent with The Ontario Plan (TOP) 2050 Medium Density Residential land use designation density range of 11.1 to 25 dwelling units per acre (du/acre), and the overall residential acreage from 156.62 gross acres to 191.68 acres; (2) reduce the size of PA 19 (Neighborhood Commercial) and amount of commercial development from 15.66 gross acres/115,000 sf to 2.68 acres/15,000 sf with the remainder of this PA (proposed PA 18) being designated Medium Density Residential (11.1 to 25 du/acre) consistent with the other PAs and TOP 2050; (3) reduce the size of PA 21 (Great Park) from 58.86 gross acres to 37.38 gross acres to accommodate additional residential development, also consistent with TOP 2050; and (4) clarify the description of housing typologies and expand the number of PAs in which each typology is allowed to be developed to encourage a diversity of housing types within the Specific Plan area. The proposed Project would also include amendments to the Parkside Specific Plan to modify the Residential Design Guidelines, text, tables and graphics, as needed, to reflect the changes above. The overall density in the Specific Plan area would increase from 14.77 dwelling units per gross acre to 14.87 dwelling units per gross acre for the residential PAs.

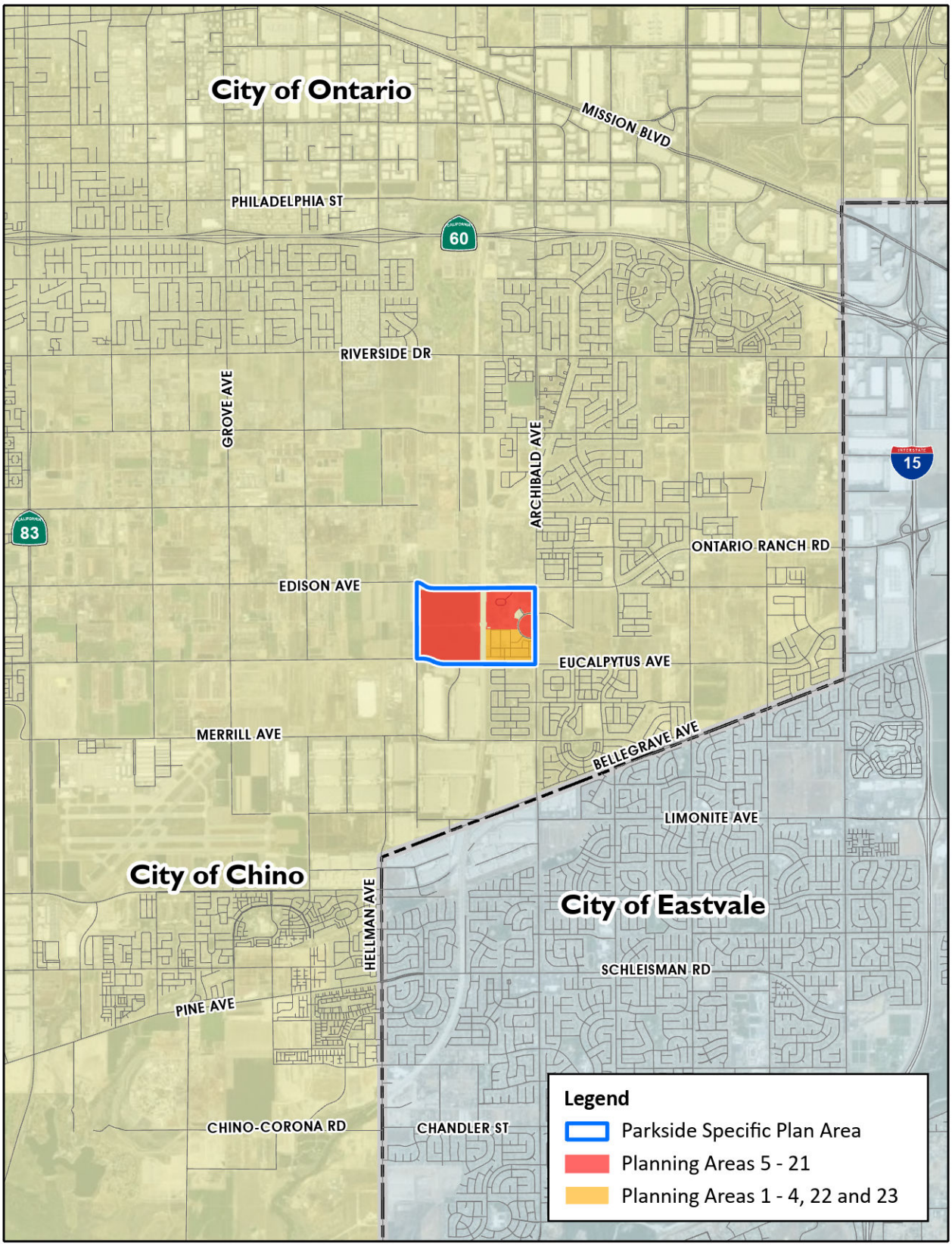


Source(s): ESRI, RCTLMA (2022), SANBAG (2022)

Figure 1

0 1 2 4 Miles

Regional Location Map

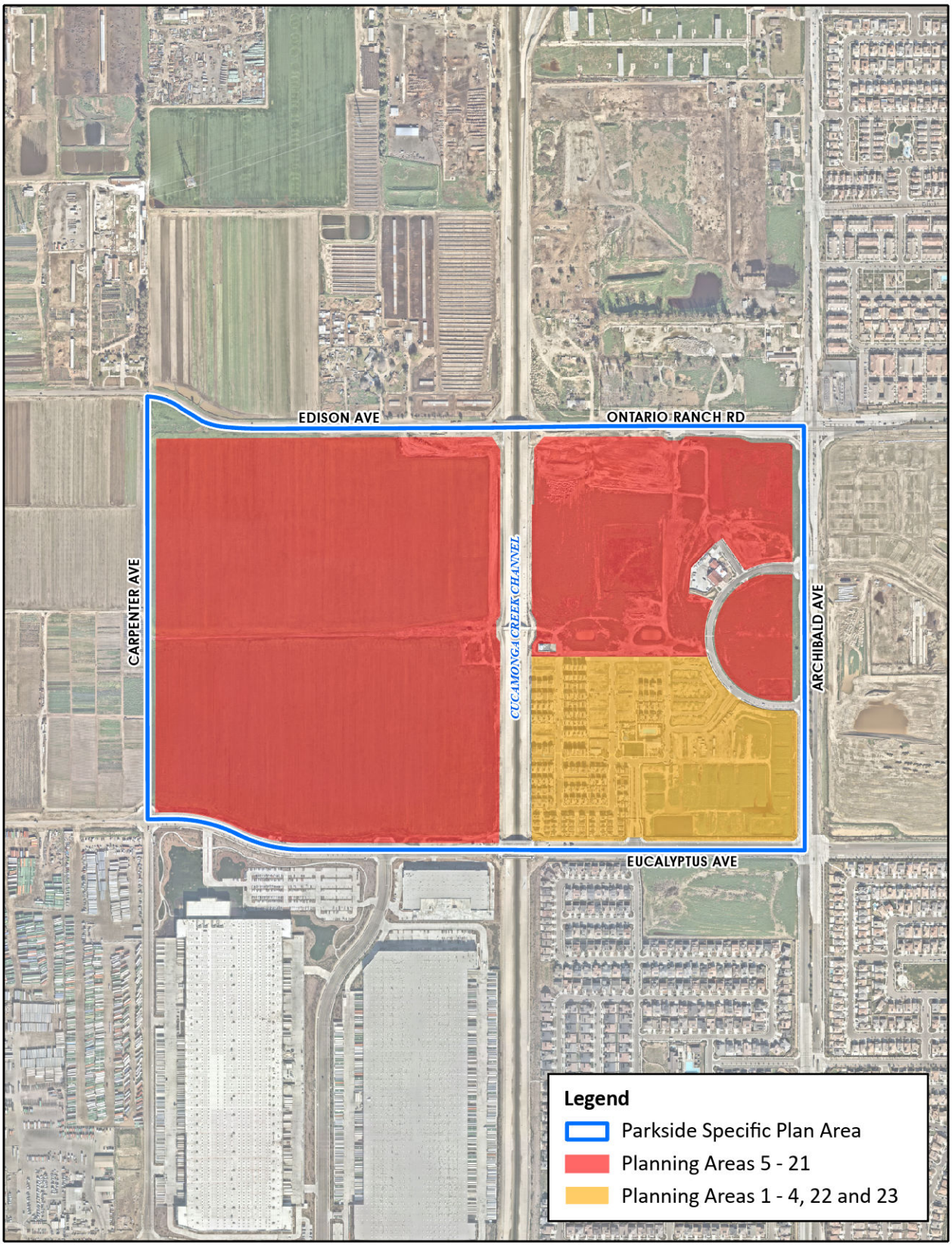


Source(s): ESRI, NearMap (2023), RCTLMA (2021), SCAG (2021), SB County (2020)

Figure 2

0 1,250 2,500 5,000 Feet

Vicinity Map



Source(s): ESRI, NearMap (2023)

Figure 3

0 225 450 900
Feet

Aerial Photograph

The proposed development would be implemented in compliance with Development Regulations and other development provisions contained in the Parkside Specific Plan as proposed to be amended, and Ontario Development Code. The modified Specific Plan Land Use Summary Table and Land Use Plan, which include the modified PA numbering, are provided in Attachment A of this document.

In addition to the proposed amendments to the Parkside Specific Plan, the Applicant proposes a Tentative Tract Map (TTM No. 20487) (File No. PTTM22-024) for condominium purposes to subdivide 32.95 gross acres (31.69 net acres) located south of Ontario Ranch Road and west of Archibald Avenue within PAs 17 through 19 of the Parkside Specific Plan into five numbered lots: Lot 1 for a clubhouse/recreation area, Lots 2 through 4 for residential uses, and Lot 5 for commercial uses. The following Development Plans are also proposed: Santa Barbara at Parkside Development Plan (File No. PDEV22-037) for the construction of 508 residential units within TTM No. 20487 Lots 2-4 and the clubhouse/recreation area on Lot 1, and the Great Park Development Plan (File No. PDEV22-029) for the construction of a portion of the Great Park within the Parkside Specific Plan area (between Archibald Avenue and Cucamonga Creek Channel). Additionally, a Development Agreement Amendment (File No. PDA05-002) between the City and the Project Applicant is also proposed.

Background: In August 2006, the City of Ontario approved the approximately 250.89-gross-acre Parkside Specific Plan (File No. PSP03-002). The originally approved Parkside Specific Plan allowed for the development of up to 1,947 single- and multi-family residential units; approximately 11.8 acres of commercial/retail (115,000 sf); approximately 52 acres of parks (including what is now referred to as the Great Park); the Cucamonga Creek Channel (approximately 13 acres); and recreation trails within 26 PAs. The Parkside Specific Plan outlines the land use plan, infrastructure and services, development regulations, and residential and commercial design guidelines for Parkside Specific Plan area.

The *Parkside Specific Plan Final Environmental Impact Report* (Parkside Specific Plan Final EIR) (State Clearinghouse [SCH] No. 2004011008) was prepared for the Parkside Specific Plan and was certified by the City Council in July 2006. The Parkside Specific Plan Final EIR analysis concluded that implementation of the Parkside Specific Plan would result in significant and unavoidable impacts related to: loss of Prime Farmland, loss of existing agricultural uses, and conversion of other agricultural lands to non-agricultural uses (project and cumulative); construction-related and operational air quality impacts (project and cumulative); cumulative water quality impacts until such time that receiving waters are not in violation of their respective water quality standards; cumulative traffic noise impacts; temporary cumulative traffic impacts due to exceedance of level of service (LOS) standards; and cumulative impacts related to landfill capacity. A Statement of Overriding Considerations was adopted by the City for these impacts. Mitigation measures were adopted to reduce impacts to less than significant levels to the extent feasible, and those mitigation measures will continue to apply to development in the Parkside Specific Plan area, including the proposed Project.

In July 2009, the City of Ontario approved a minor amendment to the Parkside Specific Plan (File No. PSPA09-001), which modified the loop entrance road into the Great Park along the west side of Archibald Avenue (between Edison Avenue and Merrill Avenue) in addition to minor circulation exhibit modifications. The City determined that the environmental impacts associated with this minor amendment were adequately evaluated in the Parkside Specific Plan Final EIR.

In June 2020, the City of Ontario approved a Specific Plan Amendment (File No. PSPA19-007) to: (1) reconfigure the residential PAs 1 through 4, and 17 through 19; (2) reconfigure the Great Park PA 22 (east of the Cucamonga Creek Channel); (3) revise internal circulation to improve access into the neighborhood commercial PA 19; (4) update and revise the Residential Design Guidelines to introduce new housing types and architectural styles; and (5) update and revise the Landscape Standards. The 2020 Specific Plan Amendment did not increase the total number of allowed units or commercial area to be developed. The City prepared an Addendum to the Parkside Specific Plan Final EIR for this Specific Plan Amendment.

As previously discussed, the southeast portion of the Specific Plan area (PAs 1 through 4 and 22) is entitled, developed or under construction, and Ontario Fire Station No. 9 (PA 20) has been constructed. The Channel through the Specific Plan area has also been constructed. The proposed Specific Plan Amendment does not include land use changes for these PAs; the proposed changes are limited to

refinements in the acreage calculations and the addition of new housing typologies. Therefore, these areas are not included as part of the "Project site" evaluated in this Addendum.

In August 2022, TOP 2050, including the Policy Plan (General Plan) was adopted, and updated the TOP approved in 2010. Parkside Specific Plan PA 19 is shown as an "Area of Change" in TOP 2050, which changed the land use designations for the northern portion of this PA from Neighborhood Commercial to Medium Density Residential (11.1-25.0 du/ac), consistent with other residential PAs in the Parkside Specific Plan, and changed the southern portion of PA 19 from Neighborhood Commercial to Mixed Use. Additionally, designated open space areas along the east side of the Channel and the north side of the Great Park were changed to Medium Density Residential (11.1-25.0 du/ac). The associated *The Ontario Plan 2050 Final Supplemental Environmental Impact Report* (SCH No. 2021070364) (TOP Final SEIR) was also certified in August 2022, and is incorporated by reference in this Addendum. The TOP Final SEIR analyzes the environmental impacts that would result from implementation of the TOP, focusing on changes to land use associated with the buildout of the Policy Plan Land Use Plan and impacts resultant of population and employment growth in the City. TOP 2050 and TOP Final SEIR anticipate development of up to 3,858 residential units within the Parkside Specific Plan area. The proposed Project includes the addition of 904 allowed units in the Parkside Specific Plan area for a total of 2,851 units, which is 1,007 fewer units than what is anticipated in the TOP and evaluated in the TOP Final SEIR for the Specific Plan area. The significant unavoidable adverse impacts that were identified in the TOP Final SEIR include: air quality (consistency with the Air Quality Management Plan [AQMP], construction and operational emissions, and cumulative contribution to health risk due to exposure of sensitive receptors to toxic air contaminants [TACs]); cultural (historic) resources; noise (project and cumulative construction noise, project and cumulative vibration impacts, and exposure of sensitive receptors to airport noise); and transportation (vehicle miles traveled [VMT] impacts).

CEQA REQUIREMENTS FOR AN ADDENDUM:

Section 15164(a) of the CEQA Guidelines outlines when an Addendum to an EIR is required, and states: "The lead agency or responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred."

Section 15162 of the CEQA Guidelines states:

A. When an EIR has been certified or a negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:

   (1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

   (2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

   (3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the negative declaration was adopted, shows any of the following:

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

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

      (c) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

(d) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative."

Thus, if the proposed Project does not result in any of the circumstances listed in section 15162 (i.e., no new or substantially greater significant impacts), the City may adopt an addendum to the Parkside Specific Plan Final EIR.

Section 15164(e) of the CEQA Guidelines require that a brief explanation be provided to support the findings that no subsequent EIR is needed for further discretionary approval. These findings are described below, and are based on the analysis presented in this document:

1. *Required Finding: Substantial changes are not proposed for the project that will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects*. Substantial changes are not proposed with the Project and the proposed Project will not require revisions to the Parkside Specific Plan Final EIR or TOP Final SEIR. The Parkside Specific Plan Final EIR evaluated the impacts associated with the development of up to 1,947 of single- and multi-family residential units; approximately 11.8 acres of commercial/retail (115,000 sf); approximately 52 acres of parks (including what is now referred to as the Great Park); the Cucamonga Creek Channel (approximately 13 acres); and recreation trails. As previously described, the proposed Project involves a Specific Plan Amendment to: (1) increase the overall unit count from 1,947 units to 2,851 units with a density range of 11.1 to 25 du/acre, and the overall residential acreage from 156.62 gross acres to 191.68 acres; (2) reduce the size of PA 19 (Neighborhood Commercial) and amount of commercial development from 15.66 gross acres/115,000 sf to 2.68 acres/15,000 sf with the remainder of this PA (proposed PA 18) being designated Medium Density Residential (11.1 to 25 du/acre) consistent with the other PAs and TOP 2050; (3) reduce the size of PA 21 (Great Park) from 58.86 gross acres to 37.38 gross acres to accommodate additional residential development, also consistent with TOP 2050; and (4) clarify the description of housing typologies and expand the number of PAs in which each typology is allowed to be developed to encourage a diversity of housing types within the Specific Plan area. The proposed Project would also include amendments to the Parkside Specific Plan to modify the Residential Design Guidelines, text, tables and graphics, as needed, to reflect the changes above. In addition, the proposed Project includes TTM No. 20487 and a Development Plan to implement proposed residential and commercial development in PAs 17 through 19.

   On August 16, 2022, the City of Ontario adopted TOP 2050 Policy Plan. The proposed Project would allow for a maximum of 2,851 residential units to be developed within the Parkside Specific Plan area, which is 1,007 fewer units than what is anticipated in TOP and evaluated in the TOP Final SEIR for the Specific Plan area. The overall proposed density of 14.87 du/ac is consistent with the Policy Plan density for Medium Density Residential uses (11.1 to 25.0 du/ac). Additionally, the City's water, recycled water, and sewer infrastructure would have sufficient capacity to serve the additional units with the proposed Project. There are no new significant impacts or a substantial increase in the severity of previously identified significant impacts due to the proposed Project. Therefore, no proposed changes or revisions to the EIR are required.

2. *Required Finding: Substantial changes have not occurred with respect to the circumstances under which the project is undertaken, which would require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects*. As shown on the aerial photograph provided in Figure 3, the Project site subject to the proposed Specific Plan Amendment is currently vacant and disturbed by previous and current agricultural activities. The areas surrounding the Project site are developed or also disturbed by dairy farm/agricultural activities. Grading activities and other site disturbance would be conducted in accordance with the mitigation requirements outlined in the Parkside Specific Plan Final EIR, including measures required for the protection of biological, cultural, and paleontological resources. No proposed changes or revisions to the EIR are required.

3. *Required Finding. No new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete, has been provided that would indicate: the proposed project would result in one or more significant effects not discussed in the previous EIR; significant effects previously examined would be substantially more severe than shown in the previous EIR; mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or, mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternatives*. The Parkside Specific Plan Final EIR did not directly address greenhouse gas (GHG) impacts or transportation impacts resulting from vehicle miles traveled since the requirements for these analyses pursuant to CEQA became effective after the Parkside Specific Plan Final EIR was prepared. However, the impact of buildout of TOP 2050 on the environment due to GHG emissions and VMT, as well as other traffic-related impacts (air pollutant emissions and off-site traffic noise) were analyzed in TOP Final SEIR. According to TOP Final SEIR, GHG and off-site traffic-related noise impacts would be less than significant, and operational air quality impacts would be significant and unavoidable.

   The Ontario International Airport (ONT) Land Use Compatibility Plan (ALUCP) was adopted by the City of Ontario in 2011. As determined by the analysis presented in this Addendum, the proposed Project would not result in any new impacts related to the ONT that were not addressed in TOP Final SEIR. There are no significant impacts associated with the ONT.

   Lastly, Appendix G of the CEQA Guidelines was modified as part of the CEQA Guidelines updates that were approved in December 2018. New checklist topics related to Energy, Tribal Cultural Resources and Wildfire were added and some checklist questions for other environmental topics were revised; however, these are not new topical issues and were evaluated in the Parkside Specific Plan Final EIR. The Initial Study presented in this Addendum uses the updated checklist in Appendix G of the CEQA Guidelines. As identified through the analysis presented in this Addendum, there would be no new significant impacts resulting from the proposed Project related to the changes in Appendix G of the CEQA Guidelines.

Conclusion:

Accordingly, and based on the findings and information contained in the previously certified Parkside Specific Plan Final EIR, the analysis above, the attached Initial Study, and the CEQA statute and CEQA Guidelines, including Sections 15164 and 15162, the proposed Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Parkside Specific Plan Final EIR and the TOP Final SEIR, as appropriate. No changes or additions to the Parkside Specific Plan Final EIR or TOP Final SEIR analyses are necessary, nor is there a need for any additional mitigation measures.

The attached Initial Study provides an analysis of the proposed Project and verification that the proposed Project will not cause environmental impacts such that any of the circumstances identified in CEQA Guidelines section 15162 are present.

Surrounding Land Uses (Surrounding the Specific Plan Area):

	Existing Land Use	TOP 2050 Policy Plan/ General Plan Designation	Zoning Designation
North	Industrial (Cement Production), Vacant, and Agricultural	Medium Density Residential (11.1 to 25.0 du/ac)	SP - The Avenue Specific Plan (PSP05-003)
East	Under Construction	Medium Density Residential (11.1 to 25.0 du/ac) Open Space-Parkland	SP - Grand Park Specific Plan (PSP12-001)
South	Single-Family Residential, Vacant, and Industrial Warehouse	Neighborhood Commercial Low Density Residential (2.1 to 5.0 du/ac) Business Park	SP – West Ontario Commerce Center Specific (PSP16-002)
West	Agricultural	Mixed Use Medium Density Residential (11.1 to 25.0 du/ac) Open Space-Parkland	Specific Plan Agricultural Overlay

du/ac – dwelling units per acre

Other public agencies whose approval is required (e.g., permits, financing approval or participation agreement): None.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

- ☐ Aesthetics
- ☐ Air Quality
- ☐ Cultural Resources
- ☐ Geology / Soils
- ☐ Hazards & Hazardous Materials
- ☐ Land Use / Planning
- ☐ Noise
- ☐ Public Services
- ☐ Transportation
- ☐ Utilities / Service Systems
- ☐ Mandatory Findings of Significance
- ☐ Agriculture and Forestry Resources
- ☐ Biological Resources
- ☐ Energy
- ☐ Greenhouse Gas Emissions
- ☐ Hydrology / Water Quality
- ☐ Mineral Resources
- ☐ Population / Housing
- ☐ Recreation
- ☐ Tribal Cultural Resources
- ☐ Wildfire

DETERMINATION (To be completed by the Lead Agency):

On the basis of this initial evaluation:

☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☐ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the proposed project MAY have a "potentially significant" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☒ I find that although the proposed Project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier certified EIR pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to the earlier certified environmental documents, including revisions or mitigation measures that are imposed upon the proposed Project, the analysis from the certified Parkside Specific Plan Final EIR and the certified TOP Final SEIR was used as a basis for this Addendum, and nothing further is required.

Diane Ayala — Signature

September 20, 2023 — Date

Diana Ayala, Senior Planner — Printed Name

City of Ontario Planning Department — For

EVALUATION OF ENVIRONMENTAL IMPACTS:

1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).

2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.

3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect is significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.

4) "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from the "Earlier Analyses" Section may be cross-referenced).

5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:

   a) Earlier Analyses Used. Identify and state where they are available for review.

   b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.

   c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.

6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

7) Supporting Information Sources. A source list should be attached, and other sources used, or individuals contacted should be cited in the discussion.

8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.

9) The explanation of each issue should identify:

   a) The significance criteria or threshold, if any, used to evaluate each question; and

   b) The mitigation measure identified, if any, to reduce the impact to less than significance.

Issues	*Potentially Significant Impact*	*Less Than Significant With Mitigation*	*No Impact or Less Than Significant Impact*	*Impacts Analyzed in Previous EIR*
1. AESTHETICS. Would the project:				
a. Have a substantial adverse effect on a scenic vista?	☐	☐	☐	☒
b. Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☐	☐	☒
c. In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	☐	☐	☐	☒
d. Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	☐	☐	☐	☒
2. AGRICULTURE AND FOREST RESOURCES. In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest protocols adopted by the California Air Resources Board. Would the project:				
a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☐	☒
b. Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☐	☒
c. Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	☐	☐	☐	☒

Issues	*Potentially Significant Impact*	*Less Than Significant With Mitigation*	*No Impact or Less Than Significant Impact*	*Impacts Analyzed in Previous EIR*
d. Result in the loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	☒
e. Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	☐	☐	☐	☒
3. AIR QUALITY. Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:				
a. Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☐	☒
b. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	☐	☐	☐	☒
c. Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☐	☒
d. Result in other emissions (such as those leading to odors adversely affecting a substantial number of people?	☐	☐	☐	☒
4. BIOLOGICAL RESOURCES. Would the project:				
a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	☐	☐	☐	☒
b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	☐	☐	☐	☒
c. Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☐	☒
d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☐	☒

Issues	*Potentially Significant Impact*	*Less Than Significant With Mitigation*	*No Impact or Less Than Significant Impact*	*Impacts Analyzed in Previous EIR*
e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☐	☒
f. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☐	☒
5. CULTURAL RESOURCES. Would the project:				
a. Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?	☐	☐	☐	☒
b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?	☐	☐	☐	☒
c. Disturb any human remains, including those interred outside of dedicated cemeteries?	☐	☐	☐	☒
6. ENERGY. Would the project:				
a. Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	☐	☐	☐	☒
b. Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	☐	☐	☒	☐
7. GEOLOGY AND SOILS. Would the project:				
a. Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:	☐	☐	☐	☒
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	☐	☐	☐	☒
ii) Strong seismic ground shaking?	☐	☐	☐	☒
iii) Seismic-related ground failure, including liquefaction?	☐	☐	☐	☒
iv) Landslides?	☐	☐	☐	☒
b. Result in substantial soil erosion or the loss of topsoil?	☐	☐	☐	☒
c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	☐	☐	☐	☒

Issues	*Potentially Significant Impact*	*Less Than Significant With Mitigation*	*No Impact or Less Than Significant Impact*	*Impacts Analyzed in Previous EIR*
d. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	☐	☐	☐	☒
e. Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	☐	☐	☐	☒
f. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☐	☐	☒
8. GREENHOUSE GAS EMISSIONS. Would the project:				
a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☐	☒
b. Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emission of greenhouse gases?	☐	☐	☒	☐
9. HAZARDS AND HAZARDOUS MATERIALS. Would the project:				
a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☐	☒
b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☐	☒
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☐	☒
d. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code section 65574.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☐	☒
e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	☐	☐	☐	☒
f. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒

Issues	*Potentially Significant Impact*	*Less Than Significant With Mitigation*	*No Impact or Less Than Significant Impact*	*Impacts Analyzed in Previous EIR*
g. Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?	☐	☐	☐	☒
10. HYDROLOGY AND WATER QUALITY. Would the project:				
a. Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality?	☐	☐	☐	☒
b. Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	☐	☐	☐	☒
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:	☐	☐	☐	☒
i) result in substantial erosion or siltation on- or off-site;	☐	☐	☐	☒
ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;	☐	☐	☐	☒
iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	☐	☐	☐	☒
iv) impede or redirect flood flows?	☐	☐	☐	☒
d. In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	☐	☐	☐	☒
e. Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	☐	☐	☐	☒
11. LAND USE AND PLANNING. Would the project:				
a. Physically divide an established community?	☐	☐	☐	☒
b. Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☐	☒
12. MINERAL RESOURCES. Would the project:				
a. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☐	☒

Issues	*Potentially Significant Impact*	*Less Than Significant With Mitigation*	*No Impact or Less Than Significant Impact*	*Impacts Analyzed in Previous EIR*
b. Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	☐	☐	☐	☒
13. NOISE. Would the project result in:				
a. Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☐	☐	☒
b. Generation of excessive groundborne vibration or groundborne noise levels?	☐	☐	☐	☒
c. For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒
14. POPULATION AND HOUSING. Would the project:				
a. Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of road or other infrastructure)?	☐	☐	☐	☒
b. Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒
15. PUBLIC SERVICES. Would the project:				
a. Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
i) Fire protection?	☐	☐	☐	☒
ii) Police protection?	☐	☐	☐	☒
iii) Schools?	☐	☐	☐	☒
iv) Parks?	☐	☐	☐	☒
v) Other public facilities?	☐	☐	☐	☒

Issues	*Potentially Significant Impact*	*Less Than Significant With Mitigation*	*No Impact or Less Than Significant Impact*	*Impacts Analyzed in Previous EIR*
16. RECREATION. Would the project:				
a. Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☐	☒
b. Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	☐	☐	☐	☒
17. TRANSPORTATION/TRAFFIC. Would the project:				
a. Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	☐	☐	☐	☒
b. Conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?	☐	☐	☒	☐
c. Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☐	☒
d. Result in inadequate emergency access?	☐	☐	☐	☒
18. TRIBAL CULTURAL RESOURCES. Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
a. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k)?	☐	☐	☐	☒
b. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code section 5024.1? In applying the criteria set forth in subdivision (c) of Public Resources Code section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	☐	☐	☐	☒

Issues	*Potentially Significant Impact*	*Less Than Significant With Mitigation*	*No Impact or Less Than Significant Impact*	*Impacts Analyzed in Previous EIR*
19. UTILITIES AND SERVICE SYSTEMS. Would the project:				
a. Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	☐	☐	☐	☒
b. Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	☐	☐	☐	☒
c. Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☐	☒
d. Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	☐	☐	☐	☒
e. Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	☐	☐	☐	☒
20. WILDFIRE. If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:				
a. Substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒
b. Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	☐	☐	☐	☒
c. Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	☐	☐	☐	☒
d. Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	☐	☐	☐	☒

Issues	*Potentially Significant Impact*	*Less Than Significant With Mitigation*	*No Impact or Less Than Significant Impact*	*Impacts Analyzed in Previous EIR*
21. MANDATORY FINDINGS OF SIGNIFICANCE.				
a. Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☐	☐	☒
b. Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current project, and the effects of probable future projects.)	☐	☐	☐	☒
c. Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	☐	☒

EXPLANATION OF ISSUES

The Parkside Specific Plan Final EIR, certified in August 2006, was prepared as a Program EIR in accordance with CEQA, the CEQA Guidelines, and the City's Rules for the Implementation of CEQA. As required, the EIR considered the direct physical changes and reasonably foreseeable indirect physical changes in the environment that would be caused by implementation of the Parkside Specific Plan. The Final EIR focused on impacts from the proposed land uses associated with buildout of the Specific Plan Land Use Plan and impacts from the resultant population and employment growth from the Specific Plan.

Once a Program EIR has been prepared, subsequent activities within the program must be evaluated to determine whether an additional CEQA document needs to be prepared. However, if the Program EIR addresses the program's effects as specifically and comprehensively as possible, many subsequent activities could be found to be within the Program EIR scope and additional environmental documents may not be required (CEQA Guidelines Section 15168[c]). When a Program EIR is relied on for a subsequent activity, the lead agency must incorporate feasible mitigation measures and alternatives developed in the Program EIR into the subsequent activities (Guidelines Section 15168[c][3]). If a later activity would have effects that were not examined in the Program EIR, a new Initial Study would need to be prepared leading to either an EIR or a Negative Declaration.

Here, an Initial Study has been prepared to determine if the proposed Project is within the scope of the Parkside Specific Plan Final EIR such that additional environmental review is not required. As discussed below, the City has concluded that no additional environmental review in a Subsequent EIR or Supplemental EIR is required, such that this Initial Study can serve as an Addendum to the Parkside Specific Plan Final EIR pursuant to Section 15164 of the CEQA Guidelines. Substantial changes are not proposed with the Project and the Project will not require revisions to the Parkside Specific Plan Final EIR or TOP Final SEIR. The Parkside Specific Plan Final EIR evaluated the impacts associated with the development capacity of 1,947 of single- and multi-family residential units; approximately 11.8 acres of commercial/retail (115,000 sf); approximately 52 acres of parks (including what is now referred to as the Great Park); the Cucamonga Creek Channel (approximately 13 acres); and recreation trails within 26 PAs. As previously addressed, the currently proposed Project would increase the allowed number of dwelling units in the Specific Plan area from 1,947 to 2,851 (an increase of 904 units).

As previously described, the proposed Project involves a Specific Plan Amendment to: (1) increase the overall unit count from 1,947 units to 2,851 units, and the overall residential acreage from 156.62 gross acres to 191.68 acres; (2) reduce the size of PA 19 (Neighborhood Commercial) and amount of commercial development from 15.66 gross acres/115,000 sf to 2.68 acres/15,000 sf with the remainder of this PA (proposed PA 18) being designated Medium Density Residential (11.1 to 25 du/acre); (3) reduce the size of PA 21 (Great Park) from 58.86 gross acres to 37.38 gross acres to accommodate additional residential development; and (4) clarify the description of housing typologies and expand the number of PAs in which each typology is allowed to be developed to encourage a diversity of housing types within the Specific Plan area. The proposed Project would also include amendments to the Parkside Specific Plan to modify the Residential Design Guidelines, text, tables, and graphics, as needed, to reflect the changes above. In addition, the proposed Project includes TTM No. 20487 and a Development Plan to implement proposed residential and commercial development in PAs 17 through 19. Applicable mitigation measures from the Parkside Specific Plan Final EIR are incorporated by reference in each impact area discussion and are listed at the conclusion of this Addendum under the "Earlier Analysis" section.

On August 16, 2022, the City of Ontario adopted TOP 2050 Policy Plan. The proposed Project would allow for a maximum of 2,851 residential units to be developed within the Parkside Specific Plan area, which is less than the 3,858 residential units evaluated in the TOP 2050 Final SEIR for the Parkside Specific Plan area. The overall proposed density for the Specific Plan area (14.87 du/ac) is consistent with the TOP 2050 Policy Plan density for Medium Density Residential uses (11.1 to 25.0 du/ac). Additionally, the City's water, recycled water, and sewer infrastructure would have sufficient capacity to serve the additional units with the proposed Project. Therefore, no proposed changes or revisions to the Parkside Specific Plan Final EIR are required, and the proposed Project would not result in any additional impacts beyond those previously analyzed in the Parkside Specific Plan Final EIR or the TOP Final SEIR.

1. AESTHETICS. Would the project:

a. Have a substantial adverse effect on a scenic vista?

Discussion of Effects: The Parkside Specific Plan Final EIR concluded that less than significant impacts on a scenic vista would result from implementation of proposed development within the Specific Plan area. The Policy Plan does not identify scenic vistas within the City; however, the TOP Final SEIR identifies the Euclid Corridor and the Mission Boulevard Corridor as the primary scenic corridors in Ontario. Additionally, the Policy Plan (Policy CD-1.5) of TOP requires all major north-south streets be designed and redeveloped to feature views of the San Gabriel Mountains, which are part of the City's visual identity and a key to geographic orientation. North-south streets should be clear of visual clutter, including billboards, and be enhanced appropriately by framing corridors with trees. The Project site is not visible from the Euclid Corridor or Mission Boulevard Corridor; however, Archibald Avenue, which is a Principal Arterial extending in a north-south direction, forms the eastern boundary of the Project site. Pursuant to the Parkside Specific Plan Design Guidelines, Archibald Avenue would have a tree lined streetscape with landscape parkway adjacent to the proposed residential uses. Therefore, no adverse impacts related to scenic vistas would result from the proposed Project.

Mitigation: None required. The proposed Project would not result in any new, substantially more severe, or substantially different impacts, other than those previously considered and addressed in the Parkside Specific Plan Final EIR. No changes or additions to the previous environmental documents are necessary, nor is there a need for any additional mitigation measures.

b. Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings and historic buildings within a state scenic highway?

Discussion of Effects: The Parkside Specific Plan Final EIR concluded that no impacts to state scenic highways would result from implementation of the proposed development. The City of Ontario is served by three freeways: I-10, I-15, and SR-60. I-10 and SR-60 traverse the northern and central portion of the City, respectively, in an east–west direction. I-15 traverses the northeastern portion of the City in a north–south direction. These segments of I-10, I-15, and SR-60 are not designated as scenic highways by the California Department of Transportation. There are no historic buildings or any scenic resources identified on the Project site. Therefore, no scenic resources within a state scenic highway would be impacted by the proposed Project.

Mitigation: None required. The proposed Project would not result in any new, substantially more severe, or substantially different impacts, other than those previously considered and addressed in the Parkside Specific Plan Final EIR. No changes or additions to the previous environmental documents are necessary, nor is there a need for any additional mitigation measures.

c. In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?

Discussion of Effects: The Parkside Specific Plan Final EIR concluded that impacts to visual character of the Specific Plan area would not be degraded with the introduction of a well-planned and landscaped new residential community, resulting in a less than significant impact. The Project site is undeveloped and disturbed by previous agricultural operations. There is ongoing agricultural operations (row crops) in the western portion of the Project site. The proposed Project includes a Specific Plan Amendment that would primarily increase the total area to be developed with residential uses and the total number of residential units, and reduce the amount of commercial and park area, consistent with TOP 2050. Additionally, the proposed Specific Plan Amendment clarifies the housing typologies to facilitate implementation of the Residential Design Guidelines and allows for additional housing typologies to be developed in certain PAs. Minor changes to the text, graphics and tables in the Parkside Specific Plan associated with these changes are also proposed. The previously approved and proposed residential and non-residential uses would be designed and constructed consistent with the Design Guidelines and Development Regulations included in the Parkside Specific Plan Amendment, applicable provisions of the Ontario Development Code, and the applicable policies of the Community Design Element of the TOP 2050

Policy Plan. The proposed Development Plan for residential and clubhouse units for PA 17 and 18, which is included as part of the proposed Project, adheres to the established regulations. As with the previously approved development, the proposed Project would not conflict with applicable zoning and other regulations governing scenic quality. Therefore, no adverse impacts related to the degradation of the existing visual character or quality would result from the proposed Project.

Mitigation: None required. The proposed Project would not result in any new, substantially more severe, or substantially different impacts, other than those previously considered and addressed in the Parkside Specific Plan Final EIR. No changes or additions to the previous environmental documents are necessary, nor is there a need for any additional mitigation measures.

d. Create a new source of substantial light or glare that would adversely affect day or nighttime views in the area?

Discussion of Effects: The Parkside Specific Plan Final EIR concluded that new sources of light and glare associated with proposed development would be typical of urban development and potential impacts would be less than significant with adherence to applicable regulations addressing light and glare. The proposed Project includes a Specific Plan Amendment that would primarily increase the total area to be developed with residential uses and the total number of residential units and would decrease the total area and amount of commercial development, consistent with TOP 2050. Additionally, the proposed Specific Plan Amendment clarifies the housing typologies to facilitate implementation of the Residential Design Guidelines and allows for additional housing typologies to be developed in certain PAs. The amount of commercial development and total park acreage would be reduced. Minor changes to the text, graphics and tables in the Parkside Specific Plan associated with these changes are also proposed. Development of the Project would not introduce new sources of light and glare beyond that anticipated in the previous environmental analysis. Pursuant to the requirements of the City's Development Code, on-site lighting would be shielded, diffused or indirect, to avoid glare to pedestrians or motorists. In addition, lighting fixtures would be selected and located to confine the area of illumination to within the Project site and minimize light spillage.

Site lighting plans would be subject to review by the Planning Department and Police Department prior to issuance of building permits (pursuant to the City's Building Security Ordinance). Therefore, no adverse impacts are anticipated.

Mitigation: None required. The proposed Project would not result in any new, substantially more severe, or substantially different impacts, other than those previously considered and addressed in the Parkside Specific Plan Final EIR. No changes or additions to the previous environmental documents are necessary, nor is there a need for any additional mitigation measures.

2. AGRICULTURE AND FOREST RESOURCES. In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest protocols adopted by the California Air Resources Board. Would the project:

a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?

Discussion of Effects: The Parkside Specific Plan Final EIR concluded that implementation of development allowed by the Specific Plan would result in the conversion of Prime Farmland to nonagricultural uses. This is consistent with the TOP 2010 EIR determination that Citywide agricultural impacts were significant and unavoidable. It should be noted that TOP 2050 EIR determined that the implementation of TOP 2050 would not result in any new or more significant impacts related to the direct conversion of Farmland than what was identified in TOP 2010 EIR.

According to the 2018 California Department of Conservation's (CDC) California Important Farmland Finder (the latest information available), and consistent with the analysis presented in the Parkside Specific Plan Final EIR, the entire Project site is classified as Prime Farmland (CDC, 2018). The western portion of the Project site (west of the Channel) is currently in agricultural production (row crops); agricultural activities on the remainder of the Project site have ceased. Therefore, the conversion of Farmland to non-agricultural uses anticipated in the Parkside Specific Plan Final EIR and TOP Final SEIR has already been initiated. The proposed Project includes a Specific Plan Amendment addressing the amount and type of residential uses within the Project site (with an overall increase in residential area and units), the reduction of park and commercial use acreage, and the reduction of commercial square footage. The physical impact area for the proposed Project is completely within the impact area evaluated in the Parkside Specific Plan Final EIR and the conversion of Farmland to non-agricultural uses would remain as a significant and unavoidable Project and cumulative impact. The City adopted a Statement of Overriding Considerations for these impacts.

Mitigation: None required. The proposed Project would not result in any new, substantially more severe, or substantially different impacts, other than those previously considered and addressed in the Parkside Specific Plan Final EIR. No changes or additions to the previous environmental document are necessary. Applicable mitigation measures included in the Parkside Specific Plan Final EIR will continue to apply to the Project.

b. Conflict with existing zoning for agricultural use, or a Williamson Act contract?

Discussion of Effects: The Parkside Specific Plan Final EIR concluded that there would be no impacts related to conflict with existing Williamson Act contracts because there were no areas within the Specific Plan area under a Williamson Act contract, and no impact related to zoning for agricultural uses because the Specific Plan area was within a designated Agricultural Overlay District planned to transition to urban development. As identified in the Parkside Specific Plan Final EIR, there are currently no areas under a Williamson Act contract within the Project site. Further, the Project site is zoned "Parkside Specific Plan." The proposed Project includes a Specific Plan Amendment addressing the proposed development within the Specific Plan area; however, there would be no change to the type of uses allowed within the Specific Plan area, or to the physical impact area evaluated in the Parkside Specific Plan Final EIR. Therefore, no changes to the impact conclusions presented in the Final EIR related to zoning for agricultural uses or Williamson Act contracts.

Mitigation: None required. The proposed Project would not result in any new, substantially more severe, or substantially different impacts, other than those previously considered and addressed in the Parkside Specific Plan Final EIR. No changes or additions to the previous environmental documents are necessary, nor is there a need for any additional mitigation measures.

c. Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g)?

d. Result in the loss of forest land or conversion of forest land to non-forest use?

Discussion of Effects: There is currently no land in the City of Ontario that qualifies as forest land as defined in Public Resources Code section 12220(g). Neither TOP nor the City's Zoning Code provide designations for forest land, timberland, or timberland production. The proposed Project would not result in any conflict with zoning for forest land, timberland, or timberland production, and would not result in the loss of forest land or the conversion of forest land to non-forest uses.

Mitigation: None required. The proposed Project would not result in any new, substantially more severe, or substantially different impacts, other than those previously considered and addressed in the Parkside Specific Plan Final EIR. No changes or additions to the previous environmental documents are necessary, nor is there a need for any additional mitigation measures.

e. Involve other changes in the existing environment, which, due to their location or nature, could result in the conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?

Discussion of Effects: As previously discussed, the Parkside Specific Plan Final EIR concluded that implementation of development in the Specific Plan area would convert Farmland to non-agricultural use resulting in a significant and unavoidable Project-level and cumulative impact. The western portion of the Project site remains in agricultural production; however, agricultural operations in the eastern portion of the Project site have ceased. The conversion of Farmland to non-agricultural use anticipated in Parkside Specific Plan Final EIR has already been initiated. The proposed Project would not change the physical impact area evaluated in the Parkside Specific Plan Final EIR and the conversion of Farmland to non-agricultural use would remain as a significant and unavoidable impact. The areas surrounding the Project site have been developed or planned for urban development as identified in previously approved Specific Plans and/or the Policy Plan Land Use Plan and Zoning Ordinance. Therefore, the Project would not result in the conversion of off-site Farmland to non-agricultural uses that is not already anticipated. There is no forest land at or near the Project site so no conversion of forest land to non-forest use would occur.

It should also be noted that in order to minimize conflicts between urban and agricultural land uses, MM Ag-1 requires a 100-foot separation between active agricultural operations and new, non-agricultural development or an equivalent easement that is approved by the City, and MM Ag-2 from the Parkside Specific Plan Final EIR requires that all residential units in the Parkside Specific Plan be provided with a deed disclosure, or similar notice, approved by the City Attorney, regarding the proximity and nature, including odors, of neighboring agricultural uses. These requirements remain applicable to proposed development in the Project site and are presented under the discussion of "Earlier Analysis" at the end of this document.

Mitigation: None required. The proposed Project would not result in any new, substantially more severe, or substantially different impacts, other than those previously considered and addressed in the Parkside Specific Plan Final EIR. No changes or additions to the previous environmental document are necessary, nor is there a need for any additional mitigation measures. Applicable mitigation measures included in the Parkside Specific Plan Final EIR will continue to apply to the Project.

3. AIR QUALITY. Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:

a. Conflict with or obstruct implementation of the applicable air quality plan?

Discussion of Effects: The Parkside Specific Plan Final EIR analysis concluded that the implementation of the Parkside Specific Plan would not impair implementation of the Air Quality Management Plan (AQMP) and would result in less than significant impacts. Since certification of the Parkside Specific Plan Final EIR, the South Coast Air Quality Management District (SCAQMD) has updated the AQMP. The TOP Final SEIR, which anticipates development pursuant to the currently proposed Specific Plan Amendment, concludes that additional population growth forecast with buildout of TOP would not conflict with the 2016 AQMP assumptions because the overall VMT per service population would be reduced. However, buildout of the proposed land use plan associated with TOP 2050 could contribute to an increase in frequency or severity of air quality violations and delay attainment of the ambient air quality standards (AAQS) or interim emission reductions in the AQMP, and emissions generated from buildout would result in a significant air quality impact. Therefore, the TOP Final SEIR concluded that buildout of TOP 2050 would be inconsistent with the AQMP. As such, the TOP Final SEIR identifies a significant and unavoidable impact due to conflict with the AQMP.

It should be noted that the 2022 AQMP has been prepared by SCAQMD to address the United States Environmental Protection Agency's (EPA) strengthened ozone standard. The draft 2022 AQMP was released in August 2022 and public comment closed on October 18, 2022. The SCAQMD Governing Board adopted the draft 2022 AQMP at its December 2, 2022, meeting, following certification of the TOP Final SEIR. The draft 2022 AQMP requires CARB's adoption

before submittal for EPA's final approval, which is expected to occur sometime in 2023. Notwithstanding, the Project's consistency finding with respect to the 2022 AQMP, once it is final, is anticipated to be the same as the consistency finding with respect to the 2016 AQMP. The proposed Project includes a Specific Plan Amendment that would increase the allowed number of units in the Specific Plan area by 904, and decrease the amount of allowed commercial development by 100,000 sf. The proposed number of allowed units (2,851 units) would be 1,007 fewer units than what is anticipated in the TOP and evaluated in the TOP Final SEIR. Although the proposed Project would decrease the number of units to be developed compared to that evaluated in the TOP Final SEIR, the proposed Project would contribute to the significant air quality impacts associated with buildout of the TOP 2050 and the significant and unavoidable impact due to conflict with the AQMP. The proposed Project would not result in any new or substantially more severe impacts beyond that previously analyzed in the TOP Final SEIR. However, this would remain as a significant and unavoidable impact. The City adopted a Statement of Overriding Considerations for this impact.

Mitigation: None required. The proposed Project would not result in any new, substantially more severe, or substantially different impacts, other than those previously considered and addressed in the Parkside Specific Plan Final EIR. No changes or additions to the previous environmental document are necessary, nor is there a need for any additional mitigation measures.

b. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?

Discussion of Effects: The Parkside Specific Plan Final EIR analysis concluded that construction of development allowed by the Parkside Specific Plan would result in significant and unavoidable project-level and cumulative impacts associated with emissions of reactive organic gases/volatile organic compounds (ROG/VOC), nitrogen oxides (NO_x), carbon monoxide (CO), and PM_{10}. ROG/VOC and NO_x are precursors to ozone (O_3) for which the region (South Coast Air Basin [SCAB]) is in non-attainment. The City adopted a Statement of Overriding Considerations for this impact.

Relevant to air quality, the proposed Project includes a Specific Plan Amendment that would primarily increase the total area to be developed with residential uses and the total number of residential units and would decrease the total area and amount of commercial development and park uses, consistent with TOP 2050. Minor changes to the text, graphics and tables in the Parkside Specific Plan associated with these changes are also proposed.

With respect to Project-generated construction emissions, the proposed Project is entirely within the physical impact area evaluated within the Parkside Specific Plan Final EIR. However, as shown on the aerial photograph provided on Figure 3, previously approved land uses in the Parkside Specific Plan area have been constructed or are currently under construction. Therefore, the construction impact area for the Project would be less than anticipated in the Parkside Specific Plan Final EIR. The Parkside Specific Plan Final EIR anticipated that the construction would occur in phases, with Phase 1 including approximately 65 percent of the Specific Plan area. The remaining uses in the Specific Plan area would also be developed in phases, starting with construction of PAs 17 and 18. The types of construction activities associated with the proposed Project (grading, building construction, architectural coatings, and asphalt) would be the same as those evaluated in the Parkside Specific Plan Final EIR; therefore, the types of construction equipment would be similar. Federal and State requirements for cleaner diesel engines would further reduce construction emissions compared to estimates in the Parkside Specific Plan Final EIR. Therefore, criteria pollutant emissions from construction activities associated with the proposed Project, including ROG/VOC and NO_x emissions (ozone precursors), would not exceed what was anticipated for a peak construction day as analyzed in the Parkside Specific Plan Final EIR. Additionally, MM Air-1 through MM Air-3, which identify requirements to reduce construction emissions, would be implemented during construction of the proposed Project. These mitigation measures are presented under the discussion of "Earlier Analysis" at the end of this document. The proposed Project would not result in any new or substantially more severe construction-related air quality impacts beyond that previously analyzed in the Parkside Specific Plan Final EIR. The City

adopted a Statement of Overriding Considerations for this previously identified significant and unavoidable impact.

TOP 2010 EIR identified significant and unavoidable operational impacts associated with volatile organic compounds (VOC), NO_x, carbon monoxide (CO), sulfur dioxide (SO_2), PM_{10}, and particulates 2.5 microns or less in diameter ($PM_{2.5}$). Despite the additional policies in TOP 2050, because VOC emissions would be substantially greater than TOP 2010, TOP 2050 is considered to result in an increase in magnitude of impacts for VOC compared to TOP 2010. Therefore, the TOP Final SEIR concluded that any project that contributes emissions to the SCAB would have a significant and unavoidable air quality impact related to criteria pollutant emissions, including pollutants for which the SCAB is in nonattainment. The City adopted a Statement of Overriding Considerations for this impact. The sources of operational air pollutant emissions from residential, commercial, and park uses include energy consumption (natural gas and electricity), area sources (such as use of consumer products), and mobile source emissions. As identified in the Parkside Specific Plan Final EIR, mobile emissions are the primary factor associated with operational emissions. As with the approved Parkside Specific Plan, the Project would incorporate MM Air-4, which requires that local transit agencies be contacted to determine bus routing.

Based on the *Parkside Specific Plan Traffic Analysis* prepared by Urban Crossroads (July 2023) (Urban Crossroads, 2023c), buildout of the Specific Plan Amendment with 2,851 units, which is an increase of 904 units as compared to the approved Parkside Specific Plan, would generate a total of 22,198 daily trips, a net increase of 1,097 daily trips compared to development pursuant to the approved Parkside Specific Plan. However, the total number of units and associated vehicular trip generation for the Specific Plan area would be less than anticipated in TOP 2050 and evaluated in TOP Final SEIR for the Specific Plan area (3,858 dwelling units are anticipated in the TOP, compared to 2,851 dwelling units with the proposed Specific Plan Amendment). Additionally, because the proposed Project would involve the development of fewer units compared to that evaluated in the TOP Final SEIR the associated area source and energy source emissions would also be reduced. Notwithstanding, as required by TOP Final SEIR mitigation measure MM Air-1, an Air Quality Assessment was prepared by Urban Crossroads for the Project to evaluate the operational emissions that would result from the net increase in residential units and decrease in commercial development with the proposed Project compared to the approved Parkside Specific Plan (an increase of 904 residential units and a reduction of 100,000 sf of commercial development), and is included in Attachment B of this Addendum (Urban Crossroads, 2023a). The estimated net increase in operation-source emissions resulting from the proposed Project is summarized in Table 2 of the Air Quality Assessment. As shown in Table 2 of the Air Quality Analysis Assessment included in Attachment B, the net increase in operational emissions resulting from the proposed Project would not exceed the SCAQMD thresholds of significance (Urban Crossroads, 2023a).The proposed Project would not result in any new or substantially more severe operational air quality impacts beyond that previously analyzed in TOP Final SEIR. However, because the Project would contribute to the operational emissions generated by buildout of TOP 2050, this would remain as a significant and unavoidable impact. The City adopted a Statement of Overriding Considerations for this impact.

Mitigation: None required. The proposed Project would not result in any new, substantially more severe, or substantially different impacts, other than those previously considered and addressed in the Parkside Specific Plan Final EIR and TOP Final SEIR. No changes or additions to the previous environmental document are necessary, nor is there a need for any additional mitigation measures. Applicable mitigation measures included in the Parkside Specific Plan Final EIR will continue to apply to the Project.

c. Expose sensitive receptors to substantial pollutant concentrations?

Discussion of Effects: As identified in TOP Final SEIR, land uses that are considered more sensitive to air pollution than others due to the types of population groups or activities involved. These land uses include residential, retirement facilities, hospitals, and schools. The Parkside Specific Plan Final EIR concluded that construction of the approved Specific Plan would expose sensitive receptors to substantial pollutant concentrations. The nearest sensitive receptors identified in the Parkside Specific Plan Final EIR were planned residential uses to the north (adjacent to the Specific

Plan area). Based on existing zoning and TOP 2050 land uses designations, the nearest sensitive receptors outside of the Specific Plan area would continue to be adjacent residential uses. As identified above, the Project would not increase the type or amount of construction activities occurring at the Project site, and therefore would not expose these sensitive receptors to substantial pollutant concentrations during construction beyond that anticipated and evaluated in the Parkside Specific Plan Final EIR.

The proposed Project, which includes the development of residential, commercial, and park uses consistent with the approved Parkside Specific Plan, would not result in toxic air contaminants (TACs) during operation. The TOP Final SEIR, which evaluated regional emissions from mobile sources resulting from implementation of TOP 2050, concluded that the implementation of 2050 would not produce the volume of traffic required to generate a CO hotspot, and CO hotspots impacts would be less than significant. As identified above, the proposed Project would generate a slight increase in daily trips compared to the approved Parkside Specific Plan, but less daily trips compared to that evaluated in the TOP Final SEIR. Therefore, the proposed Project would not expose sensitive receptors to substantial localized CO concentrations, consistent with the conclusion of the TOP Final SEIR. Therefore, sensitive receptors would not be exposed to substantial pollutant concentrations as the result of Project operations.

The Project would not result in a substantial increase in the amount of pollutant concentrations resulting from implementation of development in the Parkside Specific Plan area.

Mitigation: None required. The proposed Project would not result in any new, substantially more severe, or substantially different impacts, other than those previously considered and addressed in the Parkside Specific Plan Final EIR and TOP Final SEIR. No changes or additions to the previous environmental document are necessary, nor is there a need for any additional mitigation measures.

d. Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?

Discussion of Effects: The Parkside Specific Plan Final EIR analysis concluded that potential odor impacts resulting from implementation of the Specific Plan with residential, commercial, and park uses would be less than significant. The proposed Project would not change the type of uses allowed to be developed in the Specific Plan area (residential, commercial, and park). As with the previously approved development, the Project would not create objectionable odors resulting in a less than significant impact.

Mitigation: None required. The proposed Project would not result in any new, substantially more severe, or substantially different impacts, other than those previously considered and addressed in the Parkside Specific Plan Final EIR. No changes or additions to the previous environmental document are necessary, nor is there a need for any additional mitigation measures.

4. BIOLOGICAL RESOURCES. Would the project:

a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

Discussion of Effects: The Parkside Specific Plan area, including the Project site, is located within an area that has been identified as containing species identified as a candidate, sensitive, or special status species in local or regional plans, policies or regulations or by the California Department of Fish and Game or the U.S. Fish and Wildlife Service. The Parkside Specific Plan Final EIR analysis identified the following impacts to candidate, sensitive, or special status species to be potentially significant: potential loss of burrowing owl (*Athene cunicularia*) or active burrowing owl nests during construction; cumulative impacts to the white-tailed kite and Northern harrier due to loss of foraging habitat; and indirect impacts to foraging and nesting habitat for various raptor and bird species due to removal of agricultural land. With implementation of mitigation, impacts were determined to be less than significant. Specifically, MM Bio-1 requires a pre-construction survey be conducted 30 days prior to any ground disturbance activities to avoid direct take of burrowing owls in compliance with CDFW protocol, and identifies actions to take if burrowing owl are present; MM Bio-2 requires

payment of City of Ontario open space mitigation fees; MM Bio-3 requires the removal of windrow trees to occur outside the raptor breeding season; and MM Bio-4 requires a pre-construction field survey if project construction activities involving heavy equipment and/or windrow tree removal occur during the nesting/breeding season, and identifies actions to take if active nests are present.

The Project site is currently undeveloped and there are active agricultural activities in the western portion of the Project site (west of the Channel). The Project site is entirely within the physical impact area evaluated in the Parkside Specific Plan Final EIR. Based on the *Biological Technical Report for Parkside Specific Plan Amendment Project* (Biological Assessment) (VCS, 2023), included in Attachment C of this Addendum, the Project site supports the following vegetation communities/land cover types: disturbed/developed, nursery row crops, herbaceous non-native forbs and grasses, and tamarisk thickets. The Project site does not support any sensitive vegetation communities and no sensitive plant species were observed during the April 2022 biological field survey. Special status plant species are not likely to occur primarily based on the absence of suitable habitat and highly disturbed soils due to current and previous agricultural activities. Based on the results of burrowing owl focused surveys conducted, no burrowing owls or evidence thereof (i.e., whitewash, pellets, feathers, tracks, eggshell fragments, nest adornment materials, etc.) were detected during the surveys. As a result, the Project site is not considered to be occupied by burrowing owl; however, the Project site and surrounding areas include burrows suitable for burrowing owl and suitable burrowing owl foraging habitat. Therefore, the Project would be required to comply with MM Bio-1 (VCS, 2023).

The Project site continues to provide habitat for nesting and foraging birds and raptors and implementation of the proposed Project would result in the loss of this habitat, as identified in the Parkside Specific Plan Final SEIR. The fee payment required by MM Bio-2, and pre-construction surveys required by MM Bio-3 and MM Bio-4 would continue to be required and would reduce impacts to sensitive species and nesting/foraging birds and raptors to a less than significant level, consistent with the conclusion of the Parkside Specific Plan Final EIR. These MMs are presented under the discussion of “Earlier Analysis” at the end of this document.

The Parkside Specific Plan Final EIR concluded that the federally listed Delhi sands Flower Loving Fly (DSFLF) (*Rhaphiomidas terminatus abdominalis*) did not occupy the Specific Plan area. In 2022 Osborne Biological Consulting conducted a habitat suitability evaluation for the DSFLF. The entire Project footprint is considered unsuitable for DFSLF. The eastern portion of the Project site has extensive imported soils associated with ongoing development and has its native soils thoroughly intermixed with very fine silty Hilmar soils. The western portion of the Project site remains in irrigated agricultural use (as has been the case for decades) with a thin, approximately 3.45-acre waste area of ruderal vegetation on the northern edge of the site. Therefore, the proposed Project would not impact the DSFLF, consistent with the conclusion of the Parkside Specific Plan Final EIR. (VCS, 2023)

Mitigation: None required. The proposed Project would not result in any new, substantially more severe, or substantially different impacts, other than those previously considered and addressed in the Parkside Specific Plan Final EIR. No changes or additions to the previous environmental document are necessary, nor is there a need for any additional mitigation measures. Applicable mitigation measures included in the Parkside Specific Plan Final EIR will continue to apply to the Project.

b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

c. Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

Discussion of Effects: The Parkside Specific Plan Final EIR analysis concluded that there was no riparian habitat, sensitive natural communities, or wetlands within the Specific Plan area and no impacts to these resources would occur with implementation of the Parkside Specific Plan. The

Cucamonga Creek Channel, which extends in a north-south direction through the Specific Plan area is considered a water of the United States; however, impacts to the Channel were determined to be less than significant with adherence to regulatory permit requirements (i.e., Section 404 permit through the Army Corps of Engineers (ACOE), Section 401 Water Quality Certification through the RWQCB, and CDFW notification per Section 1600 of the California Fish and Game Code). It should be noted that impacts to the Channel have been completed and required permits were obtained.

Based on the Biological Assessment included in Attachment C of this Addendum, the Project site, which is entirely within the physical impact area evaluated in the Parkside Specific Plan Final EIR, still does not support riparian habitat, sensitive natural communities, or wetlands, and no impact to such resources would occur with implementation of the proposed Project (VCS, 2023).

Mitigation: None required. The proposed Project would not result in any new, substantially more severe, or substantially different impacts, other than those previously considered and addressed in the Parkside Specific Plan Final EIR. No changes or additions to the previous environmental document are necessary, nor is there a need for any additional mitigation measures. Applicable mitigation measures included in the Parkside Specific Plan Final EIR will continue to apply to the Project.

d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

Discussion of Effects: The Parkside Specific Plan Final EIR analysis concluded that the implementation of the Specific Plan would not interfere with migratory movement and no impacts would occur. No wildlife corridors were identified within the Specific Plan area, including the Project site. The Project site is entirely within the physical impact area evaluated in the Parkside Specific Plan Final EIR. Based on the Biological Assessment included in Attachment C of this Addendum, due to the disturbed nature of the Project site and the degraded habitats, the loss of foraging habitat and/or effect on local wildlife movement would be less than significant. No long-term or significant effects to wildlife movement are anticipated, consistent with the conclusion of the Parkside Specific Plan Final EIR. Additionally, the Project site is not within or near any native wildlife nursery sites. Construction activities would be conducted in compliance with the MBTA and CDFW requirements (refer to MM Bio-4, which is presented under the discussion of “Earlier Analysis” at the end of this document). Therefore, the proposed Project would not interfere with the movement of any species, with migratory wildlife corridors, or impede the use of a native wildlife nursery site, and impacts would be less than significant.

Mitigation: None required. The proposed Project would not result in any new, substantially more severe, or substantially different impacts, other than those previously considered and addressed in the Parkside Specific Plan Final EIR. No changes or additions to the previous environmental document are necessary, nor is there a need for any additional mitigation measures. Applicable mitigation measures included in the Parkside Specific Plan Final EIR will continue to apply to the Project.

e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

Discussion of Effects: The Parkside Specific Plan Final EIR analysis concluded that there are no specific local policies or ordinances established to protect biological resources that would relate to the Project site and this impact would be less than significant. Ontario Development Code Section 6.05.020 (updated in 2020) was established to further the preservation, protection, and maintenance of healthy heritage trees. The Project site does not contain any heritage trees; therefore, the preservation or protection of existing trees is not required for the Project. Additionally, Municipal Code Sections 10-1.25 and 10-2.05 prohibit the damaging or destruction of trees on City property, except under conditions specified in the Municipal Code. There are no existing trees planted in the public right-of-way adjacent to the Project site and the proposed Project would not conflict with any policies or ordinances protecting biological resources.

Mitigation: None required. The proposed Project would not result in any new, substantially more severe, or substantially different impacts, other than those previously considered and addressed in the Parkside Specific Plan Final EIR. No changes or additions to the previous environmental documents are necessary, nor is there a need for any additional mitigation measures.

f. Conflict with the provisions of an adopted Habitat Conservation Plan (HCP), Natural Community Conservation Plan (NCCP), or other approved local, regional, or state habitat conservation plan?

Discussion of Effects: The Parkside Specific Plan Final EIR analysis concluded that the Specific Plan area is not part of an adopted HCP, NCCP or other approved habitat conservation plan and that no significant impacts would result. The Project site is entirely within the physical impact area evaluated in the Parkside Specific Plan Final EIR, and is not within an adopted HCP, NCCP or another approved habitat conservation plan, consistent with the conclusion of the Parkside Specific Plan Final EIR.

Mitigation: None required. The proposed Project would not result in any new, substantially more severe, or substantially different impacts, other than those previously considered and addressed in the Parkside Specific Plan Final EIR. No changes or additions to the previous environmental documents are necessary, nor is there a need for any additional mitigation measures.

5. CULTURAL RESOURCES. Would the project:

a. Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?

Discussion of Effects: The Parkside Specific Plan Final EIR analysis concluded that the implementation of the Specific Plan would not cause substantial adverse change to an historic resource because no historic resources are within the Specific Plan area. The Project site is entirely within the physical impact area evaluated in the Parkside Specific Plan Final EIR and is currently undeveloped. A *Cultural Resources Assessment for the Parkside Specific Plan Amendment Project* (Cultural Resources Assessment) (VCS, 2023b) was prepared for the proposed Project and is included in Attachment D of this Addendum. Based on the records search conducted during preparation of the Cultural Resources Assessment, no historic resource as defined in CEQA Guidelines Section 15064.5 have been recorded at the Project site, consistent with the conclusion of the Parkside Specific Plan Final EIR. No impact to historical resources would result from implementation of the Project.

Mitigation: None required. The proposed Project would not result in any new, substantially more severe, or substantially different impacts, other than those previously considered and addressed in the Parkside Specific Plan Final EIR. No changes or additions to the previous environmental documents are necessary, nor is there a need for any additional mitigation measures.

b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?

Discussion of Effects: The Parkside Specific Plan Final EIR analysis concluded that while no known archeological resources were located within the Specific Plan area, there is a potential for adverse environmental impacts to undiscovered unique archaeological resources. The Final EIR included a mitigation measure outlining actions to take in the event unknown resources were discovered during grading (MM Cultural-1). The Project site is vacant, was previously disturbed by agricultural uses that have been removed and is entirely within the physical impact area evaluated in the Parkside Specific Plan Final EIR. As identified in the Parkside Specific Plan Final EIR, and confirmed in the Cultural Resources Assessment, there are no known archaeological resources sites within the Specific Plan area. However, site P-36-012533 extends along and under Archibald Avenue, which defines the eastern boundary of the Project site. It is an alignment of historic-era construction debris laid down as an engineered roadbed. An isolated mano (36-033020) is recorded less than one-half mile to the south, along Carpenter Avenue, north of Merrill Avenue. In the unlikely event archaeological resources are encountered during construction, the requirements outlined in MM Cultural-1, which is presented under the discussion of “Earlier Analysis” at the end of this

document, would be followed and impacts would remain less than significant.

Mitigation: None required. The proposed Project would not result in any new, substantially more severe, or substantially different impacts, other than those previously considered and addressed in the Parkside Specific Plan Final EIR. No changes or additions to the previous environmental document are necessary, nor is there a need for any additional mitigation measures. Applicable mitigation measures included in the Parkside Specific Plan Final EIR will continue to apply to the Project.

c. Disturb any human remains, including those interred outside of formal cemeteries?

Discussion of Effects: The Parkside Specific Plan Final EIR analysis concluded there is low potential for adverse environmental impacts to human remains, including those interred outside of a formal cemetery, and impacts were determined to be less than significant. However, the Final EIR indicated that in the unlikely event human remains were discovered during grading, state laws would be followed in accordance with MM Cultural 2 (Section 7050.5 of the Health and Safety Code, Section 5097.98 of the Public Resources Code), and the Final EIR outlined actions that would be taken. The Project site is entirely within the physical impact area evaluated in the Parkside Specific Plan Final EIR. As identified in the Final EIR, in the unlikely event human remains are encountered, compliance with applicable laws and regulations would ensure that impacts remain less than significant.

Mitigation: None required. The proposed Project would not result in any new, substantially more severe, or substantially different impacts, other than those previously considered and addressed in the Parkside Specific Plan Final EIR. No changes or additions to the previous environmental document are necessary, nor is there a need for any additional mitigation measures. Applicable mitigation measures included in the Parkside Specific Plan Final EIR will continue to apply to the Project.

6. ENERGY. Would the project:

a. Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?

Discussion of Effects: The Parkside Specific Plan Final EIR analysis concluded that development in the Specific Plan area would have less than significant impacts related to energy consumption (natural gas and electric consumption). The proposed Project includes a Specific Plan Amendment that would increase the allowed number of residential units in the Specific Plan area by 904, and decrease the amount of allowed commercial development by 100,000 sf. The proposed number of allowed residential units (2,851) would be 1,007 fewer units than what is anticipated in the TOP and evaluated in the TOP Final SEIR. The proposed Project would not change the type of land uses anticipated for the Specific Plan area (residential, commercial and park) and would not change the anticipated construction and operational characteristics of the proposed development. Therefore, the associated sources of energy demand for these activities would be similar to development pursuant to the approved Parkside Specific Plan.

Construction-related energy demand includes energy and fuel used by construction equipment, construction worker vehicles, and construction vendor / hauling vehicles, coupled with construction energy efficiency / conservation measures. The construction equipment, use of electricity, and fuel for the proposed Project would be typical for the type of construction proposed because there are no aspects of the proposed construction process that are unusual or energy-intensive, and construction equipment would conform to applicable CARB emissions standards, which promote equipment fuel efficiencies. It should also be noted that fuel efficiencies are improving for on- and off-road vehicle engines due to more stringent government requirements. Electrical energy would be available for use during construction from existing power lines and connections, precluding the use of less-efficient generators. Thus, construction energy consumption would not be considered inefficient, wasteful, or otherwise unnecessary.

With respect to operations, as with the approved Specific Plan, the residential, commercial and park uses that would be allowed by the proposed Project would use electricity for uses including heating, cooling, and ventilation of buildings; water heating; operation of electrical systems; lighting;

and appliances. Title 24 energy standards have become more stringent since 2006. These regulations are regularly updated. The 2022 version of Title 24 was adopted by the CEC and became effective on January 1, 2023. The 2022 Title 24 regulations are applicable to building permit applications submitted on or after January 1, 2023. Further, the California Green Building Standards (CALGreen) Code, which contains mandatory and voluntary requirements for new residential and nonresidential buildings, became effective in August 2009, following certification of the Parkside Specific Plan Final EIR. The proposed residential and non-residential buildings would be constructed to achieve the building energy standards set forth in the Title 24 requirements in effect at the time of building permit issuance. Therefore, there would be additional reductions in energy consumption pursuant to the new and updated codes compared to those anticipated in the Parkside Specific Plan Final EIR. Further, the types of trips and vehicle mix generated by the proposed Project would be consistent with other residential and commercial development of similar scale and configuration, including other development in the Parkside Specific Plan area. The proposed Project does not propose uses or operations that would inherently result in excessive and wasteful vehicle trips and vehicle miles traveled, nor associated excess and wasteful vehicle energy consumption.

Therefore, the proposed Project would not result in wasteful, inefficient, or unnecessary consumption of energy resources during construction or operation and the impact would remain less than significant, consistent with the conclusion of the Parkside Specific Plan Final EIR.

Mitigation: None required. The proposed Project would not result in any new, substantially more severe, or substantially different impacts, other than those previously considered and addressed in the Parkside Specific Plan Final EIR. No changes or additions to the previous environmental documents are necessary, nor is there a need for any additional mitigation measures.

b. Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?

Discussion of Effects: The potential for development within the Parkside Specific Plan area to conflict with or obstruct a State or local plan for renewable energy or energy efficiency was not specifically addressed in the Parkside Final EIR. However, federal and State agencies regulated energy use and consumption through various means and programs when the EIR was prepared and continue to do so. On the state level, the California Public Utilities Commission (CPUC) and the California Energy Commission (CEC) are two agencies with authority over different aspects of energy. In addition to Title 24 energy standards and the CALGreen Code addressed above, relevant state energy-related laws and plans are summarized below.

- **Integrated Energy Policy Report**. Senate Bill (SB) 1389 (Bowen, Chapter 568, Statutes of 2002) requires the CEC to prepare a biennial integrated energy policy report that assesses major energy trends and issues facing California's electricity, natural gas, and transportation fuel sectors and provides policy recommendations to conserve resources; protect the environment; ensure reliable, secure, and diverse energy supplies; enhance the state's economy; and protect public health and safety. The 2022 IEPR was adopted in February 2023, and continues to work towards improving electricity, natural gas, and transportation fuel energy use in California. As with the uses allowed by the previously approved Parkside Specific Plan, the additional residential uses and the commercial uses proposed would be required to adhere to applicable Title 24 energy standards and CALGreen, which would reduce energy consumption, as described previously. The proposed Project would not involve any uses or activities that would conflict with or otherwise hinder or obstruct implementation of the goals presented in the 2022 IEPR.
- **State of California Energy Plan**. The CEC is responsible for preparing the State of California Energy Plan (State Energy Plan), which identifies emerging trends related to energy supply, demand, conservation, public health and safety, and the maintenance of a healthy economy. The State Energy Plan calls for the state to assist in the transformation of the transportation system to improve air quality, reduce congestion, and increase the efficient use of fuel supplies with the least environmental and energy costs. To further this policy, the State Energy Plan identifies a number of strategies, including assistance to public agencies and fleet operators encouraging urban designs

that reduce vehicle miles traveled and accommodate pedestrian and bicycle access. The proposed Project takes advantage of existing infrastructure systems and promotes land use compatibilities through the development of residential uses on a site designated for such uses in the TOP and the Parkside Specific Plan. The previously approved Parkside Specific Plan and the proposed Project would support urban design and planning processes identified under the State Energy Plan and would not otherwise interfere with or obstruct implementation of the State Energy Plan.

The Project would also comply with the requirements of the City's Community Climate Action Plan (CCAP), which is addressed in the Greenhouse Gas Emissions section of this Addendum.

Therefore, the proposed Project would not conflict with or obstruct a state or local plan for renewable energy or energy efficiency, and this impact would be less than significant.

Mitigation: None required. The proposed Project would not result in any new, substantially more severe, or substantially different impacts, other than those previously considered and addressed in the Parkside Specific Plan Final EIR. No changes or additions to the previous environmental documents are necessary, nor is there a need for any additional mitigation measures.

7. GEOLOGY & SOILS. Would the project:

a. Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:

i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.

Discussion of Effects: The Parkside Specific Plan Final EIR analysis concluded that the Specific Plan area, including the Project site, is located outside the Fault Rupture Hazard Zone (formerly Alquist-Priolo Zone) and there would be no impacts related to rupture of a known earthquake fault. The Project site is entirely within the physical impact area evaluated in the Parkside Specific Plan Final EIR. Therefore, no impacts associated with rupture of a known earthquake fault would result, consistent with the conclusion of the Parkside Specific Plan Final EIR.

Mitigation: None required. The proposed Project would not result in any new, substantially more severe, or substantially different impacts, other than those previously considered and addressed in the Parkside Specific Plan Final EIR. No changes or additions to the previous environmental documents are necessary, nor is there a need for any additional mitigation measures.

ii) Strong seismic ground shaking?

Discussion of Effects: The Parkside Specific Plan Final EIR analysis concluded that the implementation of the Specific Plan could expose people or structures to seismic hazards; however, with adherence to regulatory requirements and implementation of identified mitigation measures, this impact would be less than significant. The Project site is entirely within the physical impact area evaluated in the Parkside Specific Plan Final EIR and the underlying geologic conditions at the Project site remain the same. As identified in the Final EIR, all construction would be conducted in compliance with the City's building codes, the Uniform Building Code (UBC), the Ontario Municipal Code, TOP and all other ordinances adopted by the City related to construction and safety. This impact would remain less than significant, consistent with the conclusion of the Parkside Specific Plan Final EIR.

Mitigation: None required. The proposed Project would not result in any new, substantially more severe, or substantially different impacts, other than those previously considered and addressed in the Parkside Specific Plan Final EIR. No changes or additions to the previous environmental documents are necessary, nor is there a need for any additional mitigation measures.

iii) Seismic-related ground failure, including liquefaction?

Discussion of Effects: The Parkside Specific Plan Final EIR analysis concluded that due to the consistency of the underlying soils and the deep groundwater levels, the potential for seismic-induced liquefaction was less than significant. The Project site is entirely within the physical impact area evaluated in the Parkside Specific Plan Final EIR and the potential for seismic-induced liquefaction remains the same (less than significant).

Mitigation: None required. The proposed Project would not result in any new, substantially more severe, or substantially different impacts, other than those previously considered and addressed in the Parkside Specific Plan Final EIR. No changes or additions to the previous environmental documents are necessary, nor is there a need for any additional mitigation measures.

iv) Landslides?

Discussion of Effects: The Parkside Specific Plan Final EIR analysis concluded that the topography of the Specific Plan area is virtually flat, and the potential for landslides is considered not significant. The terrain of the Project site remains the same (virtually flat). No impacts related to seismically induced landslides would result, consistent with the conclusion of the Parkside Specific Plan Final EIR.

Mitigation: None required. The proposed Project would not result in any new, substantially more severe, or substantially different impacts, other than those previously considered and addressed in the Parkside Specific Plan Final EIR. No changes or additions to the previous environmental documents are necessary, nor is there a need for any additional mitigation measures.

b. Result in substantial soil erosion or the loss of topsoil?

Discussion of Effects: The Parkside Specific Plan Final EIR analysis concluded that loss of sediments from erosion would occur during construction; however, with adherence to regulatory requirements this impact would be less than significant. The Project site is undeveloped and there is exposed soil within the Project site, which is susceptible to wind and water erosion. As identified in the Parkside Specific Plan Final EIR, compliance with applicable regulations, including implementation of erosion control and dust reduction measures required by the Stormwater Pollution Prevention Plan (SWPPP) and obtaining required permits (refer to MM Geo-1, which is presented under the discussion of "Earlier Analysis" at the end of this document), ensure that erosion impacts are less than significant. Under the developed condition, and with adherence to applicable regulations, including requirements of the National Pollutant Discharge Elimination System (NPDES) requirements and the Environmental Resource Element of the Policy Plan strategies, and compliance with the UBC and Ontario Municipal Code, the potential for erosion would remain less than significant, consistent with the conclusion of the Parkside Specific Plan Final EIR.

Mitigation: None required. The proposed Project would not result in any new, substantially more severe, or substantially different impacts, other than those previously considered and addressed in the Parkside Specific Plan Final EIR. No changes or additions to the previous environmental document are necessary, nor is there a need for any additional mitigation measures. Applicable mitigation measures included in the Parkside Specific Plan Final EIR will continue to apply to the Project.

c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?

d. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?

Discussion of Effects: The Parkside Specific Plan Final EIR analysis concluded that the implementation of the Specific Plan would locate structures on soils that are considered potentially

unstable. The Parkside Specific Plan Final EIR concluded that the on-site soils have a negligible expansion potential. With implementation of mitigation measures MM Geo-2, which requires a geotechnical evaluation to analyze organic matter content of the soils and identifies actions to take if soils are unstable, and MM Geo-3 which requires testing of site materials, impacts related to unstable soils were determined to be less than significant. The Project site is entirely within the physical impact area evaluated in the Parkside Specific Plan Final EIR and the underlying geologic conditions at the Project site remain the same, including the presence of soils that contain organic matter. Therefore, the potential for encountering unstable or expansive soils remains the same. Implementation of TOP strategies, adherence to requirements outlined in the City's building codes, the UBC, and Ontario Municipal Code, and implementation of MM Geo-2 and MM Geo-3, would ensure that impacts remain less than significant, consistent with the conclusions of the Parkside Specific Plan Final EIR. The applicable MMs are presented under the discussion of "Earlier Analysis" at the end of this document.

Mitigation: None required. The proposed Project would not result in any new, substantially more severe, or substantially different impacts, other than those previously considered and addressed in the Parkside Specific Plan Final EIR. No changes or additions to the previous environmental document are necessary, nor is there a need for any additional mitigation measures. Applicable mitigation measures included in the Parkside Specific Plan Final EIR will continue to apply to the Project.

e. Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?

Discussion of Effects: The Parkside Specific Plan Final EIR analysis concluded that proposed development within the Specific Plan area would be served by domestic sewer systems and would not require the use of septic tanks. Rather, septic tanks and leach lines that exist onsite would be removed prior to construction. The Project site is entirely within the physical impact area evaluated in the Parkside Specific Plan Final EIR, and the proposed uses would also be connected to the domestic system. Consistent with the conclusion of the Parkside Specific Plan Final EIR, there would be no use of septic systems or alternative wastewater treatment systems, and analysis of the ability of the soils to support such systems is not necessary. No impact would result.

Mitigation: None required. The proposed Project would not result in any new, substantially more severe, or substantially different impacts, other than those previously considered and addressed in the Parkside Specific Plan Final EIR. No changes or additions to the previous environmental documents are necessary, nor is there a need for any additional mitigation measures.

f. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

Discussion of Effects: The Parkside Specific Plan Final EIR analysis concluded that earth-disturbing activities associated with the implementation of the Specific Plan could potentially disturb or damage undocumented paleontological resources located 5 feet or more below the ground surface; however, with implementation of MM Cultural-3, this impact would be less than significant. The Project site is undeveloped but has been disturbed by current and past agricultural activities. The Project site is entirely within the physical impact area evaluated in the Parkside Specific Plan Final EIR. As required by MM Cultural-3, a paleontological resource survey has been prepared for the proposed Project and is included in the Cultural Resources Assessment included in Attachment D of this Addendum. Consistent with the conclusion of the Parkside Specific Plan Final EIR, there is a potential to encounter paleontological resources if grading activities extend 5 feet below the ground surface. Therefore, MM Cultural-3, which requires that a Paleontological Resources Monitoring and Treatment Plan (PRMTP) be prepared and implemented, is applicable to the proposed Project. With implementation of MM Cultural-3, impacts would remain less than significant, consistent with the conclusion of the Parkside Specific Plan Final EIR. MM Cultural-3 is presented under the discussion of "Earlier Analysis" at the end of this document.

Mitigation: None required. The proposed Project would not result in any new, substantially more severe, or substantially different impacts, other than those previously considered and addressed in

the Parkside Specific Plan Final EIR. No changes or additions to the previous environmental document are necessary, nor is there a need for any additional mitigation measures. Applicable mitigation measures included in the Parkside Specific Plan Final EIR will continue to apply to the Project.

8. GREENHOUSE GAS EMISSIONS.

The State of California enacted Assembly Bill (AB) 32, the California Global Warming Solutions Act of 2006, after preparation of the Parkside Specific Plan Final EIR, and, as a result, increased attention has been paid to the impact of GHG emissions. The California Natural Resources Agency (CNRA) in 2010, adopted amendments to the CEQA Guidelines in a new Section 15064.4 entitled "Determining the Significance of Impacts from Greenhouse Gas Emissions", which require evaluation of GHG emissions. Therefore, GHG emissions were not specifically identified as such in the Parkside Specific Plan Final EIR analyses. However, as described in the following paragraphs, courts have ruled that there is no requirement to address GHG emissions in an Addendum to an EIR that was completed prior to the adopted CEQA amendments. "Information on the effect of greenhouse gas emissions on climate change" does not constitute "new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the IS / MND was adopted." (See *Citizens for Responsible Equitable Environmental Development v. City of San Diego* (2011) 196 Cal. App. 4th 515, 531–532 (rejecting claim that such information triggered the need for a supplemental EIR and explaining that such information was known "long before the City approved the 1994 EIR" at issue)). Further, the impact of buildout of TOP on the environment due to GHG emissions was analyzed in the TOP Final SEIR. As previously discussed, the proposed buildout of the Parkside Specific Plan was previously analyzed in TOP Final SEIR, which was certified by the City and evaluated 1,007 more units in the Parkside Specific Plan area compared to the development anticipated with the proposed Project.

Would the project:

a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

b. Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

Discussion of Effects: Limiting GHG emissions to combat climate change has been a governmental goal since the late 1970s. As explained by the United States Supreme Court in *Massachusetts v. EPA (2007)* 549 U.S. 497: "In the late 1970s, the Federal Government began devoting serious attention to the possibility that carbon dioxide emissions associated with human activity could provoke climate change. In 1978, Congress enacted the National Climate Program Act, 92 Stat. 601, which required the President to establish a program to "assist the Nation and the world to understand and respond to natural and man-induced climate processes and their implications". In 1987, Congress enacted the Global Climate Protection Act for the purpose of "establish[ing] a national climate program that will assist the Nation and the world to understand and respond to natural and man-induced climate processes and their implications" (15 *United States Code* [USC] 2902). The act required the establishment of various programs to further climate change research (15 USC 2904[d]).

In 1988, the United Nations created the Intergovernmental Panel on Climate Change (IPCC) to provide scientific information regarding climate change to policymakers. In 1992, 154 nations, including the United States, entered into the United Nations Framework Convention on Climate Change (UNFCCC), a nonbinding agreement under which industrialized countries pledged to work to reduce GHG emissions. Five years later, in 1997, the parties to the UNFCCC adopted the Kyoto Protocol, which set binding GHG reduction targets for 37 industrialized countries and the European Community, with the objective of reducing their collective emissions by 5% below 1990 levels during the "commitment period" of 2008–2012.

As noted by the court in *Citizens for Responsible Equitable Environmental Development v. City of San Diego* (supra, 196 Cal. App. 4th 515), by 1990, the potential impacts of GHG emissions were already the subject of litigation, with the "Natural Resources Defense Council (NRDC) argu[ing that

an] "increase in fossil fuel combustion … will … lead to a global increase in temperatures, causing a rise in sea level and a decrease in snow cover that would damage the shoreline, forests, and agriculture of California." (Id. at 531, quoting *City of Los Angeles v. National Highway Traffic Safety Administration* [D.C. Cir. 1990] 286 U.S. App.D.C. 78.)

Thus, by the 1990s, California's local governmental agencies were well aware of the importance of monitoring and limiting GHG emissions when approving projects. Since GHG impacts were known at the time that the Parkside Specific Plan Final EIR was conducted, information regarding the proposed Project's potential to impact climate change does not constitute "new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time . . . the IS / MND was adopted." Accordingly, the inclusion of GHG impacts as a requirement of CEQA analysis does not trigger the need for any further environmental review. (See Citizens for *Responsible Equitable Environmental Development v. City of San Diego* (supra, 196 Cal. App. 4th at 531–532)). Notwithstanding this conclusion, the discussion below provides an analysis of the proposed Project related to GHG emissions.

TOP 2050 includes an update to the City's 2014 Community Climate Action Plan (CCAP Update). The CCAP is a plan to reduce GHG emissions and improve community resilience to hazardous conditions associated with climate change. The CCAP Update includes updated emissions inventories; updated emissions forecasts; identifies GHG emissions reduction targets to achieve the GHG reduction goals of the City of Ontario consistent with Senate Bill 32, Executive Order S-03-05, and substantial progress toward the State's carbon neutrality goals of Executive Order B-55-18; and measures, that when quantified, achieve the GHG reduction targets for the City. The CCAP Update is intended to meet the CEQA Guidelines Section 15183.5 plan requirements for CEQA streamlining for development projects consistent with TOP 2050. The CCAP Update includes per capita targets for Ontario for year 2030 and year 2050 to be consistent with the GHG reduction goals of SB 32 and EO S-03-05, and substantial progress toward the State's carbon neutrality goals under EO B-55-18. The CCAP Update underwent CEQA review (TOP Final SEIR) and was adopted after public hearings. Thus, the City's CCAP is a qualified CAP that projects can tier off of for CEQA review. According to TOP Final SEIR, with implementation of the Ontario CCAP implementation of TOP 2050 would result in less than significant impacts related to GHG emissions. GHG emissions associated with development projects would be less than significant if the project is consistent with the CCAP. The Project would comply with the City's CCAP. Therefore, consistent with the CEQA Guidelines, the Project would have a less than significant individual and cumulative impact for GHG emissions.

Further, the proposed Specific Plan Amendment would increase the allowed number of residential units from 1,941 to 2,851 (an increase of 904 units) within the Specific Plan area, which is 1,007 fewer units than what is anticipated in the TOP and evaluated in the TOP Final SEIR for the Specific Plan area. Therefore, implementation of the proposed Project was previously analyzed by the TOP Final SEIR. Pursuant to Public Resources Code Section 21083.3, this impact need not be analyzed further, because (1) the proposed Project would result in an impact that was previously analyzed in the certified TOP Final SEIR; (2) the proposed Project would not result in any greenhouse gas impacts that were not addressed in the certified TOP Final SEIR; and (3) the proposed Project is consistent with TOP 2050. Impacts would be less than significant.

Mitigation: None required. The proposed Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the TOP Final SEIR. No changes or additions to Certified TOP Final SEIR analyses are necessary, nor is there a need for any additional mitigation measures.

9. HAZARDS & HAZARDOUS MATERIALS. Would the project:

a. Create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials?

Discussion of Effects: The Parkside Specific Plan Final EIR concluded that the approved residential, commercial and park uses would not generate hazardous materials other than those typically associated with household products, and that there would be no transport of non-

construction related hazardous materials to or from the Specific Plan area. The proposed Project includes a Specific Plan Amendment that would primarily increase the total area to be developed with residential uses and the total number of residential units, and reduce the amount of commercial and park area, consistent with TOP 2050. Additionally, the proposed Specific Plan Amendment clarifies the housing typologies to facilitate implementation of the Residential Design Guidelines and allows for additional housing typologies to be developed in certain PAs. Minor changes to the text, graphics and tables in the Parkside Specific Plan associated with these changes are also proposed. There would be no change in the types of land uses proposed or the types of hazardous materials that would be used during construction and operations at the Project site. Development of the proposed residential, commercial and park uses at the Project site would not create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials. Consistent with the conclusion of the Parkside Specific Plan Final EIR, impacts would be less than significant.

Mitigation: None required. The proposed Project would not result in any new, substantially more severe, or substantially different impacts, other than those previously considered and addressed in the Parkside Specific Plan Final EIR. No changes or additions to the previous environmental documents are necessary, nor is there a need for any additional mitigation measures.

b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

Discussion of Effects: The Parkside Specific Plan Final EIR concluded that potential hazards to the public associated with prior use of diesel-powered farm equipment and previously removed underground storage tanks (UST) would be less than significant; however, on-site buildings could contain lead-based paint (LBP) or asbestos. Exposure of the public to LBP or asbestos was determined to be a potentially significant impact; however, this impact was reduced to a less than significant level with implementation of MM Haz 4. Potential hazards related to methane generation or associated ground cracking were also determined to be less than significant due the limited amount of dairy operations, if any, that occurred at the Project site. Notwithstanding, MM Haz 6 requires that organic matter content of soils not exceed 2 percent. The Parkside Specific Plan Final EIR also concluded that wildlife could be exposed to sediment transported in storm water runoff with levels of total dichlorodiphenyltrichloroethane (DDT) that exceed regulatory standards due to the cumulative conversion of agricultural soils to urban uses, resulting in a significant impact. This impact is addressed in the Hydrology and Water Quality section below.

As identified above, there would be no change in types of land uses proposed to be developed within the Specific Plan area (residential, commercial and park), and the Project site is entirely within the physical impact area evaluated in the Parkside Specific Plan Final EIR. Additionally, agricultural activities are limited to the western portion of the Project site under existing conditions and structures and associated foundations associated with previous agricultural uses have been removed. While the Parkside Specific Plan Final EIR determined that previous uses at the Project site or transported to the site would result in less than significant impacts related to creation of a hazard to the public or the environment, MM Haz-1, Haz-2, Haz 3, Haz-5 and Haz-6 identify actions to take if hazardous materials associated with previous uses are discovered (soil contamination, septic tanks, hazardous waste, organic material, and fill materials). With the exception of the potential for exposure to asbestos containing materials and LBP (which is not applicable to the Project given that there are no remaining structures to be removed), potential impacts associated with exposure to hazardous materials within the Project site would be the same as those identified in the Parkside Specific Plan Final EIR, and MMs Haz-1, Haz-3, and MMs Haz-5 and MM Haz-6 presented under the discussion of “Earlier Analysis” at the end of this document would apply. Development of the proposed residential, commercial and park uses would not expose the public or the environment to a significant hazard through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment. Consistent with the conclusion of the Parkside Specific Plan Final EIR, impacts would be less than significant.

Mitigation: None required. The proposed Project would not result in any new, substantially more severe, or substantially different impacts, other than those previously considered and addressed in

the Parkside Specific Plan Final EIR. No changes or additions to the previous environmental documents are necessary, nor is there a need for any additional mitigation measures. Applicable mitigation measures included in the Parkside Specific Plan Final EIR will continue to apply to the Project.

c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances or waste within one-quarter mile of an existing or proposed school?

Discussion of Effects: The Parkside Specific Plan Final EIR analysis indicated that closest existing schools are Phoenix High School (part of the Corona-Norco Unified School District, previously known as Horizon Continuation High School) located approximately 2.8 miles south of the Specific Plan area, and Colony High School (part of the Chaffey Joint Union High School District) located approximately 1 mile to the north of the Specific Plan area. There is also a proposed elementary school site in the Subarea 29 (Hettinga) Specific Plan area as well as a middle school site. Based on review of the TOP 2050 Policy Plan Land Plan, there are planned schools within 0.25 mile of the Project site to the north (within the Avenue Specific Plan) and the east (within the Grand Park Specific Plan).

The proposed Project includes a Specific Plan Amendment that would primarily increase the total area to be developed with residential uses and the total number of residential units, and reduce the amount of commercial and park area, consistent with TOP 2050. Additionally, the proposed Specific Plan Amendment clarifies the housing typologies to facilitate implementation of the Residential Design Guidelines and allows for additional housing typologies to be developed in certain PAs. Minor changes to the text, graphics and tables in the Parkside Specific Plan associated with these changes are also proposed. There would be no change in the type of land uses to be developed within the Specific Plan area, and as with the previously approved uses, development of the proposed residential, commercial and park uses within the Project site would not involve hazardous emissions or handling of acutely hazardous materials. This impact would be less than significant, consistent with the conclusion of the Parkside Specific Plan Final EIR.

Mitigation: None required. The proposed Project would not result in any new, substantially more severe, or substantially different impacts, other than those previously considered and addressed in the Parkside Specific Plan Final EIR. No changes or additions to the previous environmental documents are necessary, nor is there a need for any additional mitigation measures. Applicable mitigation measures included in the Parkside Specific Plan Final EIR will continue to apply to the Project.

d. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code section 65574.5 and, as a result, would it create a significant hazard to the public or the environment?

Discussion of Effects: The Parkside Specific Plan Final EIR analysis concluded that the Specific Plan area was not included on a list of hazardous materials sites compiled pursuant to Government Code Section 65574.5 (Cortese List), and none of the sites identified in the Phase I Environmental Site Assessment conducted during preparation of the Final EIR represent an environmental concern for proposed uses. The Project site is entirely within the physical impact area evaluated in the Parkside Specific Plan Final EIR. Based on review of the current California Department of Toxic Substances Control (DTSC) current Cortese List, the Project site is not listed on the hazardous materials sites compiled pursuant to Government Code Section 65574.5 (DTSC, 2023). Therefore, no impact would occur.

Mitigation: None required. The proposed Project would not result in any new, substantially more severe, or substantially different impacts, other than those previously considered and addressed in the Parkside Specific Plan Final EIR. No changes or additions to the previous environmental documents are necessary, nor is there a need for any additional mitigation measures.

e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?

Discussion of Effects: The Parkside Specific Plan Final EIR concluded that the Specific Plan area is within 2 miles of the Chino Airport, which is classified as a General Utility airport. The Parkside Specific Plan Final EIR indicated that based on the 1991 Chino Airport Comprehensive Land Use Plan, the Specific Plan area is within Safety Zone III; this zone does not place restrictions on residential development in this area. Additionally, the Parkside Specific Plan Final EIR indicates that based on the 2003 Airport Master Plan for the Chino Airport, the western portion of the Specific Plan area (west of the Channel) is within Zone 6: Traffic Pattern Zone. Zone 6 allows residential uses included in the approved Specific Plan. Development within the Specific Plan area is required to adhere to MM Haz 7, which requires building heights comply with applicable regulations, and MM Haz 8, which requires notification to future buyers within the Parkside Specific Plan area of proximity to the Chino Airport, and impacts related to safety hazards were determined to be less than significant.

In April 2011, following certification of the Parkside Specific Plan Final EIR, the Ontario City Council adopted the Ontario International Airport Land Use Compatibility Plan (ALUCP) (ONT ALUCP) (Ontario, 2018). The basic function of the ONT ALUCP is to promote compatibility between Ontario International Airport and the land uses that surround it. The geographic scope for the ONT ALUCP is the Airport Influence Area (AIA), the area in which current or future airport-related noise, safety, airspace protection, and/or overflight factors may affect land uses or impose restrictions on those uses.

On August 2, 2022, the City Council of the City of Ontario approved and adopted a Development Code Amendment to establish the Chino Airport (CNO) Overlay Zoning District (OZD) and Reference I, Chino Airport Land Use Compatibility Plan (CNO ALUCP). The CNO OZD and CNO ALUCP established the Airport Influence Area for Chino Airport, solely within the City of Ontario, and limits future land uses and development within the Airport Influence Area, as they relate to safety, airspace protection, and overflight impacts of current and future airport activity. The CNO ALUCP is consistent with policies and criteria set forth within the Caltrans 2011 California Airport Land Use Planning Handbook.

Based on review of the TOP 2050 Figure LU-06, Airport Safety Zones & Influence Areas, the Parkside Specific Plan area, including the Project site, is within the Airport Influence Area (AIA) for the Chino Airport and the ONT. The Project site is approximately 4 miles south of the ONT and 1.4 miles northeast of the Chino Airport. However, the Project site is not within a designated Airport Safety Zone for the airports. Additionally, based on review of Figure 5.13-3, Airport Noise Contours, the Specific Plan area, including the Project site, is not within a noise contour for the Chino Airport or ONT. Therefore, implementation of the proposed Project, which would not change the types of land uses proposed within the Specific Plan area, would not pose a safety hazard to people residing or working at the Project site, resulting in a less than significant impact, consistent with the conclusion of the Parkside Specific Plan Final EIR. Notwithstanding the less than significant impacts related to airport-related safety hazards and excessive noise, as required by MM Haz 7 and MM Haz 8, allowed building heights would not be exceeded, and future buyers within the Project site would be notified of proximity of the property to the airports.

Mitigation: None required. The proposed Project would not result in any new, substantially more severe, or substantially different impacts, other than those previously considered and addressed in the Parkside Specific Plan Final EIR. No changes or additions to the previous environmental documents are necessary, nor is there a need for any additional mitigation measures. Applicable mitigation measures included in the Parkside Specific Plan Final EIR will continue to apply to the Project.

f. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

Discussion of Effects: The Parkside Specific Plan Final EIR analysis concluded that development pursuant to the Specific Plan would not impair implementation of or interfere with an emergency response or evacuation plan, and streets used for emergency access would not be impacted during construction. The City's Safety Element, as contained within the TOP Policy Plan, includes policies and procedures to be administered in the event of a disaster. TOP seeks interdepartmental and inter-jurisdictional coordination and collaboration to be prepared for, respond to, and recover from everyday disaster emergencies. As with the

approved uses within the Specific Plan area, the proposed Project, which does not change the type of allowed uses the Specific Plan area, would comply with the requirements of the Ontario Fire Department and all City requirements for fire and other emergency access. No impact would result, consistent with the conclusion in the Parkside Specific Plan Final EIR.

Mitigation: None required. The proposed Project would not result in any new, substantially more severe, or substantially different impacts, other than those previously considered and addressed in the Parkside Specific Plan Final EIR. No changes or additions to the previous environmental documents are necessary, nor is there a need for any additional mitigation measures.

g. Expose people or structures to a significant risk of loss, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?

Discussion of Effects: The Parkside Specific Plan Final EIR analysis concluded that the Specific Plan area is not within wildland area, and wildland fires do not pose a threat to people or structures in the Specific Plan area. The Project site is entirely within the physical impact area evaluated in the Parkside Specific Plan Final EIR and is not located in or near a wildland area. Therefore, no impact would occur, consistent with the conclusion of the Parkside Specific Plan Final EIR.

Mitigation: None required. The proposed Project would not result in any new, substantially more severe, or substantially different impacts, other than those previously considered and addressed in the Parkside Specific Plan Final EIR. No changes or additions to the previous environmental documents are necessary, nor is there a need for any additional mitigation measures.

10. HYDROLOGY & WATER QUALITY. Would the project:

a. Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality?

Discussion of Effects: The Parkside Specific Plan Final EIR analysis concluded that the implementation of the Specific Plan could violate water quality standards and/or waste discharge requirements during construction and operation; however, with implementation of mitigation measures (MM Hydro-1, MM Hydro-2 and MM Hydro-3) which require adherence to statewide NPDES General Industrial Activities Stormwater Permit, the San Bernardino County Area-Wide Urban Runoff Permit (MS4 permit) and the Ontario Municipal Code (Section 6, Title 6), potential impacts to surface water quality would be less than significant. The Parkside Specific Plan Final EIR also concluded that development within the Specific Plan area would improve the groundwater quality within the Chino II Groundwater Sub-basin because the agricultural uses that cause high levels of nitrates in the drinking water supply would be eliminated.

The proposed Project includes a Specific Plan Amendment that would primarily increase the total area to be developed with residential uses and the total number of residential units, and reduce the amount of commercial and park area, consistent with TOP 2050. Additionally, the proposed Specific Plan Amendment clarifies the housing typologies to facilitate implementation of the Residential Design Guidelines and allows for additional housing typologies to be developed in certain PAs. Minor changes to the text, graphics and tables in the Parkside Specific Plan associated with these changes are also proposed. The Project site is entirely within the physical impact area evaluated in the Parkside Specific Plan Final EIR. The construction activities within the Project site would be similar to those evaluated in the Parkside Specific Plan Final EIR and would result in similar temporary water quality impacts during construction. It should be noted that construction related water quality regulations are more stringent than when the Parkside Specific Plan Final EIR was

prepared. Consistent with the conclusion of the Final EIR, with adherence to MM Hydro-1, which requires compliance with regulatory requirements, including preparation of a Storm Water Pollution Prevention Plan (SWPPP), water quality impacts during construction would be less than significant. MM Hydro-1 is presented under the discussion of "Earlier Analysis" at the end of this document.

As required by MM Hydro-2, a Water Quality Management Plan (WQMP) would be prepared for projects implementing the Parkside Specific Plan, including development within the Project site. The proposed Project would not change the types of land uses to be developed and the types of urban pollutants that would be generated would be the same; therefore, the post-development best management practices (BMPs) would also be the same. The WQMP would be based on the regional model form provided by the City, and would identify and detail all Site Design, Source Control, and Treatment Control BMPs to be implemented or installed in order to reduce storm water pollutants and site runoff. Further, MM Hydro-3 requires that any loading docks within retail areas be designed with devices to trap oil and grease and ensure these pollutants are not discharged into the storm water runoff, and MM Hydro-6 identifies actions to take to reduce pollutants from maintenance and landscape activities. MM Hydro-2, MM Hydro-3, and MM Hydro-6 are presented under the discussion of "Earlier Analysis" at the end of this document.

Consistent with the conclusion of the Parkside Specific Plan Final EIR, with adherence to the identified mitigation measures potential water quality impacts during construction and operation would be less than significant.

Mitigation: None required. The proposed Project would not result in any new, substantially more severe, or substantially different impacts, other than those previously considered and addressed in the Parkside Specific Plan Final EIR. No changes or additions to the previous environmental documents are necessary, nor is there a need for any additional mitigation measures. Applicable mitigation measures included in the Parkside Specific Plan Final EIR will continue to apply to the Project.

b. Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?

Discussion of Effects: The Parkside Specific Plan Final EIR concluded that development would further groundwater management objectives by limiting recharge into the southern portion of the Chino Basin, and because the development of the Optimum Basin Management Program (OBMP) anticipated the cumulative impacts of urbanization of the Chino Basin and consequent conversion of agricultural land use (e.g., diminished agricultural ground water extraction and projected need to increase ground water pumping by desalters), no significant individual or cumulative negative impacts to aquifer volume or the ground water table would occur with implementation of the Parkside Specific Plan. Nevertheless, MM Hydro-5 is required for water conservation and for enhanced ground water recharge.

The proposed Project would be served by domestic water provided by the City, and direct additions or withdrawals of groundwater are not proposed. The Project site is entirely within the physical impact area evaluated in Parkside Specific Plan Final EIR, and the proposed Project would not change the types of land uses to be developed within the Project site. There may be a slight change in the amount of impervious surface, which could reduce the potential for groundwater recharge; however, the Project site is not located in a designated groundwater recharge area (CBWCD, 2023). The potential for the proposed Project to substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the proposed Project may impede sustainable groundwater management of the basin is considered less than significant. Notwithstanding, MM Hydro-5 is applicable to the proposed Project and requires that landscaping retain and percolate both applied irrigation water and stormwater. MM Hydro-5 is presented under the discussion of "Earlier Analysis" at the end of this document.

Mitigation: None required. The proposed Project would not result in any new, substantially more severe, or substantially different impacts, other than those previously considered and addressed in the Parkside Specific Plan Final EIR. No changes or additions to the previous environmental documents are necessary, nor is there a need for any additional mitigation measures. Applicable

mitigation measures included in the Parkside Specific Plan Final EIR will continue to apply to the Project.

c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:

i) result in substantial erosion or siltation on- or off-site;

ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;

iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or

iv) impede or redirect flood flows?

Discussion of Effects: The Parkside Specific Plan Final EIR identifies that no streams or streambeds are present within the Specific Plan area. The Final EIR concluded that implementation of the Specific Plan could alter the drainage patterns of the site but would not substantially alter the rate or amount of stormwater runoff entering the Cucamonga Creek Channel, and ultimately Mill Creek (the southerly portion of the Channel). Further, the Final EIR identifies the Channel is designed to accept all water from the Specific Plan area and to accommodate the 100-year storm event at full buildout (urban development) of the watershed. Storm water from the Specific Plan area would be conveyed to the Channel via local streets, which would connect to underground storm drains and storm drains would be designed in compliance with applicable flood control requirement (MM Hydro-4). Therefore, flooding on- or off-site would not occur. Additionally, increases in the flows within the Channel as a result of urban development may cause erosion; however, the design of the storm drain system would ensure that the increase in the rate of flows into the Channel would be less than significant. With implementation of the on-site storm drain system and required Parkside Specific Plan Final EIR mitigation measures (MM Hydro-1 through MM Hydro 4, MM Hydro-6, and MM Hydro-7), which include requirements to adhere to applicable regulations, as discussed above, impacts would be less than significant.

The proposed Project includes a Specific Plan Amendment that would primarily increase the total area to be developed with residential uses and the total number of residential units, and reduce the amount of commercial and park area, consistent with TOP 2050. Additionally, the proposed Specific Plan Amendment clarifies the housing typologies to facilitate implementation of the Residential Design Guidelines and allows for additional housing typologies to be developed in certain PAs. Minor changes to the text, graphics and tables in the Parkside Specific Plan associated with these changes are also proposed. The Project site is entirely within the physical impact area evaluated in the Parkside Specific Plan Final EIR and would not involve any construction activities or new land use types beyond that anticipated in the Parkside Specific Plan Final EIR. Further, the storm drain system would remain the same, discharging to the Channel. As required by MM Hydro-4, the on-site storm drain system would meet the required flood control requirements. As with the approved residential, commercial and uses at the Project site, there would be a less than significant impact related to potential flooding and storm drain capacity. MM Hydro-4 is presented under the discussion of “Earlier Analysis” at the end of this document.

As discussed under Threshold “a” above, as required by MMs Hydro-1 through Hydro-3, and MM Hydro-6, the proposed Project would be constructed in compliance with applicable regulations to minimize water quality impacts during construction and operation, including from erosion, and impacts related to erosion and polluted runoff would be less than significant.

As discussed under Threshold “d” below, the Parkside Specific Plan area is not within a flood hazard area; therefore, the proposed Project would not redirect flood flows.

Mitigation: None required. The proposed Project would not result in any new, substantially more severe, or substantially different impacts, other than those previously considered and addressed in the Parkside Specific Plan Final EIR. No changes or additions to the previous environmental documents are necessary, nor is there a need for any additional mitigation measures. Applicable

mitigation measures included in the Parkside Specific Plan Final EIR will continue to apply to the Project.

d. In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?

Discussion of Effects: The Parkside Specific Plan Final EIR concluded that no structures within the Specific Plan area would be placed within a 100-year flood plain, and the Specific Plan area is not in proximity to a large body of water or the ocean, so the threat of an earthquake-induced seiche or tsunami would not occur.

Figure 5.10-3, Dam Inundation Zones, of TOP Final SEIR indicates that the Specific Plan area is within the eastern portion of San Antonio Creek dam failure inundation area; however, TOP Final SEIR concludes that because the likelihood of catastrophic failure of the San Antonio Dam is very low and because the City is prepared in the event of such failure, impacts are considered less than significant. The Project site is entirely within the physical impact area evaluated in the Parkside Specific Plan Final EIR and TOP Final SEIR and would also have no impacts or less than significant impacts related to the risk of pollutant release from inundation of the Project site from seiche, tsunami or dam failure. Based on review of the Federal Emergency Management Agency (FEMA) National Flood Hazard Layer (NFHL) Viewer, the eastern portion of Project site is within a FEMA Zone X (Shaded), which is an area of one percent annual chance flood with average depth less than one foot or with drainage areas of less than one square mile and the western portion of the Project site is within FEMA Zone X which is an area with reduced flood risk due to a levee (FEMA, 2008). The Cucamonga Creek Channel, which extends north-south through the Specific Plan area is within the 100-year flood plain; however, as discussed above, the Channel is designed to accommodate the 100-year storm event at full buildout. Therefore, the Project would also have a less than significant impact related to the risk of pollutant release from flood inundation, consistent with the conclusion of the Parkside Specific Plan Final EIR.

Mitigation: None required. The proposed Project would not result in any new, substantially more severe, or substantially different impacts, other than those previously considered and addressed in the Parkside Specific Plan Final EIR. No changes or additions to the previous environmental documents are necessary, nor is there a need for any additional mitigation measures.

e. Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

Discussion of Effects: As identified in the Parkside Specific Plan Final EIR, the Specific Plan area is located within the purview of the Santa Ana Regional Water Quality Control Board (RWQCB; Region 8) and must comply with applicable elements of the region's Basin Plan. As previously discussed, the Parkside Specific Plan Final EIR analysis concluded that with adherence to applicable water quality regulations, as required by mitigation measures in the Parkside Specific Plan Final EIR, water quality and groundwater impacts would be less than significant, and the Project would not conflict with the Basin Plan.

The Project site is entirely within the physical impact area evaluated in the Parkside Specific Plan Final EIR. The proposed Project would not involve any change in the type of construction activities or type of uses to be developed in the Project site (residential, commercial, and park), and as discussed under Threshold "a" above, would be required to comply with applicable regulations addressing the protection of water quality. Therefore, the Project would comply with the Basin Plan, consistent with the conclusion of the Parkside Specific Plan Final EIR.

On September 16, 2014, subsequent to certification of the Parkside Specific Plan Final EIR, Governor Brown signed into law the Sustainable Groundwater Management Act (SGMA). The 2014 SGMA requires local public agencies and Groundwater Sustainability Agencies (GSAs) in "high-" and "medium"-priority basins to develop and implement Groundwater Sustainability Plans (GSPs) or Alternatives to GSPs. The California Department of Water Resources (DWR) currently categorizes the Chino Groundwater Basins as "very low" priority. Therefore, the Chino Groundwater Basins is not subject to the requirements of the SGMA (DWR, 2023). Accordingly, development within the Parkside Specific Plan area, including the Project site, would not conflict with or obstruct implementation of a sustainable groundwater management plan and no impact would occur.

Mitigation: None required. The proposed Project would not result in any new, substantially more severe, or substantially different impacts, other than those previously considered and addressed in the Parkside Specific Plan Final EIR. No changes or additions to the previous environmental documents are necessary, nor is there a need for any additional mitigation measures. Applicable mitigation measures included in the Parkside Specific Plan Final EIR will continue to apply to the Project.

11. LAND USE & PLANNING. Would the project:

a. Physically divide an established community?

Discussion of Effects: The Parkside Specific Plan Final EIR analysis concluded that the Specific Plan area is not located within a "community" and all major circulation routes would be maintained through the area; therefore, implementation of the Specific Plan would not interfere or adversely disrupt or physically divide an established community.

The proposed Project includes a Specific Plan Amendment that would primarily increase the total area to be developed with residential uses and the total number of residential units, and reduce the amount of commercial and park area, consistent with TOP 2050. Additionally, the proposed Specific Plan Amendment clarifies the housing typologies to facilitate implementation of the Residential Design Guidelines and allows for additional housing typologies to be developed in certain PAs. Minor changes to the text, graphics and tables in the Parkside Specific Plan associated with these changes are also proposed. The Project site is entirely within the physical impact area evaluated in the Parkside Specific Plan Final EIR, and is surrounded by existing development, or areas planned for future development pursuant to approved specific plans or the TOP 2050 Policy Plan. Consistent with the conclusion of the Parkside Specific Plan Final EIR, the proposed Project would not divide an established community and no impact would result.

Mitigation: None required. The proposed Project would not result in any new, substantially more severe, or substantially different impacts, other than those previously considered and addressed in the Parkside Specific Plan Final EIR. No changes or additions to the previous environmental documents are necessary, nor is there a need for any additional mitigation measures.

b. Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

Discussion of Effects: The Parkside Specific Plan Final EIR concluded that proposed development would not conflict with applicable land use plan, policy, or regulation of an agency with jurisdiction over the Project, adopted for the purpose of avoiding or mitigating an environmental effect. Development would adhere to requirements outlined in the Parkside Specific Plan, TOP and Ontario Municipal Code, and with implementation of mitigation measures outlined in the Parkside Specific Plan Final EIR for the respective environmental issue areas (i.e., air quality, hydrology and water quality, noise, public services, transportation/traffic, and utilities). Therefore, impacts related to land use policies would be less than significant.

The proposed Project includes a Specific Plan Amendment that would primarily increase the total area to be developed with residential uses and the total number of residential units, and reduce the amount of commercial and park area, consistent with TOP 2050. Additionally, the proposed Specific Plan Amendment clarifies the housing typologies to facilitate implementation of the Residential Design Guidelines and allows for additional housing typologies to be developed in certain PAs. Minor changes to the text, graphics and tables in the Parkside Specific Plan associated with these changes are also proposed. The proposed Project is consistent with the land use and development assumptions in TOP 2050 and would not change the type of land uses allowed in the Specific Plan area. Further, the proposed Project would be designed to be consistent with the Development Regulations and Design Guidelines outlined in the Parkside Specific Plan, as amended. The proposed increase in residential development and decrease in commercial development and park area within the Project site, which is entirely within the physical impact area evaluated in the Parkside Specific Plan Final EIR and TOP Final SEIR, would not conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect, and this impact would be less than significant.

Mitigation: None required. The proposed Project would not result in any new, substantially more severe, or substantially different impacts, other than those previously considered and addressed in the Parkside Specific Plan Final EIR. No changes or additions to the previous environmental documents are necessary, nor is there a need for any additional mitigation measures.

12. MINERAL RESOURCES. Would the project:

a. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

b. Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?

Discussion of Effects: The Parkside Specific Plan Final EIR concluded that implementation of the Specific Plan would not result in impacts related to mineral resources because the Specific Plan area does not contain known mineral resources, is not located within an area of locally-important mineral resource recovery, and is not located within an area that has been classified or designated as a mineral resource area. The Project site is entirely within the physical impact area evaluated in the Parkside Specific Plan Final EIR, does not contain known mineral resources, and is not located within an area that has been classified or designated as a mineral resource recovery site, or an area that has been classified or designated as a mineral resource area in TOP, Parkside Specific Plan or other land use plan. Therefore, no impacts would result, consistent with the conclusion of the Parkside Specific Plan Final EIR.

Mitigation: None required. The proposed Project would not result in any new, substantially more severe, or substantially different impacts, other than those previously considered and addressed in the Parkside Specific Plan Final EIR. No changes or additions to the previous environmental documents are necessary, nor is there a need for any additional mitigation measures.

13. NOISE. Would the project result in:

a. Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

Discussion of Effects: The Parkside Specific Plan Final EIR analysis concluded that implementation of the Parkside Specific Plan would result in project-level noise impacts during construction; however, these impacts would be reduced to less than significant levels with implementation of identified mitigation measures.

The proposed Project includes a Specific Plan Amendment that would primarily increase the total area to be developed with residential uses and the total number of residential units, and reduce the amount of commercial and park area, consistent with TOP 2050. Additionally, the proposed Specific Plan Amendment clarifies the housing typologies to facilitate implementation of the Residential Design Guidelines and allows for additional housing typologies to be developed in certain PAs. Minor changes to the text, graphics and tables in the Parkside Specific Plan associated with these changes are also proposed. With respect to construction noise, the Project site is entirely within the physical impact area evaluated in the Parkside Specific Plan Final EIR. Grading and building construction would be conducted as part of the proposed Project. The types of construction activities and construction equipment that would be used for construction in the Project site would be the same as that evaluated in the Parkside Specific Plan Final EIR, and the noise-sensitive receptors are the same as those evaluated. Construction activities would be subject to the mitigation measures outlined in the Parkside Specific Plan Final EIR, which require that construction activities comply with the City's noise ordinance that restricts the days and hours of construction activities (MM Noi-1), and construction staging areas shall not be located within 150 feet of existing sensitive receptors and that noise-producing construction equipment be fitted with properly operating and maintained mufflers (MM Noi-2). Therefore, construction-related noise impacts from the proposed Project would be less than significant consistent with the conclusion of the Parkside Specific Plan Final EIR. MM Noi-1 and MM Noi-2 are presented under the discussion of "Earlier Analysis" at the end of this document.

With respect to operations, the Parkside Specific Plan Final EIR concluded that residential uses within the Specific Plan area would be exposed to traffic noise levels that exceed established standards; however, these impacts would be reduced to a less than significant level with implementation of MMs Noi-3 through Noi-6. While this does not represent an environmental impact pursuant to CEQA, the proposed Project does not change the types of uses that would be constructed within the Specific Plan area and these MMs would continue to apply. MM Noi-3 through MM Noi-6 are presented under the discussion of "Earlier Analysis" at the end of this document.

The noise sources associated with proposed residential, commercial and park uses would be the same as that anticipated and evaluated in the Parkside Specific Plan Final EIR, and primarily include traffic-related noise. The TOP Final SEIR evaluated traffic-related noise impacts that would result from buildout of TOP 2050, which includes development in the Parkside Specific Plan area. The TOP Final SEIR concluded that buildout of the uses anticipated by TOP would result in less than significant traffic-related noise impacts. As previously identified, the proposed Project would result in 1,007 fewer residential units compared to that evaluated for the Specific Plan area in the TOP Final SEIR (2,851 units compared to 3,858 units). Additionally, the circulation system for the Parkside Specific Plan and anticipated in the TOP Final SEIR traffic-related noise analysis would not change with the proposed Project. With a reduction in units and associated trip generation compared to that evaluated in the TOP Final SEIR, the proposed Project would reduce traffic-related noise impacts, which were determined to be less than significant. The proposed Project would not result in a significant noise impact or substantial increase in traffic-related noise impacts compared to that evaluated in the TOP Final SEIR.

Mitigation: None required. The proposed Project would not result in any new, substantially more severe, or substantially different impacts, other than those previously considered and addressed in the Parkside Specific Plan Final EIR and TOP Final SEIR. No changes or additions to the previous environmental documents are necessary, nor is there a need for any additional mitigation measures. Applicable mitigation measures included in the Parkside Specific Plan Final EIR will continue to apply to the Project.

b. Generation of excessive groundborne vibration or groundborne noise levels?

Discussion of Effects: The Parkside Specific Plan Final EIR analysis concluded that implementation of the Parkside Specific Plan would not generate excessive groundborne vibrations or groundborne noise levels during normal operations; however, groundborne vibrations may be generated infrequently by use of heavy construction equipment. However, this temporary and infrequent vibration would be less than significant.

The proposed Project includes a Specific Plan Amendment that would primarily increase the total area to be developed with residential uses and the total number of residential units, and reduce the amount of commercial and park area, consistent with TOP 2050. Additionally, the proposed Specific Plan Amendment clarifies the housing typologies to facilitate implementation of the Residential Design Guidelines and allows for additional housing typologies to be developed in certain PAs. Minor changes to the text, graphics and tables in the Parkside Specific Plan associated with these changes are also proposed. There would be no change in the types of uses allowed to be developed in the Specific Plan area; therefore, excessive vibration would not occur during operation.

The Project site is entirely within the physical impact area evaluated in the Parkside Specific Plan Final EIR. Grading and building construction would be conducted as part of the proposed Project. The types of construction activities and construction equipment that would be used for construction in the Project site would be the same as that evaluated in the Parkside Specific Plan Final EIR; therefore, potential sources of vibration during construction would also be the same. Therefore, construction-related vibration impacts from the proposed Project would be less than significant consistent with the conclusion of the Parkside Specific Plan Final EIR.

Mitigation: None required. The proposed Project would not result in any new, substantially more severe, or substantially different impacts, other than those previously considered and addressed in the Parkside Specific Plan Final EIR. No changes or additions to the previous environmental documents are necessary, nor is there a need for any additional mitigation measures.

c. For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

Discussion of Effects: The Parkside Specific Plan Final EIR concluded that the Specific Plan area is located outside the 65 dB CNEL contour line of the Chino Airport and ONT. Therefore, people residing and working within the Specific Plan area would not experience excessive noise levels due to airport proximity.

As previously discussed, the Project site is approximately 4.0 miles south of the ONT, and 1.4 miles north of the Chino Airport. However, based on review of Figure 5.13-3, Airport Noise Contours, the Specific Plan area, including the Project site, is not within a noise contour for the Chino Airport or ONT. Therefore, the Project would not expose people residing at the Project site to excessive noise levels from airport operations and this impact would be less than significant, consistent with the conclusion of the Parkside Specific Plan Final EIR.

Mitigation: None required. The proposed Project would not result in any new, substantially more severe, or substantially different impacts, other than those previously considered and addressed in the Parkside Specific Plan Final EIR. No changes or additions to the previous environmental documents are necessary, nor is there a need for any additional mitigation measures.

14. POPULATION & HOUSING. Would the project:

a. Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of road or other infrastructure)?

Discussion of Effects: The Parkside Specific Plan Final EIR concluded that growth associated with implementation of the Parkside Specific Plan is consistent with the regional growth forecasts and the regional job-housing balance projections resulting in less than significant direct impacts. Indirect population and housing impacts were also determined to be less than significant. Additionally, the TOP Final SEIR concluded that although the increase in population, housing, and employment under TOP 2050 would exceed SCAG's regional forecasts for the City, TOP 2050 would improve the job-housing balance. Furthermore, TOP 2050 accommodates future growth by providing for infrastructure and associated public services to accommodate the projected growth of the City and is consistent with SCAG's Connect SoCal. Consequently, while buildout of TOP 2050 Policy Plan Land Use Plan would substantially increase both population and employment in the City, TOP Final SEIR concluded that impacts would be less than significant.

The proposed Project includes a Specific Plan Amendment that would increase the maximum number of allowed units in the Specific Plan area by 904 units and reduce commercial development by approximately 100,000 sf. However, the proposed Specific Plan Amendment would allow for a maximum of 2,851 residential units to be developed within the Parkside Specific Plan area, which is 1,007 fewer units than the 3,858 residential unit development capacity established by TOP Policy Plan for the Parkside Specific Plan area. Therefore, the proposed Project would not exceed the number of units or associated increase in population anticipated in TOP for the Specific Plan area and would continue to assist the City in improving its jobs-housing balance. Additionally, the Project would not involve the development of any roadways or infrastructure beyond that already planned to accommodate the previously approved Specific Plan. Therefore, the proposed Project would not induce substantial unplanned population growth in the City, either directly or indirectly, resulting in a less than significant impact, consistent with the conclusions of the Parkside Specific Plan Final EIR and TOP Final SEIR.

Mitigation: None required. The proposed Project would not result in any new, substantially more severe, or substantially different impacts, other than those previously considered and addressed

in the Parkside Specific Plan Final EIR and TOP Final SEIR. No changes or additions to the previous environmental documents are necessary, nor is there a need for any additional mitigation measures.

b. Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?

Discussion of Effects: The Parkside Specific Plan Final EIR concluded that implementation of the Specific Plan would not involve the displacement of any existing housing because no residential structures existed at the time the Parkside Specific Plan Final EIR was prepared. The Project site remains undeveloped, and the proposed Project would not result in the displacement of people or housing. No impact would occur, consistent with the conclusion of the Parkside Specific Plan Final EIR.

Mitigation: None required. The proposed Project would not result in any new, substantially more severe, or substantially different impacts, other than those previously considered and addressed in the Parkside Specific Plan Final EIR. No changes or additions to the previous environmental documents are necessary, nor is there a need for any additional mitigation measures.

15. PUBLIC SERVICES. Would the project:

a. Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

i) Fire protection?

Discussion of Effects: The Parkside Specific Plan Final EIR analysis concluded that the implementation of the Specific Plan, which includes development of Fire Station 9 (refer to MM Serv-7), and payment of Development Impact Fees, would result in a less than significant impact to fire protection services. Additionally, adherence to applicable regulations to reduce fire hazards (refer to MM Serv-2 through MM Serv-6) would also be required.

The Ontario Fire Department provides fire and Emergency Medical Services to the Specific Plan area, including the Project site, from Fire Station No. 9 located within the Specific Plan Area (PA 20), which was implemented as required by MM Serv-7. The proposed Project would increase the number of residential units allowed to be constructed in the Specific Plan area (an increase of 904 dwelling units) and would have an associated increase in the population within the Specific Plan area. Therefore, the proposed Project would increase the demand for fire protection services. However, the payment of required Development Impact Fees (which would contribute to funding for additional staffing, facilities, and equipment), and adherence to applicable codes, ordinances, and standard conditions, including the current edition of the California Fire Code (CFC), as adopted by the Ontario Municipal Code (Section 4-4.01) would ensure that impacts from the proposed Project remain less than significant. MM Serv-1 through MM Serv-6 require adherence to regulations for access, building materials, fire flow, etc., and MM Serv-8 requires the developer to pay development impact fees for fire service. MM Serv-1 through MM Serv-8 are presented under the discussion of “Earlier Analysis” at the end of this document. The proposed Project would not result in the need for new or physically altered fire protection facilities that would cause a physical environmental impact. Impacts related to fire protection services would be less than significant, consistent with the conclusion of the Parkside Specific Plan Final EIR.

Mitigation: None required. The proposed Project would not result in any new, substantially more severe, or substantially different impacts, other than those previously considered and addressed in the Parkside Specific Plan Final EIR. No changes or additions to the previous environmental documents are necessary, nor is there a need for any additional mitigation measures. Applicable mitigation measures included in the Parkside Specific Plan Final EIR will continue to apply to the Project.

ii) Police protection?

Discussion of Effects: The Parkside Specific Plan Final EIR analysis concluded that the implementation of the Specific Plan would add residential uses to the area and would increase demands upon police protection; however, no adverse physical impacts associated with the need for, or provision of, new or physically altered police facilities would result from the project, and this impact would be less than significant. MM Serv-8 requires the developer to pay development impact fees for police service.

Police services would be provided by the Ontario Police Department. Since police services are based upon per capita service levels, the proposed Project, which would increase the residential population at the Project site, would require an incremental increase in police services to maintain required service levels. The Project would incorporate MM Serv-8, which is presented under the discussion of "Earlier Analysis" at the end of this document. Property taxes and City fees, including payment of required Development Impact Fees (MM Serv-8), support the general fund to help offset the cost of additional personnel. The proposed Project would not result in the need for new or physically altered police protection facilities that would cause a physical environmental impact. Impacts related to police protection services would be less than significant, consistent with the conclusion of the Parkside Specific Plan Final EIR.

Mitigation: None required. The proposed Project would not result in any new, substantially more severe, or substantially different impacts, other than those previously considered and addressed in the Parkside Specific Plan Final EIR. No changes or additions to the previous environmental documents are necessary, nor is there a need for any additional mitigation measures. Applicable mitigation measures included in the Parkside Specific Plan Final EIR will continue to apply to the Project.

iii) Schools?

Discussion of Effects: The Parkside Specific Plan Final EIR analysis concluded that with adherence to regulations requiring payment of school fees (MM Serv-9) impacts to school services would be less than significant. The proposed Project would increase the number of dwelling units at the Project site; however, the payment of required school fees would reduce this impact to a less than significant level (refer to MM Serv-9). MM Serv-9 is presented under the discussion of "Earlier Analysis" at the end of this document. The proposed Project would not result in the need for new or physically altered school facilities that would cause a physical environmental impact. Impacts related to school services would be less than significant, consistent with the conclusion of the Parkside Specific Plan Final EIR.

Mitigation: None required. The proposed Project would not result in any new, substantially more severe, or substantially different impacts, other than those previously considered and addressed in the Parkside Specific Plan Final EIR. No changes or additions to the previous environmental documents are necessary, nor is there a need for any additional mitigation measures. Applicable mitigation measures included in the Parkside Specific Plan Final EIR will continue to apply to the Project.

iv) Parks?

Discussion of Effects: The Parkside Specific Plan Final EIR analysis concluded that the Parkside Specific Plan would provide a 52-acre Central Park (now referred to as the "Great Park") to be part of the proposed regional park system in the Ontario Ranch area and would provide adequate park land. Impacts related to parks were determined to be less than significant. MM Serv-10 outlines the required timing of the Great Park relative to completion of the residential PAs.

The Quimby Act requires local jurisdictions with parks responsibilities to provide parks and recreation opportunities through the receipt of fees or the acceptance of facilities/land. Each tract within the Specific Plan area could either provide adequate local park facilities or pay fees to the City in lieu thereof or some combination of both approaches. The Project would result in an increase in 904 dwelling units compared to the approved Parkside Specific Plan, and a reduction in overall public parkland acreage (a reduction from 58.86 gross acres to 37.38 gross acres). The reduction in public parkland acreage is anticipated by TOP 2050 and is intended

to allow for an increase in residential areas to assist the City in meeting its housing requirements. The reduced public parkland provided within the Specific Plan area with the proposed Specific Plan Amendment would still meet the required parkland amount for the future residents. MM Serve 10 has been modified to reflect the timing for implementation of the Great Park (PA 21) with the proposed Project. The Project site is within the limits of the project that was analyzed in the Parkside Specific Plan Final EIR. The Project does not propose the construction of additional parkland outside the limits of the Specific Plan area. Impacts related to park services would be less than significant, consistent with the conclusion of the Parkside Specific Plan Final EIR.

Mitigation: None required. The proposed Project would not result in any new, substantially more severe, or substantially different impacts, other than those previously considered and addressed in the Parkside Specific Plan Final EIR. No changes or additions to the previous environmental documents are necessary, nor is there a need for any additional mitigation measures.

v) Other public facilities?

Discussion of Effects: The Parkside Specific Plan Final EIR analysis concluded that impacts to other existing public facilities (i.e., libraries) would be less than significant with payment of the City's library Development Impact Fee (MM Serv 8). MM Serv-8 is presented under the discussion of "Earlier Analysis" at the end of this document. The increased demand for library services associated with the increase in population resulting from the proposed Project would be addressed through payment of the required Development Impact Fees. Because libraries need enough people within a geographic area to warrant their construction, the fees are considered adequate mitigation and the construction of new library facilities is not required. Impacts to library services would be less than significant consistent with the conclusion of the Parkside Specific Plan Final EIR.

Mitigation: None required. The proposed Project would not result in any new, substantially more severe, or substantially different impacts, other than those previously considered and addressed in the Parkside Specific Plan Final EIR. No changes or additions to the previous environmental documents are necessary, nor is there a need for any additional mitigation measures. Applicable mitigation measures included in the Parkside Specific Plan Final EIR will continue to apply to the Project.

16. RECREATION. Would the project:

a. Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

Discussion of Effects: The Parkside Specific Plan Final EIR analysis concluded that potential impacts related to increased use of existing parks would be less than significant. The Parkside Specific Plan includes a portion of the City's Great Park, which is part of a 355-acre regional park system for Ontario Ranch, and private parkland space. The increase in population generated by the Project would increase the demand for park facilities. As with the approved Specific Plan, the proposed Project would include public park acreage, which would ensure that the increase in residential units and associated population would not increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated. MM Serv-10 would be implemented to ensure the construction of the portion of the Great Park within the Specific Plan area occurs in a timely manner relative to the buildout of the proposed residential uses. MM Serv-10 is presented under the discussion of "Earlier Analysis" at the end of this document. No additional new or expanded park facilities would be required beyond the onsite recreational facilities, and there would not be an accelerated physical deterioration of local or regional parks, consistent with the conclusion of the Parkside Specific Plan Final EIR.

Mitigation: None required. The proposed Project would not result in any new, substantially more severe, or substantially different impacts, other than those previously considered and addressed in the Parkside Specific Plan Final EIR. No changes or additions to the previous environmental documents are necessary, nor is there a need for any additional mitigation measures. Applicable

mitigation measures included in the Parkside Specific Plan Final EIR will continue to apply to the Project.

b. Include recreational facilities or require the construction or expansion of recreational facilities that have an adverse physical effect on the environment?

Discussion of Effects: The Parkside Specific Plan Final EIR included evaluation of the physical environmental impacts resulting from implementation of park and recreational facilities within the Specific Plan area and mitigation measures were identified to reduce these impacts, as feasible. The Project site is entirely within the physical impact area evaluated in the Parkside Specific Plan Final EIR. No physical environmental impacts associated with construction of park and recreational facilities would occur beyond that already addressed in the Parkside Specific Plan Final EIR and this Addendum.

Mitigation: None required. The proposed Project would not result in any new, substantially more severe, or substantially different impacts, other than those previously considered and addressed in the Parkside Specific Plan Final EIR. No changes or additions to the previous environmental documents are necessary, nor is there a need for any additional mitigation measures.

17. TRANSPORTATION

As discussed under Threshold "b" below, pursuant to Senate Bill (SB) 743, the requirement for analyzing congestion impacts for CEQA purposes has been eliminated. Notwithstanding, off-site mitigation measures included in the Parkside Specific Plan Final EIR requiring the completion of intersection improvements or fair share payments to address operational deficiencies (refer to MM Trans-1 through MM Trans-31) remain applicable unless determined to no longer be necessary based on the *Parkside Specific Plan Traffic Analysis* prepared for the proposed Project (Urban Crossroads, 2023c). The requirements for off-site traffic improvements would be included as conditions of approval for the Project.

Would the project:

a. Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?

Discussion of Effects: The Parkside Specific Plan Final EIR analysis concluded that the implementation of the Specific Plan would not conflict with a plan, ordinance, or policy addressing circulation system resulting in a less than significant impact at the Project level.

The proposed Project includes a Specific Plan Amendment that would primarily increase the total area to be developed with residential uses and the total number of residential units, and reduce the amount of commercial and park area, consistent with TOP 2050. Additionally, the proposed Specific Plan Amendment clarifies the housing typologies to facilitate implementation of the Residential Design Guidelines and allows for additional housing typologies to be developed in certain PAs. Minor changes to the text, graphics and tables in the Parkside Specific Plan associated with these changes are also proposed. The proposed Project does not involve any changes to the Specific Plan related to the circulation system, and mitigation measures from the Parkside Specific Plan Final EIR requiring onsite or site-adjacent transportation improvements would be implemented: MM Trans-1 through MM Trans-8 (address on-site improvements), MM T-9 through MM Trans-31 (address off-site improvements). The mitigation measures that have not already been implemented are presented under the discussion of "Earlier Analysis" at the end of this document.

The Parkside Specific Plan Final EIR identified that at the time the Parkside Specific Plan Final EIR was prepared, Omnitrans Bus Service did not provide bus services in the Project vicinity; however, bus turnouts and shelters to serve future residents would be provided as required by Omnitrans and as approved by the City. The Parkside Specific Plan Final EIR concluded that impacts would be less than significant. Under existing conditions, there is a planned Bus Rapid Transit route along Haven Avenue and Edison Avenue. Additionally, there are existing bus stops along Edison/Ontario Ranch Road, approximately 0.25-mile east of the Project site, and Archibald Avenue approximately 0.1-mile north of the Project site. These bus stops are within walking distance of the Project site and would facilitate use of transit. Additionally, as required by the City and as outlined in the Parkside Specific Plan, the proposed Project would include the construction of required pedestrian

facilities and bikeways, which would connect to existing and planned facilities in the vicinity of the Project site, and existing transit facilities. Therefore, the proposed Project would not conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities.

Mitigation: None required. The proposed Project would not result in any new, substantially more severe, or substantially different impacts, other than those previously considered and addressed in the Parkside Specific Plan Final EIR. No changes or additions to the previous environmental document are necessary, nor is there a need for any additional mitigation measures. Applicable mitigation measures included in the Parkside Specific Plan Final EIR will continue to apply to the Project.

b. Conflict with or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)?

Discussion of Effects: SB 743, approved in 2013 and codified in Public Resources Code Section 21099, changes the way transportation impacts are determined according to CEQA. The Governor's Office of Planning and Research (OPR) recommended the use of VMT as the replacement for automobile delay-based level of service for the purposes of determining a significant transportation impact under CEQA. On December 28, 2018, the State approved updates to the CEQA Guidelines, which entailed changes to the thresholds of significance for the evaluation of impacts to transportation. Updates to the CEQA Guidelines included the addition of CEQA Guidelines Section 15064.3, of which Subdivision b establishes criteria for evaluating a project's transportation impacts based on project type and using automobile VMT as the metric. Beginning July 1, 2020, the provisions of CEQA Guidelines Section 15064.3 apply statewide. As identified in Section 15064.3(b)(4) of the CEQA Guidelines, a lead agency has the discretion to choose the most appropriate methodology to evaluate a project's VMT. Based on OPR's *Technical Advisory on Evaluating Transportation Impacts in CEQA* (December of 2018), the City of Ontario has developed and adopted its own VMT methodologies and thresholds (Resolution No. 2020-071), which were adopted by City Council in June 2020.

Consistent with the CEQA Guidelines, this Addendum does not expand into new areas of analysis. See CEQA Guidelines, Sections 15064.3(b)(1) and 15007 (new guidelines apply prospectively); see also *Concerned Dublin Citizens v. City of Dublin* (2013) 214 Cal.App.4th 1301, 1320 (adoption of new guidelines for GHG evaluation was not significant new information requiring further CEQA review because GHG emissions were known information and could have been addressed in the original EIR); *Fort Mojave Indian Tribe v. Dept. of Health Servs.* (1995) 38 Cal.App.4th 1574, 1605 (new critical habitat regulation was not significant new information because impacts to the species had already been addressed in original EIR). Further, VMT associated with the proposed Project does not constitute new significant information requiring additional environmental analysis. The adoption of VMT as a metric for analyzing transportation impacts (and corresponding GHG impacts) pursuant to SB 743 is not new information, as VMT-related impacts were knowable and known when the Parkside Specific Plan Final EIR was prepared. Therefore, no further analysis of the Project's VMT for analyzing transportation impacts is required in this Addendum.

Notwithstanding, the *Parkside Specific Plan Amendment Vehicles Miles Traveled (VMT) Analysis* (July 13, 2023) (VMT Analysis) (Urban Crossroads, 2023b) was prepared to compare the VMT generated by the proposed Project to the approved Parkside Specific Plan, using methodologies established by the City in Resolution No. 2020-071. The VMT Analysis is included in Attachment E of this Addendum.

As previously discussed, the Project would increase residential units by 904 dwelling units as compared to the approved Parkside Specific Plan, which would result in an increase in vehicular trips and an associated increase in total Origin/Destination (OD) VMT. However, TOP 2050 anticipated that the Specific Plan area would be developed with up to 3,858 residential units. Therefore, the proposed Project would result in 1,007 fewer residential units as compared to the TOP 2050 assumptions. Although the Project would result in an increase in vehicular trips compared to the approved Parkside Specific Plan, the Project's anticipated vehicle trips would be within the assumptions analyzed in the TOP 2050 Final EIR. As shown in Table 3 of the VMT Analysis, total OD VMT divided by the proposed Project's service population (SP) results in a lower OD VMT/SP for the proposed Project as compared to the approved Parkside Specific Plan (13.31

compared to 19.44). Similarly, the Boundary VMT/SP in both the City of Ontario boundary and 10-mile radii boundary of the Project location is lower with the proposed Project compared to the Parkside Specific Plan. Specifically, the City Boundary VMT/SP with the proposed Project would be 13.55 compared to 13.61 with the approved Specific Plan and the 10-Mile Boundary VMT/SP with the proposed Project would be 15.99 compared to 16.01 with the approved Specific Plan. These results indicate a more efficient land use plan when incorporated with the complementary land uses in the surrounding area. This is consistent with the *Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity*, which indicates that "[i]ncreasing residential densities affect the distance people travel and provide greater options for the mode of travel they choose. Increasing residential density results in shorter and fewer trips by single-occupancy vehicles and thus a reduction in GHG emissions." This analysis indicates that the Project is more efficient from a VMT perspective as compared to the approved Specific Plan.

Mitigation: None required. The proposed Project would not result in any new, substantially more severe, or substantially different impacts, other than those previously considered and addressed in the Parkside Specific Plan Final EIR and TOP Final SEIR. No changes or additions to the previous environmental document are necessary, nor is there a need for any additional mitigation measures.

c. Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

Discussion of Effects: The Parkside Specific Plan Final EIR analysis identifies potentially significant impacts related to hazards due to geometric design features. However, with the implementation of MM Trans-1 through MM Trans-6, onsite roadway improvements would be constructed and would comply with applicable street design standards, which would ensure impacts are less than significant. The Parkside Specific Plan Final EIR also concluded that with the decrease in agricultural activities in the area the potential hazards associated with use of local roadways by farm equipment would be less than significant.

The proposed Project includes a Specific Plan Amendment that would primarily increase the total area to be developed with residential uses and the total number of residential units, and reduce the amount of commercial and park area, consistent with TOP 2050. Additionally, the proposed Specific Plan Amendment clarifies the housing typologies to facilitate implementation of the Residential Design Guidelines and allows for additional housing typologies to be developed in certain PAs. Minor changes to the text, graphics and tables in the Parkside Specific Plan associated with these changes are also proposed. The proposed Project does not involve any changes to the Specific Plan related to the circulation system, including the required site-adjacent roadway improvements. Access to the Specific Plan area would be provided from Edison Avenue/Ontario Rancho Road, Carpenter Avenue, Eucalyptus Avenue, and Archibald Avenue as anticipated in the Specific Plan, and internal roadways, access driveways, and sight distance would comply with the City design requirements, and roadway standards outlined in the Specific Plan (refer to MM Trans-1 through MM T-6 presented under the discussion of "Earlier Analysis" at the end of this document). This impact would be less than significant.

Mitigation: None required. The proposed Project would not result in any new, substantially more severe, or substantially different impacts, other than those previously considered and addressed in the Parkside Specific Plan Final EIR. No changes or additions to the previous environmental document are necessary, nor is there a need for any additional mitigation measures. Applicable mitigation measures included in the Parkside Specific Plan Final EIR will continue to apply to the Project.

d. Result in inadequate emergency access?

Discussion of Effects: The Parkside Specific Plan Final EIR concluded that implementation of the Parkside Specific Plan would improve emergency access by completing improved road segments and impacts were determined to be less than significant. The proposed Project does not involve any changes to the Parkside Specific Plan related to the circulation system or emergency access. As with the approved Specific Plan, implementation of the Project would improve emergency access by completing roadway segments in the Specific Plan area, and development would adhere to City of Ontario standard conditions of approval and permits related to emergency access. Access

to the Project site would be provided from Edison Avenue/Ontario Rancho Road, Carpenter Avenue, Eucalyptus Avenue, and Archibald Avenue as anticipated in the Specific Plan, and would comply with applicable requirements for emergency access. This impact would be less than significant.

Mitigation: None required. The proposed Project would not result in any new, substantially more severe, or substantially different impacts, other than those previously considered and addressed in the Parkside Specific Plan Final EIR. No changes or additions to the previous environmental documents are necessary, nor is there a need for any additional mitigation measures.

18. **TRIBAL CULTURAL RESOURCES**. The provisions of Assembly Bill (AB) 52 are not applicable to the proposed Project. AB 52 applies "…only to a project that has a notice of preparation or a notice of negative declaration or mitigated negative declaration filed on or after July 1, 2015." AB 52, which became effective on July 1, 2015, established a consultation process with California Native American tribes, and established Tribal Cultural Resources as a new class of resources to be considered in the determination of project impacts and mitigation under CEQA. AB 52 requires lead agencies to provide notice to tribes that are traditionally and culturally affiliated with the geographic area of a proposed project, if they have requested such notice in writing. The project notification is required prior to the lead agency's release of a Notice of Preparation (NOP) of an EIR or notice of intent to adopt an MND or ND, and is not required for Addendums. However, the analysis of impacts to cultural resources, including prehistoric archaeological sites, resulting from implementation of the Parkside Specific Plan is provided in the Cultural Resources section of the Parkside Specific Plan Final EIR, as summarized previously in the Cultural Resources section of this Addendum. The Parkside Specific Plan Final EIR found that implementation of the Specific Plan would result in less than significant impacts to archaeological resources with implementation of mitigation measures.

Senate Bill 18 (SB 18) requires local (city and county) governments to consult with California Native American tribes to aid in the protection of traditional tribal cultural places ("cultural places") through local land use planning. The consultation and notice requirements apply to adoption and amendment of both general plans (defined in Government Code Section 65300 et seq.) and specific plans (defined in Government Code 65450 et seq.), and not the CEQA process. The City completed the required Native American consultation pursuant to SB 18. One of the tribes contacted by the City requested consultation (Gabrieleño Band of Mission Indians – Kizh Nation [Kizh Nation]). No information has been provided indicating that tribal cultural resources are presented within the Project site.

Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

a. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k)?

Discussion of Effects: As discussed in the Cultural Resources section of this Addendum, the Parkside Specific Plan Final EIR analysis concluded that the implementation of the Specific Plan would not result in the destruction of historical resources and impacts would be less than significant. The Project site is undeveloped, previously disturbed by existing and previous agricultural activities, and entirely within the physical impact area evaluated in the Parkside Specific Plan Final EIR. There are no historic resources as defined in CEQA Guideline Section 15064.5 at, or in the vicinity of the Project site and no impacts to tribal cultural resources listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k) would result from implementation of the proposed Project.

Mitigation: None required. The proposed Project would not result in any new, substantially more severe, or substantially different impacts, other than those previously considered and addressed in the Parkside Specific Plan Final EIR. No changes or additions to the previous environmental documents are necessary, nor is there a need for any additional mitigation measures.

b. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code section 5024.1? In applying the criteria set forth in subdivision (c) of Public Resources Code section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe?

Discussion of Effects: The Project site is undeveloped, previously disturbed by existing and previous agricultural activities, and entirely within the physical impact area evaluated in the Parkside Specific Plan Final EIR. There are no known tribal cultural resources within the Parkside Specific Plan Area, including the Project site. Consistent with the analysis conclusions for archaeological resources presented in the Cultural Resources section of this Addendum, there is a low potential for adverse environmental impacts to previously undiscovered resources. The Final EIR includes MM Cultural-1, which outlines actions to take in the event unknown resources are discovered during grading. MM Cultural-1, which is presented under the discussion of "Earlier Analysis" at the end of this document, would be applicable to the Project, and impacts to unknown tribal cultural resources would be less than significant.

Notwithstanding, based on the results of the Native American consultation conducted by the City pursuant to SB 18, during construction of the proposed Project the Project Applicant would adhere to the provisions of the Native American Monitoring Services Agreement executed in June 2020 for the Parkside Condominium Project between the Project Applicant and the Kizh Nation. This Agreement is included in the proposed Specific Plan Amendment. Adherence to this agreement would expand on the requirements outlined in MM Cultural-1 and would ensure that impacts to previously unknown tribal cultural resources during construction, should such resources be present, would be less than significant.

Mitigation: None required. The proposed Project would not result in any new, substantially more severe, or substantially different impacts, other than those previously considered and addressed in the Parkside Specific Plan Final EIR. No changes or additions to the previous environmental documents are necessary, nor is there a need for any additional mitigation measures. Applicable mitigation measures included in the Parkside Specific Plan Final EIR will continue to apply to the Project.

19. UTILITIES AND SERVICE SYSTEMS. Would the project:

a. Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?

Discussion of Effects: The Parkside Specific Plan Final EIR identifies the required infrastructure systems necessary to serve the proposed development within the Specific Plan area, and the Parkside Specific Plan Final EIR addressed the utility demands associated with proposed development and potential environmental impacts associated with installation of the required infrastructure. Utility and service system impacts were determined to be less than significant with mitigation. The required mitigation focuses on requirements for design, funding, construction, and review of utility infrastructure.

The proposed Project includes a Specific Plan Amendment that would primarily increase the total area to be developed with residential uses and the total number of residential units, and reduce the amount of commercial and park area, consistent with TOP 2050. Additionally, the proposed Specific Plan Amendment clarifies the housing typologies to facilitate implementation of the Residential Design Guidelines and allows for additional housing typologies to be developed in certain PAs. Minor changes to the text, graphics and tables in the Parkside Specific Plan associated with these changes are also proposed. There would be an associated increase in demand for water, electricity, natural gas, etc. and wastewater generation; however, the proposed Project does not involve any changes that would require new or expanded utility infrastructure beyond that already anticipated in the Parkside Specific Plan and evaluated in the associated Final EIR, and on-site utility infrastructure that would serve the Project. With respect to storm drain facilities, as discussed in the Hydrology and Water Quality section of this Addendum, the proposed Project would not

substantially alter the post-development drainage characteristics of the Project site; therefore, the existing off-site storm drain system has sufficient capacity to accommodate runoff from the Project site and the onsite storm drain system would connect to the existing drainage system. Further, MM Util-1 through MM Util-7 and MM Util-9 require that utility infrastructure be constructed and funded to the satisfaction of the City, require implementation of sustainable systems for water and energy, and coordination with utilities agencies. These MMs are presented under the discussion of "Earlier Analysis" at the end of this document. Impacts related to the installation of utility infrastructure necessary to serve the proposed Project would be less than significant, consistent with the conclusion of the Parkside Specific Plan Final EIR.

Mitigation: None required. The proposed Project would not result in any new, substantially more severe, or substantially different impacts, other than those previously considered and addressed in the Parkside Specific Plan Final EIR. No changes or additions to the previous environmental document are necessary, nor is there a need for any additional mitigation measures. Applicable mitigation measures included in the Parkside Specific Plan Final EIR will continue to apply to the Project.

b. Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?

Discussion of Effects: The Parkside Specific Plan Final EIR analysis concluded that the implementation of the Specific Plan would generate an additional demand for water; however, the City has sufficient water supply to meet the City's existing and planned future uses, resulting in a less than significant impact.

The proposed Project includes a Specific Plan Amendment that would increase the allowed number of units in the Specific Plan area (an increase of 904 units) and decrease the amount of commercial and park area, consistent with TOP 2050. Pursuant to Senate Bill (SB) 610 and SB 221, a Project-specific *Water Supply Assessment and Written Verification of Sufficient Water Supply, Parkside Specific Plan Amendment, City of Ontario* (WSA) (Webb, 2022), was prepared for the proposed Project, and is included in Attachment F of this Addendum. The WSA identifies that the City of Ontario Municipal Utilities Company (OMUC) is the water supplier for the proposed Project. According to the WSA, the City's 2020 Urban Water Management Plan (UWMP) used the approved land use plans for each Specific Plan, including the Parkside Specific Plan, to calculate project water demands. The estimated water demands for the approved Specific Plan included in the 2020 UWMP was calculated to be a total of 1,301 acre-feet per year (AFY) (965 AFT potable water and 336 AFY recycled water). The estimated potable water demand for buildout of the proposed Specific Plan Amendment is 1,225 AFY (915 AFY and recycled water demand of 310 AFY). Because the City's water demand projections for the same piece of land in the 2020 UWMP were higher than with the proposed Specific Plan Amendment, the Project-specific WSA concludes that the water demand for the Project was accounted for the most recently adopted 2020 UWMP. Additionally, State mandated conservation efforts would reduce demand in the future. Impacts to water supplies are considered less than significant consistent with the conclusion of the Parkside Specific Plan Final EIR. Notwithstanding, MM Util-6, which requires implementation of sustainable design features to reduce water consumption, and MM Util-7, which requires the construction of a dual pipe system to supply reclaimed water would be implemented. These MMs are presented under the discussion of "Earlier Analysis" at the end of this document.

Mitigation: None required. The proposed Project would not result in any new, substantially more severe, or substantially different impacts, other than those previously considered and addressed in the Parkside Specific Plan Final EIR. No changes or additions to the previous environmental document are necessary, nor is there a need for any additional mitigation measures. Applicable mitigation measures included in the Parkside Specific Plan Final EIR will continue to apply to the Project.

c. Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

Discussion of Effects: The Parkside Specific Plan Final EIR analysis concluded that there would be sufficient capacity in the City and Inland Empire Utility Agency's (IEUA) sewage system,

including Regional Plant No. 5 (RP-5) to handle the wastewater flows discharging from the Project, and impacts would be less than significant. Additionally, the TOP Final SEIR also identified that sufficient capacity would be available in the City and IEUA sewage system.

The Specific Plan area, including the Project site, is served by the City of Ontario sewer system, which has wastewater treated by the IEUA at RP-5. RP-5 is located in the City of Chino at 6063 Kimball Avenue, and serves the cities of Chino, Chino Hills, and Ontario. RP-5 has a current capacity of 16.3 million gallons per day (mgd), which will increase to 22.5 mgd with its planned expansion project that is currently under construction (IEUA, 2023). According to IEUA's 2020 UWMP, RP-5 treats 8.4 MGD and has an excess capacity of 7.9 MGD. The proposed Project includes a Specific Plan Amendment that would increase the allowed number of units in the Specific Plan area (an increase of 904 units); however, as discussed above the overall water demand would be reduced. Therefore, because the amount of wastewater generated is based on water consumption, wastewater generation from the proposed Project would also be reduced compared to the previously approved uses analyzed in the Parkside Specific Plan Final EIR and assumed in IEUA's 2020 UWMP. The proposed Project would not exceed the capacity of RP-5 and this impact would be less than significant.

Mitigation: None required. The proposed Project would not result in any new, substantially more severe, or substantially different impacts, other than those previously considered and addressed in the Parkside Specific Plan Final EIR. No changes or additions to the previous environmental document are necessary, nor is there a need for any additional mitigation measures.

d. Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?

Discussion of Effects: The Parkside Specific Plan Final EIR analysis concluded that Project-related solid waste generation from construction activities and operation would result in a less than significant impact. However, cumulative solid waste generation was determined to be significant and unavoidable. Policies identified in the GPA for the NMC would reduce the solid waste generation to the maximum extent feasible, and no additional feasible mitigation measures to reduce impacts were identified.

Since the certification of the Parkside Specific Plan Final EIR, the El Sobrante Landfill has increased its maximum permitted capacity from 6,000 tons per day (tpd) to 16,054 tpd (as of 2023) and the Badlands Landfill, which has a maximum permitted capacity of 5,000 tpd (as of 2023), also receives solid waste from the City. The proposed Project includes a Specific Plan Amendment that would increase the allowed number of units in the Specific Plan area (an increase of 904 units); however, the proposed allowed number of units in the Specific Plan area would include 1,007 fewer units than what is anticipated in the TOP and evaluated in the TOP Final SEIR for the Specific Plan area. There would be no change in the type of land use allowed in the Specific Plan area (residential, commercial and park) or the sources of solid waste generation. The TOP Final SEIR concluded that build out of the TOP Policy Plan, which includes the proposed increase in units in the Specific Plan area, would result in less than significant impacts related to landfill capacity. Further, considering the proposed Project's future residents' participation in the source reduction and household hazardous waste programs offered by the City, and which are more stringent then when the Parkside Specific Plan Final EIR was prepared, the solid waste stream generated by the additional residential uses may be reduced over time. Therefore, the proposed Project would not result in the generation of solid waste in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals and this impact would be less than significant.

Mitigation: None required. The proposed Project would not result in any new, substantially more severe, or substantially different impacts, other than those previously considered and addressed in the Parkside Specific Plan Final EIR. No changes or additions to the previous environmental document are necessary, nor is there a need for any additional mitigation measures.

e. Comply with federal, state, and local statutes and regulations related to solid waste?

Discussion of Effects: The Parkside Specific Plan Final EIR analysis concluded that construction and operation of proposed uses in the Specific Plan area would comply with regulations associated with solid waste and impacts would be less than significant. As with all development in the City and

the Specific Plan area, the proposed residential, commercial and park uses that would be developed within the Project site with the proposed Specific Plan Amendment would also be required to comply with applicable regulations related to solid waste management, disposal, recycling, etc., and this impact would be less than significant.

Mitigation: None required. The proposed Project would not result in any new, substantially more severe, or substantially different impacts, other than those previously considered and addressed in the Parkside Specific Plan Final EIR. No changes or additions to the previous environmental document are necessary, nor is there a need for any additional mitigation measures.

20. WILDFIRE. If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:

a. Substantially impair an adopted emergency response plan or emergency evacuation plan?

b. Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?

c. Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?

d. Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?

Discussion of Effects: As discussed in the Hazards and Hazardous Materials section of this Addendum, the Parkside Specific Plan area is not subject to wildfires. The State Responsibility Area (SRA) is the land where the State of California is financially responsible for the prevention and suppression of wildfires. The SRA does not include lands within city boundaries or in federal ownership; therefore, the Project site is not within an SRA. According to the California Department of Forestry and Fire Protection (CalFire), the City of Ontario, including the Project site, is not located within a very high fire hazard severity zone (VHFHSZ) (CalFire, 2023). As such, no impacts related to wildfires would occur.

Mitigation: None required. The proposed Project would not result in any new, substantially more severe, or substantially different impacts, other than those previously considered and addressed in the Parkside Specific Plan Final EIR. No changes or additions to the previous environmental documents are necessary, nor is there a need for any additional mitigation measures.

21. MANDATORY FINDINGS OF SIGNIFICANCE

a. Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat or a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?

Discussion of Effects: The Project site is undeveloped, disturbed by existing and previous agricultural uses, and is entirely within the physical impact area evaluated in the Parkside Specific Plan Final EIR. As discussed in the Biological Resources, Cultural Resources, Geology and Soils, and Tribal Cultural Resources sections of this Addendum, impacts to biological resources, archaeological resources, paleontological resources, and tribal cultural resources would be less than significant with mitigation, consistent with the conclusions of the Parkside Specific Plan Final EIR.

Mitigation: None required. The proposed Project would not result in any new, substantially more severe, or substantially different impacts, other than those previously considered and addressed in the Parkside Specific Plan Final EIR. No changes or additions to the previous environmental documents are necessary, nor is there a need for any additional mitigation measures.

b. Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current project, and the effects of probable future projects.)

Discussion of Effects: The potentially significant and unavoidable cumulative impacts identified in the Parkside Specific Plan Final EIR include agricultural impacts (loss of Farmland), air quality impacts, surface water quality (due to impaired receiving waters),operational traffic-related noise impacts, operational traffic (level of service), and utility and service systems (solid waste) impacts. Substantial changes are not proposed with the Project and the proposed Project would not require revisions to the Parkside Specific Plan Final EIR. The Parkside Specific Plan Final EIR evaluated the impacts associated with the development of up to 1,947 single- and multi-family residential units; approximately 11.8 acres of commercial/retail (115,000 sf); approximately 52 acres of parks (includes what is now referred to as the Great Park); the Cucamonga Creek Channel (approximately 13 acres); and recreation trails within 26 PAs. Further, the TOP 2050 Policy Plan anticipates up to 3,858 units within the Specific Plan area, which was evaluated in the TOP Final SEIR. The proposed Project includes a Specific Plan Amendment that would primarily increase the total area to be developed with residential uses and the total number of residential units, and reduce the amount of commercial and park area, consistent with TOP 2050. Additionally, the proposed Specific Plan Amendment clarifies the housing typologies to facilitate implementation of the Residential Design Guidelines and allows for additional housing typologies to be developed in certain PAs. Minor changes to the text, graphics and tables in the Parkside Specific Plan associated with these changes are also proposed. There would be no change in the type of land use allowed (residential, commercial, and park), and the Project site is entirely within the physical impact area evaluated in the Parkside Specific Plan Final EIR and TOP Final SEIR. Additionally, there would be 1,007 fewer units than anticipated in TOP 2050 for the Specific Plan area and evaluated in the TOP Final SEIR. As evaluated throughout this Addendum, the Project would not result in any new, substantially more severe, or substantially different impacts than previously evaluated in the Parkside Specific Plan Final EIR and TOP Final SEIR. Therefore, the Project's contribution to significant cumulative impacts would also be the same.

Mitigation: None required. The proposed Project would not result in any new, substantially more severe, or substantially different impacts, other than those previously considered and addressed in the Parkside Specific Plan Final EIR and TOP Final SEIR. No changes or additions to the previous environmental documents are necessary, nor is there a need for any additional mitigation measures.

c. Does the project have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly?

Discussion of Effects: Substantial changes are not proposed with the proposed Project and the proposed Project would not require revisions to the Parkside Specific Plan Final EIR. The Parkside Specific Plan Final EIR evaluated the impacts associated with the development of up to 1,947 single- and multi-family residential units; approximately 11.8 acres of commercial/retail (115,000 sf); approximately 52 acres of parks (includes what is now referred to as the Great Park); the Cucamonga Creek Channel (approximately 13 acres); and recreation trails within 26 PAs. As previously identified, the proposed Project includes a Specific Plan Amendment that would primarily increase the total area to be developed with residential uses and the total number of residential units, and reduce the amount of commercial and park area, consistent with TOP 2050. Additionally, the proposed Specific Plan Amendment clarifies the housing typologies to facilitate implementation of the Residential Design Guidelines and allows for additional housing typologies to be developed in certain PAs. Minor changes to the text, graphics and tables in the Parkside Specific Plan associated with these changes are also proposed. There would be no change in the type of land use allowed (residential, commercial, and park), and the Project site is entirely within the physical impact area evaluated in the Parkside Specific Plan Final EIR and TOP Final SEIR. Additionally, there would be 1,007 fewer units than anticipated in TOP 2050 for the Specific Plan area and evaluated in the TOP Final SEIR. Therefore, the proposed Project would not result in any adverse effects to human beings directly or indirectly that were not considered in the Parkside Specific Plan Final EIR and TOP Final SEIR.

Mitigation: None required. The proposed Project would not result in any new, substantially more severe, or substantially different impacts, other than those previously considered and addressed in the Parkside Specific Plan Final EIR and TOP Final SEIR. No changes or additions to the previous environmental documents are necessary, nor is there a need for any additional mitigation measures.

EARLIER ANALYSIS

(Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, one or more effects have been adequately analyzed in an earlier EIR or Negative Declaration. Section 15063(c)(3)(D)):

1) **Earlier analyzes used.** Identify earlier analyzes used and state where they are available for review.

   a) The Ontario Plan 2050 Final SEIR

   b) The Ontario Plan 2050

   c) The Parkside Specific Plan Final EIR

   d) The Parkside Specific Plan Final EIR Mitigation Monitoring and Reporting Program

   e) The Parkside Specific Plan

   All documents listed above are on file with the City of Ontario Planning Department, 303 East "B" Street, Ontario, California 91764, (909) 395-2036. Other references used to prepare this Addendum are listed below.

2) **Impacts adequately addressed.** Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards.

   Most of the checklist items were analyzed in the Parkside Specific Plan Final EIR. The Parkside Specific Plan Final EIR evaluated the impacts associated with the development of 1,947 single- and multi-family residential units; approximately 11.8 acres of commercial/retail (115,000 sf); approximately 52 acres of parks (includes what is now referred to as the Great Park); the Cucamonga Creek Channel (approximately 13 acres); and recreation trails within 26 PAs. Further, the TOP 2050 Policy Plan anticipates up to 3,858 units within the Specific Plan area, which was evaluated in the TOP Final SEIR. The proposed Project includes a Specific Plan Amendment that would primarily increase the total area to be developed with residential uses and the total number of residential units, and reduce the amount of commercial and park area, consistent with TOP 2050. Additionally, the proposed Specific Plan Amendment clarifies the housing typologies to facilitate implementation of the Residential Design Guidelines and allows for additional housing typologies to be developed in certain PAs. Minor changes to the text, graphics and tables in the Parkside Specific Plan associated with these changes are also proposed. There would be no change in the type of land use allowed (residential, commercial, and park), and the Project site is entirely within the physical impact area evaluated in the Parkside Specific Plan Final EIR and TOP Final SEIR. Additionally, there would be 1,007 fewer units than anticipated in TOP 2050 for the Specific Plan area and evaluated in the TOP Final SEIR. Additionally, the City's infrastructure systems would have sufficient capacity to serve the proposed Specific Plan Amendment. Therefore, the proposed Project would not introduce any impacts beyond those previously analyzed in the Parkside Specific Plan Final EIR or TOP Final SEIR.

MITIGATION MEASURES *(For effects that are "Less than Significant with Mitigation Incorporated," describe the mitigation measures, which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project)*:

As the proposed Project does not have any adverse environmental impacts beyond those identified in the previous environmental document, no mitigation beyond that previously imposed is required. The Parkside Specific Plan Final EIR mitigation measures applicable to the proposed Project are listed below. Mitigation measures that have been completed or that otherwise not applicable to the proposed Project are also listed, with the current status identified.

Agricultural Resources

MM Ag-1: In order to minimize conflicts between urban and agricultural land uses, each Specific Plan developed for properties within the NMC must comply with the Agricultural Overlay District requirements for urban development in proximity to existing agricultural operations. The proposed project shall establish a minimum 100-foot separation between active agricultural operations and new, nonagricultural development, or an equivalent easement that is approved by the City of Ontario.

MM Ag-2: In order to minimize conflicts between urban and agricultural land uses, all residential units in the Parkside Specific Plan shall be provided with a deed disclosure, or similar notice, approved by the City Attorney regarding the proximity and nature, including odors, of neighboring agricultural uses.

Air Quality

MM Air-1: During construction, mobile construction equipment will be properly maintained at an offsite location, which includes proper tuning and timing of engines. Equipment maintenance records and equipment design specification data sheets shall be kept on-site during construction.

MM Air-2: During construction of the proposed improvements, all contractors will be advised not to idle construction equipment on site for more than ten minutes.

MM Air-3: Configure construction parking to minimize traffic interference.

MM Air-4: Local transit agencies shall be contacted to determine bus routing in the project area that can accommodate bus stops at the project access points and the project shall provide bus passenger benches and shelters at these project access points.

Biological Resources

MM Bio-1: There may be a probability of owl colonization within the project site considering the presence of foraging habitat and previous records of presence. To ensure that no direct loss of individuals occurs, mitigation shall be completed prior to initiation of on-site grading activities for each development phase. A pre-construction survey for resident burrowing owls will be conducted by a qualified biologist. The survey will be conducted 30 days prior to construction activities. If ground disturbing activities are delayed or suspended for more than 30 days after the preconstruction survey, the site should be resurveyed for owls.

If owls are determined to be present within the construction footprint, they will be captured and relocated. If nonbreeding owls must be moved away from the disturbance area, passive relocation techniques will be used. The pre-construction survey and any relocation activity will be conducted in accordance with the CDFG Report on Burrowing Owl Mitigation, 1995. According to CDFG guidelines, mitigation actions will be conducted from September 1 to January 31, which is prior to the nesting season. However, burrowing owl nesting activity is variable, and as such the time frame will be adjusted accordingly. Should eggs or fledglings be discovered in any owl burrow, the burrow cannot be disturbed (pursuant to CDFG guidelines) until the young have hatched and fledged (matured to a stage that they can leave the nest on their own).

Occupied burrows will not be disturbed during the nesting season (February 1 through August 31) unless a qualified biologist approved by the Department of Fish and Game verifies through non-invasive methods that either: a) the adult birds have not begun egg-laying and incubation; or b) the juveniles from the occupied burrows are foraging independently and are capable of independent survival. If a biologist is unable to verify one of the above conditions, then no disturbance shall occur within 300 feet of the burrowing owl nest during the breeding season to avoid abandonment of the young.

Passive relocation can be used to exclude owls from their burrows (outside the breeding season or once the young are able to leave the nest and fly) by installing one-way doors in burrow entrances. These one-way doors allow the owl to exit the burrow, but not enter it. These doors should be left in

place 48 hours to ensure owls have left the burrow. Artificial burrows should be provided nearby. The project area should be monitored daily for one week to confirm owl use of burrows before excavating burrows in the impact area. Burrows should be excavated using hand tools and refilled to prevent reoccupation. Sections of flexible pipe should be inserted into the tunnels during excavation to maintain an escape route for any animals inside the burrow.

MM Bio-2: The project proponent shall be required to pay City of Ontario open space mitigation fees. Fees collected will be used "to acquire and restore mitigation lands to offset impacts to species now living in the New Model Colony and impacts to existing open space," according to the City of Ontario Development Impacts Fee Calculation Report and the Settlement and general Release Agreement. Development is currently required to pay $4,320 per acre. Therefore, the proposed project will pay approximately $2,298,240 for open space acquisition based upon the current fee.

MM Bio-3: While project impacts to individual raptor species were considered to be not significant, the following mitigation measure will also be incorporated in order to eliminate or reduce any potential impacts to raptors and/or migratory birds. Construction and/or removal of windrow trees will occur outside of the nesting season (February 1 through August 31). If tree removal activities must occur during the breeding season, the mitigation measure in MM Bio 4 shall be implemented.

MM Bio-4: If project construction activities involving heavy equipment and/or windrow tree removal are to occur during the nesting/breeding season (between February 1st and August 31st) of potentially occurring sensitive bird species, a pre-construction field survey shall be conducted by a qualified biologist to determine if active nests of species protected by MBTA or CDFG are present in the construction zone or within a buffer of 500 feet. Preconstruction nesting/breeding surveys shall be conducted in all CDFG jurisdictional areas and within windrow trees. If no active nests are found during the survey, construction activities may proceed.

If active nests are located during the preconstruction surveys, no grading, heavy equipment, or tree removal activities shall take place within at least 500 feet of an active listed species or raptor nest, 300 feet of other sensitive bird nests (non-listed), and 100 feet of most common songbird nests.

Cultural Resources

MM Cultural-1: Should any cultural and/or archaeological resources be accidentally discovered during construction, construction activities shall be moved to other parts of the project site and a qualified archaeologist shall be contacted to determine the significance of these resources. If the find is determined to be an historical or unique archaeological resource, as defined in Section 15064.5 of the CEQA Guidelines, avoidance or other appropriate measures shall be implemented.

MM Cultural-2: If human remains are uncovered at any time, all activities in the area of the find shall be halted by the developer or its contractor and the County Coroner shall be notified immediately pursuant to CA Health & Safety Code Section 7050.5 and CA PRC Section 5097.98. If the Coroner determines that the remains are of Native American origin, the Coroner shall proceed as directed in Section 15064.5(e) of the CEQA Guidelines.

MM Cultural-3: Prior to the issuance of grading permits, a qualified paleontologist shall be retained to prepare a Paleontological Resources Survey of the project site, for approval by the City, to determine the site-specific potential of finding paleontological resources within the project site. If the approved Paleontological Resources Survey determines that it is unlikely that paleontological resources will be uncovered by earth-moving activities, grading and construction activities may proceed, subject to compliance with all other mitigation measures. However, if the approved Paleontological Resources Survey determines that it is likely that paleontological resources will be uncovered during earth-moving activities, a qualified paleontologist shall be retained to develop a Paleontological Resources Monitoring and Treatment Plan (PRMTP) for approval by the City. Following City approval of the PRMTP, grading and construction activities may proceed in compliance with the provisions of the approved PRMTP. The PRMTP shall include the following measures:

a. Identification of those locations within the project site where paleontological resources are likely to be uncovered during grading.

b. A monitoring program specifying the procedures for the monitoring of grading activities by a qualified paleontologist or qualified designee.

c. If fossil remains large enough to be seen are uncovered by earth-moving activities, a qualified paleontologist or qualified designee shall temporarily divert earth-moving activities around the fossil site until the remains have been evaluated for significance and, if appropriate, have been recovered; and the paleontologist or qualified designee allows earth-moving activities to proceed through the site. If potentially significant resources are encountered, a letter of notification shall be provided in a timely manner to the City, in addition to the report (described below) that is filed at completion of grading.

d. If a qualified paleontologist or qualified designee is not present when fossil remains are uncovered by earth-moving activities, these activities shall be stopped and a qualified paleontologist or qualified designee shall be called to the site immediately to evaluate the significance of the fossil remains.

e. At a qualified paleontologist or qualified designee's discretion and to reduce any construction delay, a construction worker shall assist in removing fossiliferous rock samples to an adjacent location for temporary stockpiling pending eventual transport to a laboratory facility for processing.

f. A qualified paleontologist or qualified designee shall collect all significant identifiable fossil remains. All fossil sites shall be plotted on a topographic map of the project site.

g. If the qualified paleontologist or qualified designee determines that insufficient fossil remains have been found after fifty percent of earthmoving activities have been completed, monitoring can be reduced or discontinued.

h. Any significant fossil remains recovered in the field as a result of monitoring or by processing rock samples shall be prepared, identified, catalogued, curated, and accessioned into the fossil collections of the San Bernardino County Museum, or another museum repository complying with the Society of Vertebrate Paleontology standard guidelines. Accompanying specimen and site data, notes, maps, and photographs also shall be archived at the repository.

i. Within 6 months following completion of the above tasks, a qualified paleontologist or qualified designee shall prepare a final report summarizing the results of the mitigation program and presenting an inventory and describing the scientific significance of any fossil remains accessioned into the museum repository. The report shall be submitted to the City Planning Department and the museum repository. The report shall comply with the Society of Vertebrate Paleontology standard guidelines for assessing and mitigating impacts on paleontological resources.

Geology and Soils

MM Geo-1: To reduce impacts associated with erosion due to high winds, prior to construction, all tentative tracts and other construction activities will apply for and adhere to the permit given by the City of Ontario and enforced by the Building Official found in Title 6, Chapter 12, sections 6-12.01 –6-12.07. The permit lasts for one (1) year, therefore, all construction lasting for a period of more than one calendar year from the date of issue will reapply for the permit and pay appropriate annual fees. At a minimum, the permit prohibits the disturbance of the surface or subsurface of more than one (1) acre of land without meeting permit requirements which can include such things as the application of soil stabilizers and limitations on grading activities during wind events.

MM Geo-2: To properly assess and address the suitability of on-site soils to be used as fill, a geotechnical evaluation shall be performed by a qualified professional prior to the approval of the Tentative Tract map or site plan for a given phase of development. This evaluation will include an analysis of the organic matter content of soils on the site. If the organic matter content of the soils is greater than 2 percent when mixed with subsurface soils and/or imported fill, then manure will be removed from the site prior to grading operations.

MM Geo-3: Site materials should be continuously tested and excavated to a minimum of 4 feet where soils generally become denser. Actual removal depths will be determined during grading when subsurface conditions are exposed. Input of crop residues and application of organic fertilizers at this site could have resulted in high soil organic matter contents. The mitigation proposed in Section III-6, Hazards/Hazardous Materials, will also mitigate for the management of organic matter in the soil.

Hazardous Materials

MM Haz-1: During development of the Specific Plan, if soils are found to be contaminated with petroleum products or other hazardous materials, they will be excavated and properly disposed of. After removal of contaminated soils, confirmation samples will be collected from the excavation to confirm adequate removal of petroleum-impacted soils.

MM Haz-2: All septic tanks encountered on the project site will be properly removed and disposed of, per City and State procedures, prior to site development. All water wells on the project site which are proposed to be abandoned will be properly destroyed prior to site development in accordance with City requirements. These activities will be subject to the City of Ontario Building Safety requirements.

MM Haz-3: If, while performing any excavation as part of project construction, material that is believed to be hazardous waste is discovered, as defined in Section 25117 of the California Health & Safety Code, the developer shall contact the City of Ontario Fire Department and the County of San Bernardino Fire Department Hazardous Materials Division. Excavation shall be stopped until the material has been tested and the presence of hazardous waste has been confirmed. If no hazardous waste is present, excavation may continue. If hazardous waste is determined to be present, the California Department of Toxic Substances Control shall be contacted and the material shall be removed and disposed of pursuant to applicable provisions of California law.

MM Haz 4: Prior to demolition of all onsite buildings and remaining foundations that were built before 1978 shall be evaluated for the presence of asbestos, mercury and lead-based paint and those materials shall be removed according to the applicable regulations and guidelines established by the South Coast Management District, Department of Toxic Substances Control, and the United States Environmental Protection Agency. As per HM-2 in the GPA for the NMC Final EIR, page 5.10-6, the developer shall submit documentation to the City Building Department that asbestos, mercury and lead-based paint are not present on their site, ort that the above removal process has occurred.

Note: onsite buildings and foundations have been removed; therefore, MM Haz 4 is complete.

MM Haz-5: To properly assess and address the suitability of on-site soils to be used as fill, a geotechnical evaluation shall be performed by a qualified professional prior to the approval of the Tentative Tract map or site plan for a given phase of development. Fill material imported from other areas shall be tested prior to placement on-site to assess that it is suitable to be used as fill, including testing for unsafe levels of hazardous materials. This evaluation, on both on- and off-site soils, will include an analysis of the organic matter content of the soils. If the organic matter content of the soils is greater than 2 percent when mixed with subsurface soils and/or imported fill, then manure will be removed from the site prior to grading operations.

MM Haz-6: To reduce the risk of ground cracking, manure shall be removed from the site, such that the organic matter content of on-site soils shall not exceed 2 percent (a 2 percent total organic content is allowed, of which no more than 1 percent can be manure) in the building foundation areas when mixed with underlying clean soils and imported fill.

MM Haz-7: To mitigate for any potential impacts related to proximity to the Chino Airport, all development within the Specific Plan will comply with the building height constraints identified in the GPA for the NMC (1998).

MM Haz-8: To disclose to the buyer or lessee of subdivided lands within the Parkside Specific Plan project of the proximity of this site to the Chino Airport as required by AB 2776, the City shall disclose, and ensure that the developer makes such disclosures, as required by law to all future buyers.

Hydrology and Water Quality

MM Hydro-1: In order to ensure that construction activities associated with the Parkside Specific Plan will not cause a violation of any water quality standard or waste discharge requirements and to assure no substantial degradation of water quality occurs, and to implement the intent of mitigation measures included in the Final EIR for the GPA for the NMC, developments within the project area shall comply with all applicable provisions of the state's General Permit for Construction Activities (Order No. 99-08-DWQ, or most recent version) during all phases of construction. A copy of evidence of the receipt of a Waste Discharge Identification Number from the State Regional Water Quality Control Board shall be filed with the City Engineer along with a copy of the Storm Water Pollution Prevention Plan (SWPPP) maps and BMPs. The City Engineer shall review and approve the provisions of the SWPPP prior to implementation of any SWPPP provision or starting any construction activity.

MM Hydro-2: In order to ensure that development within the Specific Plan will not cause or contribute to violations of any water quality standard or waste discharge requirements, and to assure no substantial degradation of water quality occurs, the project will complete a Water Quality Management Plan (WQMP) pursuant to the MS4 permit (Order No. 2002-0012) adopted by the City of Ontario. The project shall incorporate Site Design BMPs and Source Control BMPs, and potentially Treatment Control BMPs. The following tables (Table III-7-F and G) provide guidelines and BMPs that shall be incorporated as appropriate into project design (on construction drawings) and/or project specifications and implemented in the field to reduce the expected pollutants from various types of development. Table III-7-G correlates each BMP to the pollutants of concern which it removes/reduces and/or meets the design objectives for the BMP.

MM Hydro-3: To assure that development within the Specific Plan will not cause a violation of any water quality standard or waste discharge requirements, including San Bernardino County's MS4 permit issued by the SARWQCB, and to assure that no substantial degradation to water quality occurs after construction, any loading docks present within the academic or retail areas designated in the Specific Plan will be designed with devices to trap oil and grease, such that these pollutants are not discharged from the site in storm water or non-storm water discharges.

MM Hydro-4: In order to reduce the risk of flooding and to implement mitigation measures included in the GPA for the NMC Final EIR, prior to issuance of grading permits, the City of Ontario shall coordinate with the San Bernardino County Flood Control District to ensure that the project meets County flood control requirements.

MM Hydro-5: In order to conserve water and to mitigate for any potential unforeseen adverse impacts to a reduction in ground water recharge, the following measure has been recommended by the Chino Basin Water Conservation District. Landscaping within individual development projects and the 52-acre Great Park will retain and percolate both applied irrigation water and storm water in vegetated areas of parking lots and other areas, where appropriate; "depressed" planted areas bordered by shrubbery screens will be implemented rather than "mounded" grass and shrubbery planted screens. Neighborhood Edges and parks will be irrigated via reclaimed water.

MM Hydro-6: In order to reduce pollutants in post construction run-off and to implement mitigation measures included in the Final Environmental Impact Report for the NMC, the individual project owners and operators (e.g., homeowner associations, retail center owners, school district, parks department, etc.) shall ensure that all pest control, herbicide, insecticide and other similar substances used as part

of maintenance of project features are handled, stored, applied and disposed of by those conducting facility maintenance in a manner consistent with all applicable federal, state and local regulations. The city Engineer shall monitor and enforce this provision.

MM Hydro-7: To mitigate possible temporary run-off from undeveloped properties located north (up-gradient) of the project site, drainage from properties north of the project site shall be conveyed to appropriate drainage facilities, as approved by the City Engineer.

Noise

MM Noi-1: The construction activities of the proposed project shall comply with the City of Ontario noise ordinance that prohibits construction activities on Sundays, federal holidays, and other days between the hours of 7:00 p.m. and 7:00 a.m.

MM Noi-2: Construction staging areas shall not be located within 150 feet of existing sensitive receptors and construction equipment shall be fitted with properly operating and maintained mufflers.

MM Noi-3: A sound wall at least 7 feet high (relative to pad elevation) shall be constructed along the project site boundary for all perimeter lots adjacent to Archibald Avenue. If any residential structures are two-stories high, then windows facing Archibald Avenue would need to have upgraded sound rated glazing products and the rooms would need to have supplemental ventilation. A final acoustical report shall be submitted to address wall heights based on final grading plans. The report shall be reviewed and approved by the Planning Department prior to issuance of building permits.

MM Noi-4: A sound wall at least 6 feet high (relative to pad elevation) shall be constructed along the project site boundary for all perimeter lots adjacent to Edison Avenue**/Ontario Rancho Road**. If any residential structures are two-stories high, then windows facing Edison Avenue**/Ontario Ranch Road** would need to have upgraded sound rated glazing products and the rooms would need to have supplemental ventilation. A final acoustical report shall be submitted to address wall heights based on final grading plans. The report shall be reviewed and approved by the Planning Department prior to issuance of building permits.

Note: Edison Avenue is now Ontario Ranch Road adjacent to the Project site.

MM Noi-5: A sound wall at least 7 feet high (relative to pad elevation) shall be constructed along the project site boundary for all perimeter lots adjacent to Eucalyptus Avenue. If any residential structures are two-stories high, then windows facing Eucalyptus Avenue would need to have upgraded sound rated glazing products and the rooms would need to have supplemental ventilation. A final acoustical report shall be submitted to address wall heights based on final grading plans. The report shall be reviewed and approved by the Planning Department prior to issuance of building permits.

MM Noi-6: Architectural plans shall be submitted to the City of Ontario for an acoustical plan check prior to the issuance of building permits to assure the proper window and/or doors are upgraded for sound reduction and proper ventilation systems are incorporated in order to meet the interior noise level requirement.

Public Services

MM Serv–1: To reduce fire hazards, wood-shingled and shake-shingled roofs are prohibited.

MM Serv-2: To reduce fire hazards, fire hydrant locations and water main sizes shall meet standards established by the City Fire Department and reviewed and implemented by the Engineering Department.

MM Serv–3: To reduce fire hazards when water is provided to the site, adequate fire flow pressure shall be provided for residential areas and non-residential projects in accordance with currently adopted standards (2001 California Fire Code Appendix III-A).

MM Serv–4: To reduce fire hazards, adequate water supply shall be provided by the Fire Department prior to the framing stages of construction.

MM Serv–5: To reduce fire hazards, houses located on cul-de-sacs longer than 300 feet shall be constructed with residential fire sprinklers.

MM Serv-6: To reduce fire hazards, access roadways designed in accordance with Fire Department standards to within 150' of all structures, shall be provided prior to the framing stages of construction. This access is to be maintained in an unobstructed manner throughout construction.

MM Serv 7: A fire station located within the Specific Plan must be operational prior to the issuance of any certificates of occupancy in the Specific Plan.

Note: the required fire station has been constructed.

MM Serv-8: The developer shall pay library, police, and fire service development impact fees.

MM Serv-9: The developer shall pay school fees or otherwise meet project obligations to schools, as required by Mountain View Unified and Chaffey Joint Union High School Districts.

MM Serv-10: The portions of the Great Park (PA **21**~~22~~) located east of Cucamonga Creek shall be constructed no later than the issuance of the Certificate of Occupancy for the last housing unit in PAs 1 - 4 and PAs 17 - 19. The portion of the Great Park located west of Cucamonga Creek in PA ~~22~~ **21** east of Hellman Avenue shall be constructed no later than the issuance of the Certificate of Occupancy for the last housing unit in PA**s 5-10**~~6 and PA 16~~. The remainder of PA 2**1**~~2~~ located west of Hellman Avenue shall be constructed no later than the issuance of the Certificate of Occupancy for the last housing unit in PAs ~~7 – 10 and~~ 11 – **16**~~14~~.

Note: MM Serve-10 has been revised to reflect current PA numbers.

Transportation

As identified in the Transportation section of this Addendum, pursuant to SB 743, VMT has replaced the automobile delay-based level of service (LOS) for the purposes of determining a significant transportation impact under CEQA. Even though the analysis of LOS impacts is no longer required for CEQA analysis, the Parkside Specific Plan Final EIR included an evaluation of potential intersection impacts based on LOS standards and identified mitigation measures for these impacts. Below is a list of transportation-related mitigation measures included in the Parkside Specific Plan Final EIR. Intersection improvement requirements are listed in this Addendum for informational purposes. An "*" identifies the improvements that are identified in the Parkside Specific Plan Final EIR as requiring the Applicant to pay their proportionate share (prior to building permit issuance) or install (prior to occupancy of any structure). The City requires preparation of a current traffic study to identify intersection deficiencies resulting from proposed development and to ensure that necessary roadway improvements are implemented. As identified in the Parkside Specific Plan Final EIR, the determination of whether the payment of proportionate share or installation of the improvements is required shall be made by the City Engineer at the time of Tentative Tract Map approval and will be based on the current traffic study. The method for determining proportionate share is identified in the Traffic Impact Analysis.

MM Trans-1*: Modify the intersection of Archibald Avenue/Edison Avenue to include the following geometrics:

Northbound: Two left-turn lanes. Four through lanes. One right-turn lane.
Southbound: Two left-turn lanes. Four through lanes. One right-turn lane.
Eastbound: Two left-turn lanes. Three through lanes. Two right-turn lanes.
Westbound: Two left-turn lanes. Three through lanes. One right-turn lane.

MM Trans-2*: Modify the intersection of future Carpenter Street/Edison Avenue to include the following geometrics:

Northbound: One shared left-turn, through and right-turn lane.
Southbound: N/A
Eastbound: Two through lanes. One shared through and right-turn lane.
Westbound: One left-turn lane. Three through lanes.
Intersection: Control: Install Signal.

MM Trans-3*: Modify the intersection of future Carpenter Street/Merrill/Avenue to include the following geometrics:

Northbound: N/A
Southbound: One shared left-turn, through and right-turn lane.
Eastbound: One shared left-turn and through lane. One through lane.
Westbound: One through lane. One shared through and right-turn lane.
Intersection: Control: TWSC.

MM Trans-4: Construction of full width of internal roadways and part width of the following roadways shall comply with City of Ontario Standards:

- Construct partial width improvements on the westerly side of Archibald Avenue at its ultimate cross-section as a divided arterial parkway 1A with bikeway (165' right-of-way) adjacent to project boundary line. ***Note: this improvement has been completed by others***.
- Construct partial width improvements on the southerly side of Edison Avenue at its ultimate cross-section as divided arterial parkway 1A (160' right-of-way) adjacent to project boundary line.
- Construct partial width improvements on the northerly side of Merrill Avenue at its ultimate cross-section as a standard arterial (108' right-of-way) adjacent to project boundary line.

MM Trans-4a: Intersection, median opening, and traffic signal spacing shall be in accordance with the City of Ontario New Model Colony Access Guidelines.

MM Trans-5: Sight distance at the project entrance roadways should be reviewed with respect to standard City of Ontario sight distance standards at the time of preparation of final grading, landscape and street improvement plans.

MM Trans-6: Signing/striping should be implemented in conjunction with detailed construction plans for the project site.

MM Trans-7: The City should work with Omnitrans to develop additional routes and service for both local and regional service to the project area.

MM Trans-8: The City should establish a Transportation System Management (TSM) Program with the goal of reducing vehicle trips to and from land uses within the City, and particularly focusing on the reduction of drive-alone vehicle use in work commuting. The program should set the overall policy and goals for trip reduction measures within the City, and require new developments to implement programs and measures to ensure compliance with those goals, such as preferential parking for carpools and vanpools, flex-time work hours, compressed work week, and distribute on of information about ridesharing and transit services.

MM Trans-9: The project will participate in the cost of off-site improvements through fair-share payment of the Development Impact fee as established by the City of Ontario. These fees should be collected and utilized as needed by the City to construct the improvements necessary to maintain the required level of service.

MM Trans-10*: Modify the intersection of Euclid Avenue/Riverside Drive to include the following geometrics:

Northbound: Two left-turn lanes. Four through lanes. One shared right-turn/ through lane.
Southbound: One left-turn lane. Four through lanes. One right-turn lane.
Eastbound: Two left-turn lanes. Three through lanes. One right-turn lane.
Westbound: One left-turn lane. Three through lanes. One shared right-turn/through lane.

MM Trans-11*: Modify the intersection of Euclid Avenue/Chino Avenue to include the following geometrics:

Northbound: Two left-turn lanes. Four through lanes. One share right-turn/through lane.
Southbound: One left-turn lane. Four through lanes. One right-turn lane.
Eastbound: Two left-turn lanes. Three through lanes. One right-turn lane.
Westbound: Two left-turn lanes. One through lane. One right-turn lane.

MM Trans-12*: Modify the intersection of Euclid Avenue/ Schaefer Avenue to include the following geometrics:

Northbound: Two left-turn lanes. Four through lanes. One right-turn lane.
Southbound: One left-turn lane. Four through lanes. One shared right-turn/ through lane.
Eastbound: One left-turn lane. Two through lanes. One right-turn lane.
Westbound: One left-turn lane. Two through lanes. One shared right-turn/through lane.

MM Trans-13*: Modify the intersection of Euclid Avenue/Edison Avenue to include the following geometrics:

Northbound: Two left-turn lanes. Four through lanes. One right-turn lane.
Southbound: Two left-turn lanes. Four through lanes. One right-turn lane.
Eastbound: One left-turn lane. Three through lanes. Two right-turn lanes.
Westbound: Two left-turn lanes. Three through lanes. One right-turn lane.

MM Trans-14*: Modify the intersection of Euclid Avenue/Merrill Avenue to include the following geometrics:

Northbound: One left-turn lane. Four through lanes. Two right-turn lanes.
Southbound: Two left-turn lanes. Four through lanes.
Eastbound: N/A
Westbound: Two left-turn lanes. One right-turn lane.

MM Trans-15*: Modify the intersection of Grove Avenue/ Riverside Drive to include the following geometrics:

Northbound: One left-turn lane. Three through lanes. One shared right-turn/through lane.
Southbound: One left-turn lane. Three through lanes. One right-turn lane.
Eastbound: One left-turn lane. Two through lanes. One shared right-turn/ through lane.
Westbound: One left-turn lane. Two through lanes. One right-turn lane.

MM Trans-16*: Add traffic signal and modify the intersection of Grove Avenue/ Chino Avenue to include the following geometrics:

Northbound: One left-turn lane. Three through lanes. One right-turn lane.
Southbound: One left-turn lane. Three through lanes. One right-turn lane.
Eastbound: One left-turn lane. Two through lanes. One right-turn lane.
Westbound: One left-turn lane. Two through lanes. One shared right-turn/ through lane.

MM Trans-17*: Add traffic signal and modify the intersection of Grove Avenue/Edison Avenue to include the following geometrics:

Northbound: Two left-turn lanes. Two through lanes. One right-turn lane.
Southbound: Two left-turn lanes. Three through lanes. One right-turn lane.
Eastbound: Two left-turn lanes. Two through lanes. One right-turn lane.
Westbound: Two left-turn lanes. Two through lanes. One right-turn lane.

MM Trans-18*: Add traffic signal and modify the intersection of Grove Avenue/ Merrill Avenue to include the following geometrics:

Northbound: N/A
Southbound: One shared left-turn and right-turn lane. One right-turn lane.
Eastbound: One left-turn lane. Two through lanes.
Westbound: Two through lanes. One shared right-turn/through lane.

MM Trans-19*: Modify the intersection of Vineyard Avenue/Riverside Drive to include the following geometrics:

Northbound: Two left-turn lanes. Three through lanes. One right-turn lane.
Southbound: Two left-turn lanes. Three through lanes. One right-turn lane.
Eastbound: One left-turn lane. Two through lanes. One right-turn lane.
Westbound: One left-turn lane. Two through lanes. One right-turn lane.

MM Trans-20*: Modify the intersection of Archibald Avenue/SR-60 WB Ramps to include the following geometrics:

Northbound: One left-turn lane. Three through lanes.
Southbound: Three through lanes. One right-turn lane.
Eastbound: N/A
Westbound: One left-turn lane. One right-turn lane.

MM Trans-21*: Modify the intersection of Archibald Avenue/SR-60 EB Ramps to include the following geometrics:

Northbound: Three through lanes. One right-turn lane.
Southbound: One left-turn lane. Three through lanes.
Eastbound: One left-turn lane. One right-turn lane.
Westbound: N/A

MM Trans-22*: Modify the intersection of Archibald Avenue/Riverside Drive to include the following geometrics:

Northbound: One left-turn lane. Three through lanes. One shared right-turn/ through lane.
Southbound: One left-turn lane. Three through lanes. One right-turn lane.
Eastbound: One left-turn lane. Three through lanes. One shared right-turn/ through lane.
Westbound: One left-turn lane. Three through lanes. One shard right-turn/ through lane.

Note: the identified improvements have been completed.

MM Trans-23*: Modify the intersection of Archibald Avenue/Chino Avenue to include the following geometrics:

Northbound: One left-turn lane. Three through lanes. One right-turn lane.
Southbound: One left-turn lane. Three through lanes. One right-turn lane.
Eastbound: One left-turn lane. Three through lanes. One right-turn lane.
Westbound: Two left-turn lanes. Two through lanes. One right-turn lane.

Note: the identified improvements have been completed.

MM Trans-24*: Add traffic signal and modify the intersection of Archibald Avenue/Schaefer Avenue to include the following geometrics:

Northbound: Two left-turn lanes. Three through lanes. One shared right-turn/ through lane.
Southbound: One left-turn lane. Three through lanes. One right-turn lane.
Eastbound: Two left-turn lanes. One through lane. Two right-turn lanes.
Westbound: One left-turn lane. One through lane. One right-turn lane.

Note: the identified improvements have been completed.

MM Trans-25*: Modify the intersection of Archibald Avenue/Edison Avenue to include the following geometrics:

Northbound: Two left-turn lanes. Four through lanes. One right-turn lane.
Southbound: Two left-turn lanes. Four through lanes. One right-turn lane.
Eastbound: Two left-turn lanes. Three through lanes. Two shared right-turn/ through lanes.
Westbound: Two left-turn lanes. Three through lanes. One right-turn lane.

Note: the identified improvements have been completed.

MM Trans-26*: Add traffic signal and modify the intersection of Archibald Avenue/Merrill Avenue to include the following geometrics:

Northbound: Two left-turn lanes. Four through lanes. One right-turn lane.
Southbound: Two left-turn lanes. Four through lanes. One right-turn lane.
Eastbound: Two left-turn lanes. Three through lanes. One right-turn lane.
Westbound: Two left-turn lanes. Three through lanes. One right-turn lane.

Note: the identified improvements have been completed.

MM Trans-27*: Modify the intersection of Archibald Avenue/Cloverdale Road to include the following geometrics:

Northbound: Four through lanes. One right-turn lane.
Southbound: Two left-turn lanes. Four through lanes.
Eastbound: N/A
Westbound: Two left-turn lanes. One right-turn lane.

MM Trans-28*: Modify the intersection of Haven Avenue/Riverside Drive to include the following geometrics:

Northbound: One left-turn lane. Two through lanes. Two right-turn lanes.
Southbound: One left-turn lane. Two through lanes. One right-turn lane.
Eastbound: One left-turn lane. Three through lanes. One right-turn lane.
Westbound: One left-turn lane. Two through lanes. One right-turn lane.

MM Trans-29*: Add traffic signal and modify the intersection of Haven Avenue/Edison Avenue to include the following geometrics:

Northbound: One left-turn lane. Two through lanes. One shared right-turn/through lane.
Southbound: One left-turn lane. Two through lanes. One right-turn lane.
Eastbound: Two left-turn lanes. One through lane. One shared right-turn/through lane.
Westbound: One left-turn lane. One through lane. One right-turn lane.

Note: the identified improvements have been completed.

MM Trans-30*: Add traffic signal and modify the intersection of Hamner Avenue/ Eucalyptus Avenue to include the following geometrics:

Northbound: Two left-turn lanes. Three through lanes.
Southbound: Three through lanes. Two right-turn lanes.
Eastbound: Two left-turn lanes. One right-turn lane.
Westbound: N/A

Note: the identified improvements have been completed.

MM Trans-31*: Modify the intersection of Hamner Avenue/Bellegrave Avenue to include the following geometrics:

Northbound: One left-turn lane. Two through lanes. One right-turn lane.
Southbound: Two left-turn lanes. Three through lanes. One right-turn lane.
Eastbound: One left-turn lane. Two through lanes. One right-turn lane.
Westbound: Two left-turn lanes. Three through lanes. One right-turn lane.

Note: the identified improvements have been completed.

Utilities and Service Systems

MM Util-1: All water and sewer pipelines within and adjacent to the project boundaries shall be constructed and/or funded for construction on a fair-share basis based on the NMC Infrastructure Master Plans and/or the interim sewer plan herein, and to the satisfaction of the City.

MM Util-2: The Archibald trunk sewer line off-site connection to the IEUA Kimball Avenue interceptor shall be complete and operational prior to issuance of first certificate of occupancy for development located east of the Cucamonga Creek Channel. The applicant shall participate on a fair share basis in the development of the necessary sewer facilities.

MM Util-3: The planning areas located west of Cucamonga Creek Channel shall have sewer lines in place to connect, via master planned lines with the western area trunk sewer system in Euclid Avenue, or via the Carpenter Street interim connection to the eastern area trunk sewer system. The interim condition that may exist for the Specific Plan where the wastewater generated may be tied into the Eastern Trunk System (ETS) will be via a 36-inch line located in Vineyard Avenue, north of Merrill Avenue, a 15-inch line in Merrill Avenue from Vineyard Avenue to Carpenter Avenue, and a 15-inch line in Carpenter Avenue from Merrill Avenue to the ETS. This interim connection shall be constructed per the approved sewer master plan. Thus, should the approved master plan require larger size pipelines, the developer will be required to construct them. Installation of one of these connections shall be in place and operable prior to issuance of building permits for the development located west of Cucamonga Creek to the satisfaction of the City and IEUA.

MM Util-4: Off-site water lines, tanks, interconnectors and other facilities required in the Water Master Plan to provide water to the site shall be in place and operational prior to issuance of the first certificate of occupancy. The applicant shall participate on a fair share basis in the development of these off-site facilities.

MM Util-5: Prior to obtaining grading permit(s), the project proponent shall coordinate with the applicable natural gas, electrical, and telephone utility providers for the project site to ensure that all existing underground and overhead lines are not damaged during project construction.

MM Util-6: To reduce the quantity of energy used and to conserve water resources, the project developer and City of Ontario should work to include sustainable systems for use of water and energy within the project design. One source of assistance in this regard is Southern California Gas Company Commercial/Industrial Support Center at 1-800-GAS-2000, which should be contacted at the time of development of the commercial center located within the project.

MM Util-7: The project applicant shall plan and construct a dual pipe system to supply reclaimed water when available in the future (GP Policy 5.1.4). An Engineer's Report approved by the City and the Department of Health Services is required prior to the use of recycled water.

MM Util-8: All existing agricultural wells on the project site will be destroyed and abandoned per the California Department of Health Services guidelines. A well use/destruction plan and schedule for all existing agricultural wells on the project site shall be prepared and submitted for approval, prior to the issuance of grading permits. This plan shall also include a temporary water supply plan, as applicable, in order to avoid potential significant temporary impacts resulting from the disruption of current water supply through the abandonment of on-site wells, the developer of any parcel located within the Specific Plan which contains a well that services one or more adjacent parcels that are not proposed to be developed in the current phase, shall provide the City Engineer with a temporary water supply plan for approval. Construction of any temporary pipes or facilities needed to provide water to the existing uses which are to temporarily remain shall be installed per City requirements at the developer's expense.

Note: MM Util-8 has been completed.

MM Util-9: Prior to approval of the Specific Plan and EIR, a hydraulic analysis of the area served by the interim sewer main to be located in Carpenter Avenue shall be submitted to the City Engineer.

Note: MM Util-9 has been completed.

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4.2 Residential Use

Residential land uses within the Specific Plan comprise approximately ~~156.62~~ 191.68 gross acres. The Specific Plan will permit the development of up to ~~1,947~~ 2,851 single-family detached and attached multi-family residential dwelling units. Residential land use areas are contained within distinctive neighborhoods, linked by a network of sidewalks, paseos, and on-street bicycle paths connecting all the neighborhoods to the central Great Park.

4.2.1 Variety of Housing Types

Parkside provides a unique mix of housing types to address the needs of a variety of lifestyle choices and economic segments. A variety of detached and attached residential products, with a variety of architectural styles and features will be offered. (See Chapter 7.2 for further details).

4.2.2 Traditional Neighborhood Design

The community plan for Parkside offers a strong neighborhood character and identity for residents and visitors through a traditional approach to street design, architecture, and landscape design elements to reflect a similar character to that of older traditional Southern California neighborhoods, including Ontario with a modern interpretation of traditional styles. The design features described below "activate" the streetscene and promote friendly interaction between neighbors.

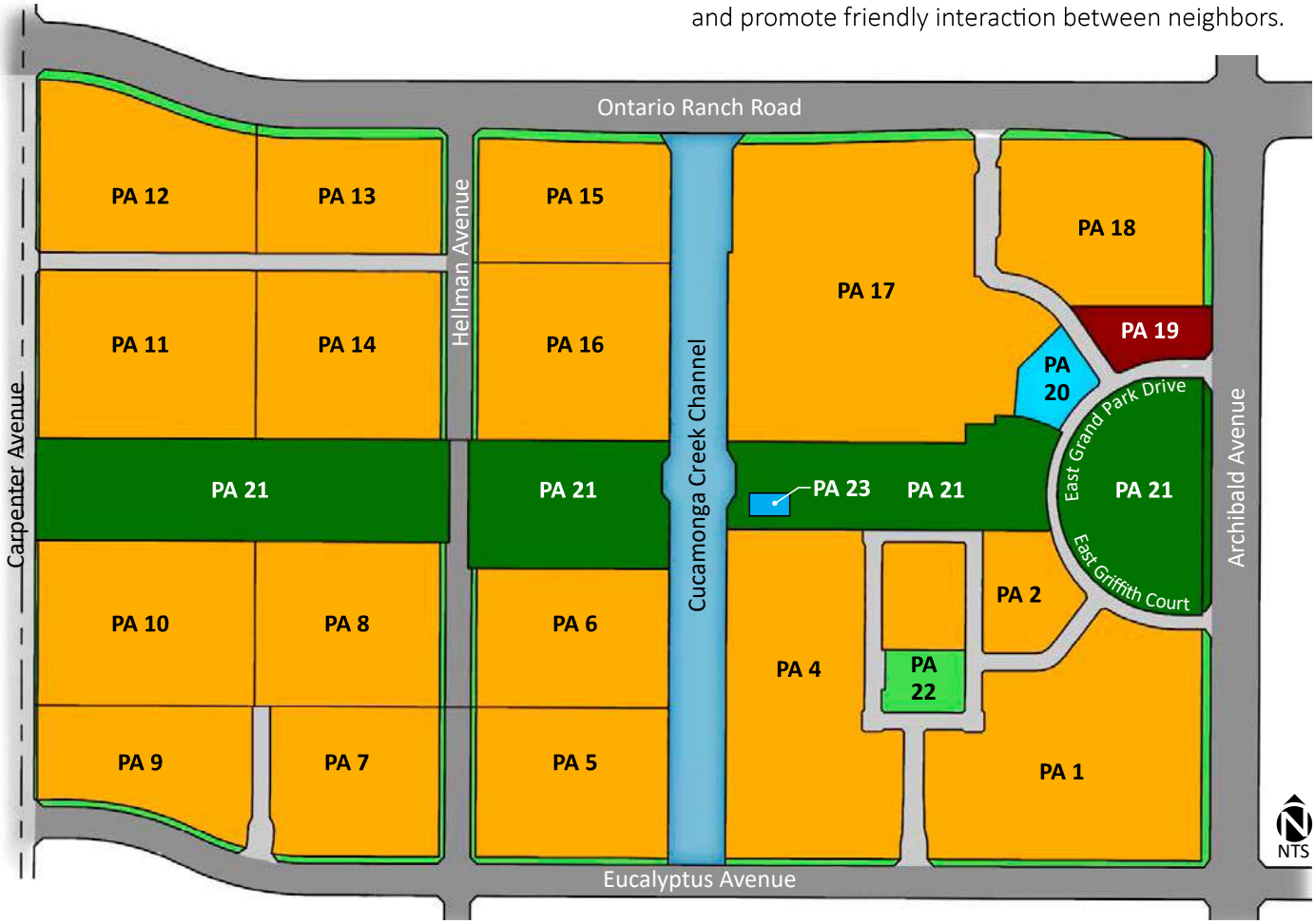


Exhibit 4-1: Land Use Plan



Table 4-4: Parkside Land Use Summary

Parkside

Land Use	Lot Size / Use	Gross Acreage	Net Acreage	~~*~~Gross Density ~~Range / S.F.~~	SF	Lots / D.U.
Residential						
PA-1 (Green Court/Lane Loaded Products 1, 2 & 4) (Detached Lane Loaded)	SFD	19.97	~~15.57~~ 15.63	~~10-18~~ 11.82		236
PA-2 ~~(Lane Loaded Product 3)~~ (Detached Lane Loaded)	SFD	3.57	~~2.66~~ 2.69	~~10-18~~ 11.48		41
PA-3 ~~(Lane Loaded Product 3)~~ (Detached Lane Loaded)	SFD	~~3.06~~ 3.07	~~2.38~~ 2.40	~~10-18~~ 13.68		42
PA-4 ~~(Green Court/Lane Loaded Products 1, 2, 3 & 4)~~ (Detached Lane Loaded)	SFD	15.52	~~13.62~~ 13.68	~~10-18~~ 14.24		221
PA-5 ~~(HD Townhomes)~~ (HD Townhomes, Duplex, Triplex)	MF	9.57	8.14	~~15-22~~ 12.75		~~139~~ 155
PA-6 (Attached Auto Court 10-14 Plex, Detached Green Court 8-10 Plex)	MF	~~7.34~~ 7.67	~~6.89~~ 7.19	~~8-14~~ 16.17		~~75~~ 91
PA-7 ~~(Auto Court 6-8 Plex)~~ (Detached Green Court Cluster Product 1 ~~6-10 Plex~~, Detached Green Court Cluster, Conventionally Loaded Lane Homes, Detached Green Court Paseo Cluster, Detached Auto Court Cluster, ~~Detached Lane Loaded~~)	SFD	~~9.30~~ 8.99	~~7.49~~ 7.19	~~8-14~~ 14.68		~~68~~ 132
PA-8 (~~Green Court 8-10 Plex)~~ (Detached Auto Court Cluster ~~6-10 Plex~~, Detached Green Court Cluster, Green Court 8-10 Plex, ~~Detached Lane Loaded~~, Detached Green Court Cluster, Conventionally Loaded Lane Homes, Detached Green Court Paseo Cluster,)	SFD	~~6.64~~ 8.88	~~6.18~~ 8.31	~~10-16~~ 14.86		~~68~~ 132
PA-9 ~~(Triplex)~~ (Row Townhomes, HD Townhomes, Duplex, Triplex)	MF	~~10.49~~ 8.37	~~8.70~~ 6.69	~~10-16~~ 21.98		~~120~~ 184
PA-10 ~~(Row Townhomes)~~ (Row Townhomes, HD Townhomes, Duplex, Triplex)	MF	~~7.56~~ 10.02	~~7.22~~ 9.60	~~17-25~~ 20.66		~~143~~ 207
PA-11 ~~(HD Townhomes)~~ (Row Townhomes, HD Townhomes, Duplex, Triplex)	MF	~~8.11~~ 10.74	~~7.22~~ 9.77	~~15-22~~ 17.50		~~123~~ 188
PA-12 ~~(Triplex)~~ (Row Townhomes, HD Townhomes, Duplex, Triplex)	MF	11.8	9.3	~~12-18~~ 16.27		~~127~~ 192
PA-13 (Attached Auto Court, Attached Row Townhomes)	MF	8.53	6.34	~~8-14~~ 15.01		~~64~~ 128
PA-14 ~~(Duplex)~~ (Attached Triplex, Attached Row Townhomes, HD Townhomes, Autocourts)	MF	~~7.12~~ 9.50	~~6.18~~ 8.45	~~12-18~~ 17.16		~~99~~ 163
PA-15 ~~(Duplex)~~ (Attached Triplex, Attached Row Townhomes, HD Townhomes, Autocourts)	MF	8.62	~~6.97~~ 6.85	~~12-18~~ 14.62		~~111~~ 126
PA-16 ~~(Triplex)~~ (Attached Triplex, Attached Row Townhomes, HD Townhomes, Autocourts)	MF	~~7.83~~ 9.77	~~7.35~~ 9.17	~~10-16~~ 10.75		~~90~~ 105
PA-17 ~~(Row Townhomes)~~ (Attached Duplex, Attached Triplex, Attached Row Townhomes, HD Townhomes, Autocourts)	MF	~~4.87~~ 24.12	~~4.54~~ 22.00	~~17-25~~ 10.90		~~82~~ 347
PA-18 ~~(HD Townhomes)~~ (Attached Triplex, Attached Row Townhomes, HD Townhomes, Attached Autocourts)	MF	6~~.74~~ 12.97	~~5.04~~ 9.27	~~15-22~~ 18.81		~~98~~ 161
Residential Subtotal		**~~156.62~~ 191.68**	**~~131.79~~ 162.67**	**~~14.77~~ 14.87**		**~~1947~~ 2851**

Parkside

Land Use	Lot Size / Use	Gross Acreage	Net Acreage	~~*~~Gross Density ~~Range / S.F.~~	SF	Lots / D.U.
Non-Residential						
PA-19 (Commercial)		~~15.66~~ 2.68	~~11.15~~ 1.81		15,000	-
PA-20 (Fire Station)		1.72	1.39	-	10,464	-
PA-21 (Great Park)		~~58.86~~ 37.38	~~54.4~~ 33.99	-		-
PA-22 (Private Rec)		~~1.0~~ 1.87	~~1.0~~ 1.32	-		-
PA-23 ~~(Private Rec)~~ (CDA Well Site)		~~1.9~~ 0.13	~~1.34~~ 0.13	-		-
~~PA-24 (Private Rec)~~		~~1~~	~~1~~	-		-
~~PA-25 (Private Rec)~~		~~1~~	~~1~~	-		-
~~PA-26 (CD Well Site)~~		~~0.13~~	~~0.13~~	-		-
Non-Residential Subtotal		~~81.27~~ 43.78	~~71.41~~ 38.64		25,464	-
Channel ROW		13	13	-		-
Total Project		**~~250.89~~ 248.46**	**~~216.2~~ 214.31**	**~~14.77~~ 14.87**		**~~1,947~~ 2,851**

NOTES:
1) Gross acres taken to center line of streets.
~~2) Adjusted gross acres taken to street ROW dedicated to the City~~
2) Net acres taken to street right of way
~~4) A total of 34.69 acres of master planned roadway is included in the project~~
~~* Density range is shown is based on net acres. The General Plan is based on adjusted gross acres~~
3) Proposed product types in each Planning Area are subject to change based on final development submittal.
4) A density transfer of 15.0% may occur between Planning Areas.

- A traditional grid and geometric street design in residential neighborhoods, with sidewalks separated by landscaped parkways ~~curb adjacent sidewalk and parkways,~~ which provide visual interest, slower traffic, lower traffic volumes, and enhance a pedestrian ~~orientation~~ circulation for neighborhoods. ~~Design solutions such as curb adjacent sidewalks enable greater product and homeowner diversity, land use efficiency, and answer to site constraints such as the Cucamonga Creek Channel. Sidewalks are an important feature for residential neighborhoods, and implementing curb adjacent ones allow pedestrian movement even with site dimensions that would not otherwise accommodate higher density product.~~
- Sidewalks separated by a landscaped parkway promote pedestrian mobility, beautify the streetscene and lend a pedestrian scale;
- Streets adjacent to the Great Park may include on-street parking for park and recreation uses to the north and south, and a "linear" landscape treatment on both sides of the street. Parkways adjacent to both sides of the street are planned to be heavily landscaped;

MEMORANDUM

URBAN | CROSSROADS

DATE: July 17, 2023
TO: Sage McCleve, Lewis Management Corp.
FROM: Haseeb Qureshi, Ali Dadabhoy
JOB NO: 14759-04 AQ Assessment

PARKSIDE SPECIFIC PLAN AMENDMENT OPERATIONAL AIR QUALITY ASSESSMENT

As required by *The Ontario Plan 2050 Final Supplemental Environmental Impact Report* (SCH No. 2021070364) (TOP Final SEIR) mitigation measure MM AQ-1, Urban Crossroads, Inc. is pleased to provide the following Operational Air Quality Assessment for the Parkside Specific Plan Amendment (**Project**), located in the City of Ontario.

PROJECT OVERVIEW

The Project proposes to amend the Parkside Specific Plan (**Approved Specific Plan**) to: (1) increase the overall unit count from 1,947 units to 2,851 units and the overall residential acreage from 156.62 gross acres to 191.68 acres; (2) reduce the size of PA 19 (Neighborhood Commercial) and amount of commercial development from 15.66 gross acres/115,000 sf to 2.68 acres/15,000 sf with the remainder of this PA (proposed PA 18) being designated Medium Density Residential consistent with the other PAs and The Ontario Plan (TOP) 2050; and (3) clarify the description of housing typologies and expand the number of PAs in which each typology is allowed to be developed to encourage a diversity of housing types within the Specific Plan area. The analysis herein focuses on the net increase of 904 residential units and a reduction of 100,000 square feet of retail compared to the Approved Specific Plan.

It should also be noted that TOP 2050 anticipates development of up to 3,425 residential units within the Parkside Specific Plan area; therefore, the Project would allow 574 fewer units than what is anticipated in TOP 2050 and evaluated in the TOP Final SEIR for the Parkside Specific Plan area.

PROJECT AIR QUALITY EMISSIONS

METHODOLOGY

In May 2022, the California Air Pollution Control Officers Association (CAPCOA) in conjunction with other California air districts, including SCAQMD, released the latest version of the CalEEMod Version 2022.1. The purpose of this model is to calculate construction-source and operational-source criteria pollutant (VOCs, NO_X, SO_X, CO, PM_{10}, and $PM_{2.5}$) and GHG emissions from direct and indirect sources; and quantify applicable air quality and GHG reductions achieved from mitigation measures (1). Accordingly, the latest version of CalEEMod has been used for this Project to determine operational air quality emissions.

AIR QUALITY REGIONAL EMISSIONS THRESHOLDS

The SCAQMD has developed regional operational significance thresholds for criteria pollutants, as summarized at Table 1 (2). The SCAQMD's CEQA Air Quality Significance Thresholds (April 2019) indicate that any projects in the South Coast Air Basin (SCAB) with daily emissions that exceed any of the indicated thresholds should be considered as having an individually and cumulatively significant air quality impact.

TABLE 1: MAXIMUM DAILY REGIONAL EMISSIONS THRESHOLDS

Pollutant	Operations
NO_X	55 lbs/day
VOC	55 lbs/day
PM_{10}	150 lbs/day
$PM_{2.5}$	55 lbs/day
SO_X	150 lbs/day
CO	550 lbs/day

lbs/day – Pounds Per Day

REGIONAL OPERATIONAL EMISSIONS

Operational activities associated with the Project would result in emissions of CO, VOCs, NO_X, SO_X, PM_{10}, and $PM_{2.5}$. Operational related emissions are expected from the following primary sources: area source emissions, energy source emissions, and mobile source emissions.

The Project related operational air quality impacts derive primarily from vehicle trips generated by buildout associated with the net increase in residential units. Trip characteristics available from the *Parkside Specific Plan Amendment Traffic Analysis* were utilized in this analysis (3).

The estimated operation-source emissions associated with the net increase of 904 dwelling units, and reduction in 100,000 square feet of retail are summarized on Table 2. As shown on Table 2, operational-source emissions would not exceed the applicable SCAQMD regional thresholds for emissions of any criteria pollutant and no mitigation is required.

TABLE 2: OPERATIONAL EMISSIONS (904 DU RESIDENTIAL INCREASE + NET REDUCTION IN RETAIL (-100KSF)

Source	Emissions (lbs/day)					
	VOC	NO_X	CO	SO_X	PM_{10}	$PM_{2.5}$
Summer						
904 DU Residential	51.21	33.94	212.07	0.53	41.89	11.92
Net Reduction in Retail (-100,000 SF)	21.23	15.06	158.10	0.43	41.73	10.77
Net Emissions	**29.98**	**18.88**	**53.97**	**0.11**	**0.17**	**1.15**
SCAQMD Regional Threshold	55	55	550	150	150	55
Threshold Exceeded?	NO	NO	NO	NO	NO	NO
Winter						
904 DU Residential	45.67	34.54	138.02	0.51	41.87	11.90
Net Reduction in Retail (-100,000 SF)	19.51	16.09	129.77	0.40	41.72	10.77
Net Emissions	**26.16**	**18.45**	**8.24**	**0.11**	**0.15**	**1.14**
SCAQMD Regional Threshold	55	55	550	150	150	55
Threshold Exceeded?	NO	NO	NO	NO	NO	NO

REFERENCES

1. **California Air Pollution Control Officers Association (CAPCOA).** California Emissions Estimator Model (CalEEMod). [Online] May 2022. www.caleemod.com.
2. **South Coast Air Quality Management District (SCAQMD).** SCAQMD Air Quality Significance Thresholds. [Online] http://www.aqmd.gov/docs/default-source/ceqa/handbook/scaqmd-air-quality-significance-thresholds.pdf?sfvrsn=2.
3. **Urban Crossroads, Inc.** *Parkside Specific Plan Traffic Analysis.* 2023.

ATTACHMENT A
CALEEMOD EMISSIONS MODEL OUTPUTS

14759 - Parkside Specific Plan Amendment (Proposed Operations Residential) Detailed Report

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1.1. Basic Project Information

Data Field	Value
Project Name	14759 - Parkside Specific Plan Amendment (Proposed Operations Residential)
Operational Year	2032
Lead Agency	—
Land Use Scale	Project/site
Analysis Level for Defaults	County
Windspeed (m/s)	2.60
Precipitation (days)	18.8
Location	33.99631704846932, -117.59557801065526
County	San Bernardino-South Coast
City	Ontario
Air District	South Coast AQMD
Air Basin	South Coast
TAZ	5260
EDFZ	10
Electric Utility	Southern California Edison
Gas Utility	Southern California Gas
App Version	2022.1.1.14

1.2. Land Use Types

Land Use Subtype	Size	Unit	Lot Acreage	Building Area (sq ft)	Landscape Area (sq ft)	Special Landscape Area (sq ft)	Population	Description
Condo/Townhouse	715	Dwelling Unit	36.7	757,900	0.00	—	2,367	—

Single Family Housing	189	Dwelling Unit	13.2	368,550	2,213,730	—	626	—

1.3. User-Selected Emission Reduction Measures by Emissions Sector

No measures selected

2. Emissions Summary

2.4. Operations Emissions Compared Against Thresholds

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Un/Mit.	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	28.3	51.2	33.9	212	0.53	1.75	40.1	41.9	1.73	10.2	11.9	456	69,977	70,433	48.9	2.23	83.2	72,403
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	22.5	45.7	34.5	138	0.51	1.72	40.1	41.9	1.71	10.2	11.9	456	67,208	67,664	49.0	2.28	9.18	69,579
Average Daily (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	22.3	46.2	21.1	161	0.40	0.70	36.8	37.5	0.69	9.34	10.0	456	48,360	48,815	48.6	2.10	37.3	50,692
Annual (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	4.07	8.44	3.85	29.4	0.07	0.13	6.71	6.84	0.13	1.70	1.83	75.4	8,006	8,082	8.04	0.35	6.17	8,393

2.5. Operations Emissions by Sector, Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Sector	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	21.4	19.7	15.1	153	0.42	0.24	40.1	40.4	0.22	10.2	10.4	—	42,643	42,643	1.84	1.95	76.0	43,345
Area	6.26	31.3	14.0	57.3	0.09	1.11	—	1.11	1.11	—	1.11	0.00	17,268	17,268	0.33	0.03	—	17,286
Energy	0.57	0.29	4.89	2.08	0.03	0.40	—	0.40	0.40	—	0.40	—	9,717	9,717	0.99	0.07	—	9,762
Water	—	—	—	—	—	—	—	—	—	—	—	72.2	348	420	7.45	0.18	—	660
Waste	—	—	—	—	—	—	—	—	—	—	—	383	0.00	383	38.3	0.00	—	1,342
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	7.21	7.21
Total	28.3	51.2	33.9	212	0.53	1.75	40.1	41.9	1.73	10.2	11.9	456	69,977	70,433	48.9	2.23	83.2	72,403
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	20.3	18.6	16.2	130	0.39	0.24	40.1	40.4	0.22	10.2	10.4	—	40,012	40,012	1.92	2.01	1.97	40,659
Area	1.58	26.8	13.5	5.74	0.09	1.09	—	1.09	1.09	—	1.09	0.00	17,131	17,131	0.32	0.03	—	17,149
Energy	0.57	0.29	4.89	2.08	0.03	0.40	—	0.40	0.40	—	0.40	—	9,717	9,717	0.99	0.07	—	9,762
Water	—	—	—	—	—	—	—	—	—	—	—	72.2	348	420	7.45	0.18	—	660
Waste	—	—	—	—	—	—	—	—	—	—	—	383	0.00	383	38.3	0.00	—	1,342
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	7.21	7.21
Total	22.5	45.7	34.5	138	0.51	1.72	40.1	41.9	1.71	10.2	11.9	456	67,208	67,664	49.0	2.28	9.18	69,579
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	18.4	16.8	15.0	123	0.36	0.22	36.8	37.0	0.20	9.34	9.54	—	37,027	37,027	1.76	1.85	30.0	37,652
Area	3.31	29.1	1.25	35.7	0.01	0.09	—	0.09	0.09	—	0.09	0.00	1,267	1,267	0.03	< 0.005	—	1,269
Energy	0.57	0.29	4.89	2.08	0.03	0.40	—	0.40	0.40	—	0.40	—	9,717	9,717	0.99	0.07	—	9,762
Water	—	—	—	—	—	—	—	—	—	—	—	72.2	348	420	7.45	0.18	—	660
Waste	—	—	—	—	—	—	—	—	—	—	—	383	0.00	383	38.3	0.00	—	1,342
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	7.21	7.21
Total	22.3	46.2	21.1	161	0.40	0.70	36.8	37.5	0.69	9.34	10.0	456	48,360	48,815	48.6	2.10	37.3	50,692

Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	3.37	3.07	2.73	22.5	0.07	0.04	6.71	6.75	0.04	1.70	1.74	—	6,130	6,130	0.29	0.31	4.97	6,234
Area	0.60	5.32	0.23	6.51	< 0.005	0.02	—	0.02	0.02	—	0.02	0.00	210	210	< 0.005	< 0.005	—	210
Energy	0.10	0.05	0.89	0.38	0.01	0.07	—	0.07	0.07	—	0.07	—	1,609	1,609	0.16	0.01	—	1,616
Water	—	—	—	—	—	—	—	—	—	—	—	12.0	57.6	69.6	1.23	0.03	—	109
Waste	—	—	—	—	—	—	—	—	—	—	—	63.5	0.00	63.5	6.35	0.00	—	222
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	1.19	1.19
Total	4.07	8.44	3.85	29.4	0.07	0.13	6.71	6.84	0.13	1.70	1.83	75.4	8,006	8,082	8.04	0.35	6.17	8,393

4. Operations Emissions Details

4.1. Mobile Emissions by Land Use

4.1.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Condo/Townhouse	16.0	14.7	11.3	114	0.31	0.18	30.0	30.2	0.17	7.63	7.79	—	31,916	31,916	1.38	1.46	56.8	32,442
Single Family Housing	5.39	4.95	3.79	38.4	0.10	0.06	10.1	10.2	0.06	2.56	2.62	—	10,727	10,727	0.46	0.49	19.1	10,904
Total	21.4	19.7	15.1	153	0.42	0.24	40.1	40.4	0.22	10.2	10.4	—	42,643	42,643	1.84	1.95	76.0	43,345
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Condo/Townhous	15.2	13.9	12.1	97.4	0.29	0.18	30.0	30.2	0.17	7.63	7.80	—	29,946	29,946	1.44	1.50	1.47	30,431
Single Family Housing	5.12	4.67	4.06	32.8	0.10	0.06	10.1	10.2	0.06	2.56	2.62	—	10,065	10,065	0.48	0.50	0.50	10,228
Total	20.3	18.6	16.2	130	0.39	0.24	40.1	40.4	0.22	10.2	10.4	—	40,012	40,012	1.92	2.01	1.97	40,659
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Condo/Townhouse	2.46	2.24	2.00	16.5	0.05	0.03	4.91	4.94	0.03	1.25	1.27	—	4,484	4,484	0.21	0.22	3.64	4,560
Single Family Housing	0.90	0.82	0.73	6.04	0.02	0.01	1.80	1.81	0.01	0.46	0.47	—	1,646	1,646	0.08	0.08	1.34	1,674
Total	3.37	3.07	2.73	22.5	0.07	0.04	6.71	6.75	0.04	1.70	1.74	—	6,130	6,130	0.29	0.31	4.97	6,234

4.2. Energy

4.2.1. Electricity Emissions By Land Use - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Condo/Townhouse	—	—	—	—	—	—	—	—	—	—	—	—	2,477	2,477	0.31	0.04	—	2,496
Single Family Housing	—	—	—	—	—	—	—	—	—	—	—	—	1,028	1,028	0.13	0.02	—	1,036
Total	—	—	—	—	—	—	—	—	—	—	—	—	3,505	3,505	0.44	0.05	—	3,532

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Condo/Townhouse	—	—	—	—	—	—	—	—	—	—	—	—	2,477	2,477	0.31	0.04	—	2,496
Single Family Housing	—	—	—	—	—	—	—	—	—	—	—	—	1,028	1,028	0.13	0.02	—	1,036
Total	—	—	—	—	—	—	—	—	—	—	—	—	3,505	3,505	0.44	0.05	—	3,532
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Condo/Townhouse	—	—	—	—	—	—	—	—	—	—	—	—	410	410	0.05	0.01	—	413
Single Family Housing	—	—	—	—	—	—	—	—	—	—	—	—	170	170	0.02	< 0.005	—	171
Total	—	—	—	—	—	—	—	—	—	—	—	—	580	580	0.07	0.01	—	585

4.2.3. Natural Gas Emissions By Land Use - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Condo/Townhouse	0.40	0.20	3.40	1.45	0.02	0.28	—	0.28	0.28	—	0.28	—	4,318	4,318	0.38	0.01	—	4,330
Single Family Housing	0.17	0.09	1.49	0.64	0.01	0.12	—	0.12	0.12	—	0.12	—	1,895	1,895	0.17	< 0.005	—	1,901
Total	0.57	0.29	4.89	2.08	0.03	0.40	—	0.40	0.40	—	0.40	—	6,213	6,213	0.55	0.01	—	6,230

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Condo/Townhouse	0.40	0.20	3.40	1.45	0.02	0.28	—	0.28	0.28	—	0.28	—	4,318	4,318	0.38	0.01	—	4,330
Single Family Housing	0.17	0.09	1.49	0.64	0.01	0.12	—	0.12	0.12	—	0.12	—	1,895	1,895	0.17	< 0.005	—	1,901
Total	0.57	0.29	4.89	2.08	0.03	0.40	—	0.40	0.40	—	0.40	—	6,213	6,213	0.55	0.01	—	6,230
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Condo/Townhouse	0.07	0.04	0.62	0.26	< 0.005	0.05	—	0.05	0.05	—	0.05	—	715	715	0.06	< 0.005	—	717
Single Family Housing	0.03	0.02	0.27	0.12	< 0.005	0.02	—	0.02	0.02	—	0.02	—	314	314	0.03	< 0.005	—	315
Total	0.10	0.05	0.89	0.38	0.01	0.07	—	0.07	0.07	—	0.07	—	1,029	1,029	0.09	< 0.005	—	1,031

4.3. Area Emissions by Source

4.3.2. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Source	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hearths	1.58	0.79	13.5	5.74	0.09	1.09	—	1.09	1.09	—	1.09	0.00	17,131	17,131	0.32	0.03	—	17,149
Consumer Products	—	24.1	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Architectural Coatings	—	1.93	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Landscape Equipment	4.68	4.43	0.48	51.5	< 0.005	0.02	—	0.02	0.02	—	0.02	—	137	137	0.01	< 0.005	—	138
Total	6.26	31.3	14.0	57.3	0.09	1.11	—	1.11	1.11	—	1.11	0.00	17,268	17,268	0.33	0.03	—	17,286
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hearths	1.58	0.79	13.5	5.74	0.09	1.09	—	1.09	1.09	—	1.09	0.00	17,131	17,131	0.32	0.03	—	17,149
Consumer Products	—	24.1	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	—	1.93	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	1.58	26.8	13.5	5.74	0.09	1.09	—	1.09	1.09	—	1.09	0.00	17,131	17,131	0.32	0.03	—	17,149
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hearths	0.02	0.01	0.17	0.07	< 0.005	0.01	—	0.01	0.01	—	0.01	0.00	194	194	< 0.005	< 0.005	—	194
Consumer Products	—	4.40	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	—	0.35	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Landscape Equipment	0.58	0.55	0.06	6.44	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	15.5	15.5	< 0.005	< 0.005	—	15.6
Total	0.60	5.32	0.23	6.51	< 0.005	0.02	—	0.02	0.02	—	0.02	0.00	210	210	< 0.005	< 0.005	—	210

4.4. Water Emissions by Land Use

4.4.2. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Condo/Townhouse	—	—	—	—	—	—	—	—	—	—	—	57.1	145	202	5.87	0.14	—	391
Single Family Housing	—	—	—	—	—	—	—	—	—	—	—	15.1	203	218	1.57	0.04	—	269
Total	—	—	—	—	—	—	—	—	—	—	—	72.2	348	420	7.45	0.18	—	660
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Condo/Townhouse	—	—	—	—	—	—	—	—	—	—	—	57.1	145	202	5.87	0.14	—	391
Single Family Housing	—	—	—	—	—	—	—	—	—	—	—	15.1	203	218	1.57	0.04	—	269
Total	—	—	—	—	—	—	—	—	—	—	—	72.2	348	420	7.45	0.18	—	660
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Condo/Townhouse	—	—	—	—	—	—	—	—	—	—	—	9.45	24.0	33.5	0.97	0.02	—	64.7
Single Family Housing	—	—	—	—	—	—	—	—	—	—	—	2.50	33.6	36.1	0.26	0.01	—	44.6
Total	—	—	—	—	—	—	—	—	—	—	—	12.0	57.6	69.6	1.23	0.03	—	109

4.5. Waste Emissions by Land Use

4.5.2. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Condo/Townhouse	—	—	—	—	—	—	—	—	—	—	—	285	0.00	285	28.5	0.00	—	997
Single Family Housing	—	—	—	—	—	—	—	—	—	—	—	98.5	0.00	98.5	9.85	0.00	—	345
Total	—	—	—	—	—	—	—	—	—	—	—	383	0.00	383	38.3	0.00	—	1,342
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Condo/Townhouse	—	—	—	—	—	—	—	—	—	—	—	285	0.00	285	28.5	0.00	—	997
Single Family Housing	—	—	—	—	—	—	—	—	—	—	—	98.5	0.00	98.5	9.85	0.00	—	345
Total	—	—	—	—	—	—	—	—	—	—	—	383	0.00	383	38.3	0.00	—	1,342
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Condo/Townhouse	—	—	—	—	—	—	—	—	—	—	—	47.2	0.00	47.2	4.72	0.00	—	165
Single Family Housing	—	—	—	—	—	—	—	—	—	—	—	16.3	0.00	16.3	1.63	0.00	—	57.1
Total	—	—	—	—	—	—	—	—	—	—	—	63.5	0.00	63.5	6.35	0.00	—	22[illegible]

4.6. Refrigerant Emissions by Land Use

4.6.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Condo/Townhouse	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	4.85	4.85
Single Family Housing	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	2.36	2.36
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	7.21	7.21
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Condo/Townhouse	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	4.85	4.85
Single Family Housing	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	2.36	2.36
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	7.21	7.21
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Condo/Townhouse	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.80	0.80
Single Family Housing	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.39	0.39
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	1.19	1.1

4.7. Offroad Emissions By Equipment Type

4.7.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Equipment Type	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.8. Stationary Emissions By Equipment Type

4.8.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Equipment Type	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.9. User Defined Emissions By Equipment Type

4.9.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Equipment Type	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10. Soil Carbon Accumulation By Vegetation Type

4.10.1. Soil Carbon Accumulation By Vegetation Type - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Vegetation	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10.2. Above and Belowground Carbon Accumulation by Land Use Type - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10.3. Avoided and Sequestered Emissions by Species - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Species	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Removed	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Removed	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Removed	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

5. Activity Data

5.9. Operational Mobile Sources

5.9.1. Unmitigated

Land Use Type	Trips/Weekday	Trips/Saturday	Trips/Sunday	Trips/Year	VMT/Weekday	VMT/Saturday	VMT/Sunday	VMT/Year
Condo/Townhouse	4,819	5,359	4,133	1,751,329	38,112	42,382	32,684	13,850,532
Single Family Housing	1,782	1,801	1,614	642,743	14,095	14,245	12,765	5,083,189

5.10. Operational Area Sources

5.10.1. Hearths

5.10.1.1. Unmitigated

Hearth Type	Unmitigated (number)
Condo/Townhouse	—
Wood Fireplaces	0
Gas Fireplaces	644
Propane Fireplaces	0
Electric Fireplaces	0
No Fireplaces	72
Single Family Housing	—
Wood Fireplaces	0
Gas Fireplaces	170
Propane Fireplaces	0
Electric Fireplaces	0
No Fireplaces	19

5.10.2. Architectural Coatings

Residential Interior Area Coated (sq ft)	Residential Exterior Area Coated (sq ft)	Non-Residential Interior Area Coated (sq ft)	Non-Residential Exterior Area Coated (sq ft)	Parking Area Coated (sq ft)
2281061.25	760,354	0.00	0.00	—

5.10.3. Landscape Equipment

Season	Unit	Value
Snow Days	day/yr	0.00
Summer Days	day/yr	250

5.11. Operational Energy Consumption

5.11.1. Unmitigated

Electricity (kWh/yr) and CO2 and CH4 and N2O and Natural Gas (kBTU/yr)

Land Use	Electricity (kWh/yr)	CO2	CH4	N2O	Natural Gas (kBTU/yr)
Condo/Townhouse	3,466,724	261	0.0330	0.0040	13,472,242
Single Family Housing	1,438,219	261	0.0330	0.0040	5,913,756

5.12. Operational Water and Wastewater Consumption

5.12.1. Unmitigated

Land Use	Indoor Water (gal/year)	Outdoor Water (gal/year)
Condo/Townhouse	29,802,040	0.00
Single Family Housing	7,877,742	43,450,688

5.13. Operational Waste Generation

5.13.1. Unmitigated

Land Use	Waste (ton/year)	Cogeneration (kWh/year)
Condo/Townhouse	529	—
Single Family Housing	183	—

5.14. Operational Refrigeration and Air Conditioning Equipment

5.14.1. Unmitigated

Land Use Type	Equipment Type	Refrigerant	GWP	Quantity (kg)	Operations Leak Rate	Service Leak Rate	Times Serviced
Condo/Townhouse	Average room A/C & Other residential A/C and heat pumps	User Defined	750	< 0.005	2.50	2.50	10.0
Condo/Townhouse	Household refrigerators and/or freezers	R-134a	1,430	0.12	0.60	0.00	1.00
Single Family Housing	Average room A/C & Other residential A/C and heat pumps	User Defined	750	< 0.005	2.50	2.50	10.0
Single Family Housing	Household refrigerators and/or freezers	R-134a	1,430	0.12	0.60	0.00	1.00

5.15. Operational Off-Road Equipment

5.15.1. Unmitigated

Equipment Type	Fuel Type	Engine Tier	Number per Day	Hours Per Day	Horsepower	Load Factor

5.16. Stationary Sources

5.16.1. Emergency Generators and Fire Pumps

Equipment Type	Fuel Type	Number per Day	Hours per Day	Hours per Year	Horsepower	Load Factor

5.16.2. Process Boilers

Equipment Type	Fuel Type	Number	Boiler Rating (MMBtu/hr)	Daily Heat Input (MMBtu/day)	Annual Heat Input (MMBtu/yr)

5.17. User Defined

Equipment Type	Fuel Type
—	—

5.18. Vegetation

5.18.1. Land Use Change

5.18.1.1. Unmitigated

Vegetation Land Use Type	Vegetation Soil Type	Initial Acres	Final Acres

5.18.1. Biomass Cover Type

5.18.1.1. Unmitigated

Biomass Cover Type	Initial Acres	Final Acres

5.18.2. Sequestration

5.18.2.1. Unmitigated

Tree Type	Number	Electricity Saved (kWh/year)	Natural Gas Saved (btu/year)

6. Climate Risk Detailed Report

6.1. Climate Risk Summary

Cal-Adapt midcentury 2040–2059 average projections for four hazards are reported below for your project location. These are under Representation Concentration Pathway (RCP) 8.5 which assumes GHG emissions will continue to rise strongly through 2050 and then plateau around 2100.

Climate Hazard	Result for Project Location	Unit
Temperature and Extreme Heat	19.8	annual days of extreme heat
Extreme Precipitation	3.10	annual days with precipitation above 20 mm
Sea Level Rise	0.00	meters of inundation depth
Wildfire	6.78	annual hectares burned

Temperature and Extreme Heat data are for grid cell in which your project are located. The projection is based on the 98th historical percentile of daily maximum/minimum temperatures from observed historical data (32 climate model ensemble from Cal-Adapt, 2040–2059 average under RCP 8.5). Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.
Extreme Precipitation data are for the grid cell in which your project are located. The threshold of 20 mm is equivalent to about ¾ an inch of rain, which would be light to moderate rainfall if received over a full day or heavy rain if received over a period of 2 to 4 hours. Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.
Sea Level Rise data are for the grid cell in which your project are located. The projections are from Radke et al. (2017), as reported in Cal-Adapt (2040–2059 average under RCP 8.5), and consider different increments of sea level rise coupled with extreme storm events. Users may select from four model simulations to view the range in potential inundation depth for the grid cell. The four simulations make different assumptions about expected rainfall and temperature are: Warmer/drier (HadGEM2-ES), Cooler/wetter (CNRM-CM5), Average conditions (CanESM2), Range of different rainfall and temperature possibilities (MIROC5). Each grid cell is 50 meters (m) by 50 m, or about 164 feet (ft) by 164 ft.
Wildfire data are for the grid cell in which your project are located. The projections are from UC Davis, as reported in Cal-Adapt (2040–2059 average under RCP 8.5), and consider historical data of climate, vegetation, population density, and large (> 400 ha) fire history. Users may select from four model simulations to view the range in potential wildfire probabilities for the grid cell. The four simulations make different assumptions about expected rainfall and temperature are: Warmer/drier (HadGEM2-ES), Cooler/wetter (CNRM-CM5), Average conditions (CanESM2), Range of different rainfall and temperature possibilities (MIROC5). Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.

6.2. Initial Climate Risk Scores

Climate Hazard	Exposure Score	Sensitivity Score	Adaptive Capacity Score	Vulnerability Score
Temperature and Extreme Heat	2	0	0	N/A
Extreme Precipitation	N/A	N/A	N/A	N/A
Sea Level Rise	1	0	0	N/A
Wildfire	1	0	0	N/A
Flooding	N/A	N/A	N/A	N/A
Drought	N/A	N/A	N/A	N/A
Snowpack Reduction	N/A	N/A	N/A	N/A
Air Quality Degradation	0	0	0	N/A

The sensitivity score reflects the extent to which a project would be adversely affected by exposure to a climate hazard. Exposure is rated on a scale of 1 to 5, with a score of 5 representing the greatest exposure.
The adaptive capacity of a project refers to its ability to manage and reduce vulnerabilities from projected climate hazards. Adaptive capacity is rated on a scale of 1 to 5, with a score of 5 representing the greatest ability to adapt.
The overall vulnerability scores are calculated based on the potential impacts and adaptive capacity assessments for each hazard. Scores do not include implementation of climate risk reduction measures.

6.3. Adjusted Climate Risk Scores

Climate Hazard	Exposure Score	Sensitivity Score	Adaptive Capacity Score	Vulnerability Score
Temperature and Extreme Heat	2	1	1	3
Extreme Precipitation	N/A	N/A	N/A	N/A
Sea Level Rise	1	1	1	2
Wildfire	1	1	1	2
Flooding	N/A	N/A	N/A	N/A
Drought	N/A	N/A	N/A	N/A
Snowpack Reduction	N/A	N/A	N/A	N/A
Air Quality Degradation	1	1	1	2

The sensitivity score reflects the extent to which a project would be adversely affected by exposure to a climate hazard. Exposure is rated on a scale of 1 to 5, with a score of 5 representing the greatest exposure.
The adaptive capacity of a project refers to its ability to manage and reduce vulnerabilities from projected climate hazards. Adaptive capacity is rated on a scale of 1 to 5, with a score of 5 representing the greatest ability to adapt.
The overall vulnerability scores are calculated based on the potential impacts and adaptive capacity assessments for each hazard. Scores include implementation of climate risk reduction measures.

6.4. Climate Risk Reduction Measures

7. Health and Equity Details

7.1. CalEnviroScreen 4.0 Scores

The maximum CalEnviroScreen score is 100. A high score (i.e., greater than 50) reflects a higher pollution burden compared to other census tracts in the state.

Indicator	Result for Project Census Tract
Exposure Indicators	—
AQ-Ozone	77.1

AQ-PM	93.4
AQ-DPM	57.1
Drinking Water	100.0
Lead Risk Housing	17.5
Pesticides	84.9
Toxic Releases	67.6
Traffic	18.1
Effect Indicators	—
CleanUp Sites	80.3
Groundwater	98.1
Haz Waste Facilities/Generators	86.6
Impaired Water Bodies	87.0
Solid Waste	98.9
Sensitive Population	—
Asthma	16.5
Cardio-vascular	29.1
Low Birth Weights	49.0
Socioeconomic Factor Indicators	—
Education	52.9
Housing	59.3
Linguistic	68.9
Poverty	35.4
Unemployment	36.4

7.2. Healthy Places Index Scores

The maximum Health Places Index score is 100. A high score (i.e., greater than 50) reflects healthier community conditions compared to other census tracts in the state.

Indicator	Result for Project Census Tract

Economic	—
Above Poverty	73.60451687
Employed	6.274862056
Median HI	76.55588349
Education	—
Bachelor's or higher	64.85307327
High school enrollment	100
Preschool enrollment	66.93186193
Transportation	—
Auto Access	63.41588605
Active commuting	24.5989991
Social	—
2-parent households	66.95752598
Voting	70.69164635
Neighborhood	—
Alcohol availability	97.0101373
Park access	52.77813422
Retail density	10.02181445
Supermarket access	6.557166688
Tree canopy	8.238162453
Housing	—
Homeownership	60.78532016
Housing habitability	61.41408957
Low-inc homeowner severe housing cost burden	71.53856025
Low-inc renter severe housing cost burden	18.38829719
Uncrowded housing	64.30129603
Health Outcomes	—

706

Insured adults	73.78416528
Arthritis	95.7
Asthma ER Admissions	84.6
High Blood Pressure	97.7
Cancer (excluding skin)	89.7
Asthma	34.7
Coronary Heart Disease	98.7
Chronic Obstructive Pulmonary Disease	94.6
Diagnosed Diabetes	96.0
Life Expectancy at Birth	75.7
Cognitively Disabled	56.3
Physically Disabled	69.8
Heart Attack ER Admissions	68.4
Mental Health Not Good	54.9
Chronic Kidney Disease	97.1
Obesity	68.0
Pedestrian Injuries	19.6
Physical Health Not Good	86.2
Stroke	97.8
Health Risk Behaviors	—
Binge Drinking	28.2
Current Smoker	59.6
No Leisure Time for Physical Activity	76.7
Climate Change Exposures	—
Wildfire Risk	0.0
SLR Inundation Area	0.0
Children	9.0

707

Elderly	91.7
English Speaking	35.1
Foreign-born	48.1
Outdoor Workers	88.5
Climate Change Adaptive Capacity	—
Impervious Surface Cover	78.1
Traffic Density	21.6
Traffic Access	23.0
Other Indices	—
Hardship	45.2
Other Decision Support	—
2016 Voting	74.7

7.3. Overall Health & Equity Scores

Metric	Result for Project Census Tract
CalEnviroScreen 4.0 Score for Project Location (a)	72.0
Healthy Places Index Score for Project Location (b)	55.0
Project Located in a Designated Disadvantaged Community (Senate Bill 535)	No
Project Located in a Low-Income Community (Assembly Bill 1550)	No
Project Located in a Community Air Protection Program Community (Assembly Bill 617)	No

a: The maximum CalEnviroScreen score is 100. A high score (i.e., greater than 50) reflects a higher pollution burden compared to other census tracts in the state.
b: The maximum Health Places Index score is 100. A high score (i.e., greater than 50) reflects healthier community conditions compared to other census tracts in the state.

7.4. Health & Equity Measures

No Health & Equity Measures selected.

7.5. Evaluation Scorecard

Health & Equity Evaluation Scorecard not completed.

7.6. Health & Equity Custom Measures

No Health & Equity Custom Measures created.

8. User Changes to Default Data

Screen	Justification
Land Use	Site information taken from site plan.
Operations: Vehicle Data	Trip characteristics based on information provided in the Traffic Analysis
Operations: Hearths	SCAQMD Rule 445 no wood burning devices. Wood burning devices added to gas devices.
Operations: Refrigerants	Beginning 1 January 2025, all new air conditioning equipment may not use refrigerants with a GWP of 750 or greater.

14759 - Parkside Specific Plan Amendment (Proposed Operations Commercial)) Detailed Report

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1. Basic Project Information

1.1. Basic Project Information

Data Field	Value
Project Name	14759 - Parkside Specific Plan Amendment (Proposed Operations Commercial))
Operational Year	2032
Lead Agency	—
Land Use Scale	Plan/community
Analysis Level for Defaults	County
Windspeed (m/s)	2.60
Precipitation (days)	18.8
Location	33.996366, -117.595016
County	San Bernardino-South Coast
City	Ontario
Air District	South Coast AQMD
Air Basin	South Coast
TAZ	5260
EDFZ	10
Electric Utility	Southern California Edison
Gas Utility	Southern California Gas
App Version	2022.1.1.14

1.2. Land Use Types

Land Use Subtype	Size	Unit	Lot Acreage	Building Area (sq ft)	Landscape Area (sq ft)	Special Landscape Area (sq ft)	Population	Description
Strip Mall	100	1000sqft	2.30	100,000	0.00	—	—	—

1.3. User-Selected Emission Reduction Measures by Emissions Sector

No measures selected

2. Emissions Summary

2.4. Operations Emissions Compared Against Thresholds

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Un/Mit.	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	20.7	21.2	15.1	158	0.43	0.26	41.5	41.7	0.24	10.5	10.8	70.8	44,816	44,887	9.02	2.00	79.1	45,786
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	18.9	19.5	16.1	130	0.40	0.25	41.5	41.7	0.24	10.5	10.8	70.8	42,078	42,149	9.09	2.06	2.66	42,991
Average Daily (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	16.5	17.3	13.9	118	0.35	0.22	35.4	35.6	0.21	8.98	9.19	70.8	36,391	36,462	8.81	1.77	29.5	37,240
Annual (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	3.01	3.16	2.55	21.4	0.06	0.04	6.45	6.49	0.04	1.64	1.68	11.7	6,025	6,037	1.46	0.29	4.89	6,165

2.5. Operations Emissions by Sector, Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Sector	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Mobile	19.9	18.1	14.9	154	0.43	0.24	41.5	41.7	0.23	10.5	10.8	—	43,878	43,878	1.80	1.95	78.4	44,583
Area	0.77	3.11	0.04	4.35	< 0.005	0.01	—	0.01	0.01	—	0.01	—	17.9	17.9	< 0.005	< 0.005	—	17.9
Energy	0.02	0.01	0.16	0.13	< 0.005	0.01	—	0.01	0.01	—	0.01	—	884	884	0.10	0.01	—	890
Water	—	—	—	—	—	—	—	—	—	—	—	14.2	36.0	50.2	1.46	0.04	—	97.2
Waste	—	—	—	—	—	—	—	—	—	—	—	56.6	0.00	56.6	5.66	0.00	—	198
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.62	0.62
Total	20.7	21.2	15.1	158	0.43	0.26	41.5	41.7	0.24	10.5	10.8	70.8	44,816	44,887	9.02	2.00	79.1	45,786
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	18.9	17.1	15.9	130	0.40	0.24	41.5	41.7	0.23	10.5	10.8	—	41,158	41,158	1.87	2.01	2.03	41,805
Area	—	2.39	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Energy	0.02	0.01	0.16	0.13	< 0.005	0.01	—	0.01	0.01	—	0.01	—	884	884	0.10	0.01	—	890
Water	—	—	—	—	—	—	—	—	—	—	—	14.2	36.0	50.2	1.46	0.04	—	97.2
Waste	—	—	—	—	—	—	—	—	—	—	—	56.6	0.00	56.6	5.66	0.00	—	198
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.62	0.62
Total	18.9	19.5	16.1	130	0.40	0.25	41.5	41.7	0.24	10.5	10.8	70.8	42,078	42,149	9.09	2.06	2.66	42,991
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	15.9	14.4	13.8	114	0.34	0.21	35.4	35.6	0.19	8.98	9.17	—	35,459	35,459	1.59	1.73	28.9	36,042
Area	0.53	2.88	0.03	2.98	< 0.005	0.01	—	0.01	< 0.005	—	< 0.005	—	12.2	12.2	< 0.005	< 0.005	—	12.3
Energy	0.02	0.01	0.16	0.13	< 0.005	0.01	—	0.01	0.01	—	0.01	—	884	884	0.10	0.01	—	890
Water	—	—	—	—	—	—	—	—	—	—	—	14.2	36.0	50.2	1.46	0.04	—	97.2
Waste	—	—	—	—	—	—	—	—	—	—	—	56.6	0.00	56.6	5.66	0.00	—	198
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.62	0.62
Total	16.5	17.3	13.9	118	0.35	0.22	35.4	35.6	0.21	8.98	9.19	70.8	36,391	36,462	8.81	1.77	29.5	37,240
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	2.91	2.63	2.51	20.9	0.06	0.04	6.45	6.49	0.04	1.64	1.67	—	5,871	5,871	0.26	0.29	4.78	5,967
Area	0.10	0.53	< 0.005	0.54	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	2.03	2.03	< 0.005	< 0.005	—	2.0

Energy	< 0.005	< 0.005	0.03	0.02	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	146	146	0.02	< 0.005	—	147
Water	—	—	—	—	—	—	—	—	—	—	—	2.35	5.96	8.31	0.24	0.01	—	16.1
Waste	—	—	—	—	—	—	—	—	—	—	—	9.37	0.00	9.37	0.94	0.00	—	32.8
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.10	0.10
Total	3.01	3.16	2.55	21.4	0.06	0.04	6.45	6.49	0.04	1.64	1.68	11.7	6,025	6,037	1.46	0.29	4.89	6,165

4. Operations Emissions Details

4.1. Mobile Emissions by Land Use

4.1.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Strip Mall	19.9	18.1	14.9	154	0.43	0.24	41.5	41.7	0.23	10.5	10.8	—	43,878	43,878	1.80	1.95	78.4	44,583
Total	19.9	18.1	14.9	154	0.43	0.24	41.5	41.7	0.23	10.5	10.8	—	43,878	43,878	1.80	1.95	78.4	44,583
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Strip Mall	18.9	17.1	15.9	130	0.40	0.24	41.5	41.7	0.23	10.5	10.8	—	41,158	41,158	1.87	2.01	2.03	41,805
Total	18.9	17.1	15.9	130	0.40	0.24	41.5	41.7	0.23	10.5	10.8	—	41,158	41,158	1.87	2.01	2.03	41,805
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Strip Mall	2.91	2.63	2.51	20.9	0.06	0.04	6.45	6.49	0.04	1.64	1.67	—	5,871	5,871	0.26	0.29	4.78	5,967
Total	2.91	2.63	2.51	20.9	0.06	0.04	6.45	6.49	0.04	1.64	1.67	—	5,871	5,871	0.26	0.29	4.78	5,967

4.2. Energy

4.2.1. Electricity Emissions By Land Use - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	—	695	695	0.09	0.01	—	700
Total	—	—	—	—	—	—	—	—	—	—	—	—	695	695	0.09	0.01	—	700
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	—	695	695	0.09	0.01	—	700
Total	—	—	—	—	—	—	—	—	—	—	—	—	695	695	0.09	0.01	—	700
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	—	115	115	0.01	< 0.005	—	116
Total	—	—	—	—	—	—	—	—	—	—	—	—	115	115	0.01	< 0.005	—	116

4.2.3. Natural Gas Emissions By Land Use - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Strip Mall	0.02	0.01	0.16	0.13	< 0.005	0.01	—	0.01	0.01	—	0.01	—	189	189	0.02	< 0.005	—	189
Total	0.02	0.01	0.16	0.13	< 0.005	0.01	—	0.01	0.01	—	0.01	—	189	189	0.02	< 0.005	—	189
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Strip Mall	0.02	0.01	0.16	0.13	< 0.005	0.01	—	0.01	0.01	—	0.01	—	189	189	0.02	< 0.005	—	189
Total	0.02	0.01	0.16	0.13	< 0.005	0.01	—	0.01	0.01	—	0.01	—	189	189	0.02	< 0.005	—	189
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Strip Mall	< 0.005	< 0.005	0.03	0.02	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	31.3	31.3	< 0.005	< 0.005	—	31.4
Total	< 0.005	< 0.005	0.03	0.02	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	31.3	31.3	< 0.005	< 0.005	—	31.4

4.3. Area Emissions by Source

4.3.2. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Source	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Consumer Products	—	2.14	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	—	0.25	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Landscape Equipment	0.77	0.71	0.04	4.35	< 0.005	0.01	—	0.01	0.01	—	0.01	—	17.9	17.9	< 0.005	< 0.005	—	17.9
Total	0.77	3.11	0.04	4.35	< 0.005	0.01	—	0.01	0.01	—	0.01	—	17.9	17.9	< 0.005	< 0.005	—	17.9
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Consumer Products	—	2.14	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Architectural Coatings	—	0.25	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	2.39	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Consumer Products	—	0.39	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	—	0.05	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Landscape Equipment	0.10	0.09	< 0.005	0.54	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	2.03	2.03	< 0.005	< 0.005	—	2.04
Total	0.10	0.53	< 0.005	0.54	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	2.03	2.03	< 0.005	< 0.005	—	2.04

4.4. Water Emissions by Land Use

4.4.2. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	14.2	36.0	50.2	1.46	0.04	—	97.2
Total	—	—	—	—	—	—	—	—	—	—	—	14.2	36.0	50.2	1.46	0.04	—	97.2
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	14.2	36.0	50.2	1.46	0.04	—	97.2
Total	—	—	—	—	—	—	—	—	—	—	—	14.2	36.0	50.2	1.46	0.04	—	97.

Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	2.35	5.96	8.31	0.24	0.01	—	16.1
Total	—	—	—	—	—	—	—	—	—	—	—	2.35	5.96	8.31	0.24	0.01	—	16.1

4.5. Waste Emissions by Land Use

4.5.2. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	56.6	0.00	56.6	5.66	0.00	—	198
Total	—	—	—	—	—	—	—	—	—	—	—	56.6	0.00	56.6	5.66	0.00	—	198
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	56.6	0.00	56.6	5.66	0.00	—	198
Total	—	—	—	—	—	—	—	—	—	—	—	56.6	0.00	56.6	5.66	0.00	—	198
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	9.37	0.00	9.37	0.94	0.00	—	32.8
Total	—	—	—	—	—	—	—	—	—	—	—	9.37	0.00	9.37	0.94	0.00	—	32.8

4.6. Refrigerant Emissions by Land Use

4.6.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.62	0.62
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.62	0.62
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.62	0.62
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.62	0.62
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.10	0.10
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.10	0.10

4.7. Offroad Emissions By Equipment Type

4.7.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Equipment Type	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.8. Stationary Emissions By Equipment Type

4.8.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Equipment Type	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.9. User Defined Emissions By Equipment Type

4.9.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Equipment Type	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10. Soil Carbon Accumulation By Vegetation Type

4.10.1. Soil Carbon Accumulation By Vegetation Type - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Vegetation	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10.2. Above and Belowground Carbon Accumulation by Land Use Type - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10.3. Avoided and Sequestered Emissions by Species - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Species	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Removed	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Removed	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Removed	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

5. Activity Data

5.9. Operational Mobile Sources

5.9.1. Unmitigated

Land Use Type	Trips/Weekday	Trips/Saturday	Trips/Sunday	Trips/Year	VMT/Weekday	VMT/Saturday	VMT/Sunday	VMT/Year
Strip Mall	6,443	4,204	2,043	2,005,519	58,488	38,163	18,546	18,205,503

5.10. Operational Area Sources

5.10.1. Hearths

5.10.1.1. Unmitigated

5.10.2. Architectural Coatings

Residential Interior Area Coated (sq ft)	Residential Exterior Area Coated (sq ft)	Non-Residential Interior Area Coated (sq ft)	Non-Residential Exterior Area Coated (sq ft)	Parking Area Coated (sq ft)
0	0.00	150,000	50,000	—

5.10.3. Landscape Equipment

Season	Unit	Value
Snow Days	day/yr	0.00
Summer Days	day/yr	250

5.11. Operational Energy Consumption

5.11.1. Unmitigated

Electricity (kWh/yr) and CO2 and CH4 and N2O and Natural Gas (kBTU/yr)

Land Use	Electricity (kWh/yr)	CO2	CH4	N2O	Natural Gas (kBTU/yr)
Strip Mall	972,833	261	0.0330	0.0040	589,549

5.12. Operational Water and Wastewater Consumption

5.12.1. Unmitigated

Land Use	Indoor Water (gal/year)	Outdoor Water (gal/year)
Strip Mall	7,407,252	0.00

5.13. Operational Waste Generation

5.13.1. Unmitigated

Land Use	Waste (ton/year)	Cogeneration (kWh/year)

Strip Mall	105	—

5.14. Operational Refrigeration and Air Conditioning Equipment

5.14.1. Unmitigated

Land Use Type	Equipment Type	Refrigerant	GWP	Quantity (kg)	Operations Leak Rate	Service Leak Rate	Times Serviced
Strip Mall	Other commercial A/C and heat pumps	R-410A	2,088	< 0.005	4.00	4.00	18.0
Strip Mall	Stand-alone retail refrigerators and freezers	R-134a	1,430	0.04	1.00	0.00	1.00
Strip Mall	Walk-in refrigerators and freezers	R-404A	3,922	< 0.005	7.50	7.50	20.0

5.15. Operational Off-Road Equipment

5.15.1. Unmitigated

Equipment Type	Fuel Type	Engine Tier	Number per Day	Hours Per Day	Horsepower	Load Factor

5.16. Stationary Sources

5.16.1. Emergency Generators and Fire Pumps

Equipment Type	Fuel Type	Number per Day	Hours per Day	Hours per Year	Horsepower	Load Factor

5.16.2. Process Boilers

Equipment Type	Fuel Type	Number	Boiler Rating (MMBtu/hr)	Daily Heat Input (MMBtu/day)	Annual Heat Input (MMBtu/yr)

5.17. User Defined

Equipment Type	Fuel Type
—	—

5.18. Vegetation

5.18.1. Land Use Change

5.18.1.1. Unmitigated

Vegetation Land Use Type	Vegetation Soil Type	Initial Acres	Final Acres

5.18.1. Biomass Cover Type

5.18.1.1. Unmitigated

Biomass Cover Type	Initial Acres	Final Acres

5.18.2. Sequestration

5.18.2.1. Unmitigated

Tree Type	Number	Electricity Saved (kWh/year)	Natural Gas Saved (btu/year)

6. Climate Risk Detailed Report

6.1. Climate Risk Summary

Cal-Adapt midcentury 2040–2059 average projections for four hazards are reported below for your project location. These are under Representation Concentration Pathway (RCP) 8.5 which assumes GHG emissions will continue to rise strongly through 2050 and then plateau around 2100.

Climate Hazard	Result for Project Location	Unit
Temperature and Extreme Heat	19.8	annual days of extreme heat
Extreme Precipitation	3.10	annual days with precipitation above 20 mm

Sea Level Rise	0.00	meters of inundation depth
Wildfire	6.78	annual hectares burned

Temperature and Extreme Heat data are for grid cell in which your project are located. The projection is based on the 98th historical percentile of daily maximum/minimum temperatures from observed historical data (32 climate model ensemble from Cal-Adapt, 2040–2059 average under RCP 8.5). Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.
Extreme Precipitation data are for the grid cell in which your project are located. The threshold of 20 mm is equivalent to about ¾ an inch of rain, which would be light to moderate rainfall if received over a full day or heavy rain if received over a period of 2 to 4 hours. Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.
Sea Level Rise data are for the grid cell in which your project are located. The projections are from Radke et al. (2017), as reported in Cal-Adapt (2040–2059 average under RCP 8.5), and consider different increments of sea level rise coupled with extreme storm events. Users may select from four model simulations to view the range in potential inundation depth for the grid cell. The four simulations make different assumptions about expected rainfall and temperature are: Warmer/drier (HadGEM2-ES), Cooler/wetter (CNRM-CM5), Average conditions (CanESM2), Range of different rainfall and temperature possibilities (MIROC5). Each grid cell is 50 meters (m) by 50 m, or about 164 feet (ft) by 164 ft.
Wildfire data are for the grid cell in which your project are located. The projections are from UC Davis, as reported in Cal-Adapt (2040–2059 average under RCP 8.5), and consider historical data of climate, vegetation, population density, and large (> 400 ha) fire history. Users may select from four model simulations to view the range in potential wildfire probabilities for the grid cell. The four simulations make different assumptions about expected rainfall and temperature are: Warmer/drier (HadGEM2-ES), Cooler/wetter (CNRM-CM5), Average conditions (CanESM2), Range of different rainfall and temperature possibilities (MIROC5). Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.

6.2. Initial Climate Risk Scores

Climate Hazard	Exposure Score	Sensitivity Score	Adaptive Capacity Score	Vulnerability Score
Temperature and Extreme Heat	2	0	0	N/A
Extreme Precipitation	N/A	N/A	N/A	N/A
Sea Level Rise	1	0	0	N/A
Wildfire	1	0	0	N/A
Flooding	N/A	N/A	N/A	N/A
Drought	N/A	N/A	N/A	N/A
Snowpack Reduction	N/A	N/A	N/A	N/A
Air Quality Degradation	0	0	0	N/A

The sensitivity score reflects the extent to which a project would be adversely affected by exposure to a climate hazard. Exposure is rated on a scale of 1 to 5, with a score of 5 representing the greatest exposure.
The adaptive capacity of a project refers to its ability to manage and reduce vulnerabilities from projected climate hazards. Adaptive capacity is rated on a scale of 1 to 5, with a score of 5 representing the greatest ability to adapt.
The overall vulnerability scores are calculated based on the potential impacts and adaptive capacity assessments for each hazard. Scores do not include implementation of climate risk reduction measures.

6.3. Adjusted Climate Risk Scores

Climate Hazard	Exposure Score	Sensitivity Score	Adaptive Capacity Score	Vulnerability Score

Temperature and Extreme Heat	2	1	1	3
Extreme Precipitation	N/A	N/A	N/A	N/A
Sea Level Rise	1	1	1	2
Wildfire	1	1	1	2
Flooding	N/A	N/A	N/A	N/A
Drought	N/A	N/A	N/A	N/A
Snowpack Reduction	N/A	N/A	N/A	N/A
Air Quality Degradation	1	1	1	2

The sensitivity score reflects the extent to which a project would be adversely affected by exposure to a climate hazard. Exposure is rated on a scale of 1 to 5, with a score of 5 representing the greatest exposure.
The adaptive capacity of a project refers to its ability to manage and reduce vulnerabilities from projected climate hazards. Adaptive capacity is rated on a scale of 1 to 5, with a score of 5 representing the greatest ability to adapt.
The overall vulnerability scores are calculated based on the potential impacts and adaptive capacity assessments for each hazard. Scores include implementation of climate risk reduction measures.

6.4. Climate Risk Reduction Measures

7. Health and Equity Details

7.1. CalEnviroScreen 4.0 Scores

The maximum CalEnviroScreen score is 100. A high score (i.e., greater than 50) reflects a higher pollution burden compared to other census tracts in the state.

Indicator	Result for Project Census Tract
Exposure Indicators	—
AQ-Ozone	77.1
AQ-PM	93.4
AQ-DPM	57.1
Drinking Water	100.0
Lead Risk Housing	17.5
Pesticides	84.9
Toxic Releases	67.6

Traffic	18.1
Effect Indicators	—
CleanUp Sites	80.3
Groundwater	98.1
Haz Waste Facilities/Generators	86.6
Impaired Water Bodies	87.0
Solid Waste	98.9
Sensitive Population	—
Asthma	16.5
Cardio-vascular	29.1
Low Birth Weights	49.0
Socioeconomic Factor Indicators	—
Education	52.9
Housing	59.3
Linguistic	68.9
Poverty	35.4
Unemployment	36.4

7.2. Healthy Places Index Scores

The maximum Health Places Index score is 100. A high score (i.e., greater than 50) reflects healthier community conditions compared to other census tracts in the state.

Indicator	Result for Project Census Tract
Economic	—
Above Poverty	73.60451687
Employed	6.274862056
Median HI	76.55588349
Education	—
Bachelor's or higher	64.85307327

High school enrollment	100
Preschool enrollment	66.93186193
Transportation	—
Auto Access	63.41588605
Active commuting	24.5989991
Social	—
2-parent households	66.95752598
Voting	70.69164635
Neighborhood	—
Alcohol availability	97.0101373
Park access	52.77813422
Retail density	10.02181445
Supermarket access	6.557166688
Tree canopy	8.238162453
Housing	—
Homeownership	60.78532016
Housing habitability	61.41408957
Low-inc homeowner severe housing cost burden	71.53856025
Low-inc renter severe housing cost burden	18.38829719
Uncrowded housing	64.30129603
Health Outcomes	—
Insured adults	73.78416528
Arthritis	95.7
Asthma ER Admissions	84.6
High Blood Pressure	97.7
Cancer (excluding skin)	89.7
Asthma	34.7

Coronary Heart Disease	98.7
Chronic Obstructive Pulmonary Disease	94.6
Diagnosed Diabetes	96.0
Life Expectancy at Birth	75.7
Cognitively Disabled	56.3
Physically Disabled	69.8
Heart Attack ER Admissions	68.4
Mental Health Not Good	54.9
Chronic Kidney Disease	97.1
Obesity	68.0
Pedestrian Injuries	19.6
Physical Health Not Good	86.2
Stroke	97.8
Health Risk Behaviors	—
Binge Drinking	28.2
Current Smoker	59.6
No Leisure Time for Physical Activity	76.7
Climate Change Exposures	—
Wildfire Risk	0.0
SLR Inundation Area	0.0
Children	9.0
Elderly	91.7
English Speaking	35.1
Foreign-born	48.1
Outdoor Workers	88.5
Climate Change Adaptive Capacity	—
Impervious Surface Cover	78.1

Traffic Density	21.6
Traffic Access	23.0
Other Indices	—
Hardship	45.2
Other Decision Support	—
2016 Voting	74.7

7.3. Overall Health & Equity Scores

Metric	Result for Project Census Tract
CalEnviroScreen 4.0 Score for Project Location (a)	72.0
Healthy Places Index Score for Project Location (b)	55.0
Project Located in a Designated Disadvantaged Community (Senate Bill 535)	No
Project Located in a Low-Income Community (Assembly Bill 1550)	No
Project Located in a Community Air Protection Program Community (Assembly Bill 617)	No

a: The maximum CalEnviroScreen score is 100. A high score (i.e., greater than 50) reflects a higher pollution burden compared to other census tracts in the state.
b: The maximum Health Places Index score is 100. A high score (i.e., greater than 50) reflects healthier community conditions compared to other census tracts in the state.

7.4. Health & Equity Measures

No Health & Equity Measures selected.

7.5. Evaluation Scorecard

Health & Equity Evaluation Scorecard not completed.

7.6. Health & Equity Custom Measures

No Health & Equity Custom Measures created.

8. User Changes to Default Data

Screen	Justification
Operations: Vehicle Data	Rates taken from Parkside Specific Plan Traffic Analysis

Biological Technical Report for Parkside Specific Plan Amendment (Planning Areas 1-23)

Prepared for:
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1.0 INTRODUCTION

On behalf of Lewis Operating Corp. and Richland Communities, VCS Environmental (VCS) prepared this Biological Technical Report, which incorporates the findings from a biological survey and four focused burrowing owl surveys conducted by VCS on April 14, May 10, June 6, and June 20, 2022. VCS prepared this report to support California Environmental Quality Act (CEQA) documentation for the Parkside Specific Plan Amendment area, including Planning Areas (PA) 1-23 (generally located south of Ontario Ranch Road and West of Archibald Avenue) [herein after referred to as the "Project"] with the City of Ontario (City) as the lead agency.

1.1 Purpose and Approach

This report provides a summary of the conditions present during the April 2022 biological field survey, which included an assessment of the potential presence of sensitive biological resources, and an analysis of the potential impacts to those resources with implementation of the Project. This report also reflects the results literature review and four focused burrowing owl (*Athene cunicularia*) surveys conducted in April, May, and June 2022. This report identifies the current biological resources present within the Project footprint including habitat communities, and the potential for occurrence of special status plant and wildlife species. The potential biological impacts in view of federal, state, and local laws and regulations are also identified in this report. While general biological resources are discussed, the focus of this assessment is on those resources considered to be sensitive. The report also recommends, as appropriate, Best Management Practices (BMPs), avoidance, minimization, and mitigation measures to reduce or avoid potential impacts.

1.2 Terms

The following terms will be used throughout this document and are defined as follows:

- Project Footprint: the approximately 185.81-acre area assessed during the biological survey which encompasses Planning Areas (PAs) 1-23, the approximately 13.00-acre San Bernardino County Flood Control easement located on the eastern side of the property, and the approximately 12.91-acre right of way (ROW) improvement area.

- ROW improvements: the approximately 12.91 acres of ROW expansions where improvements will occur around and within the Property.

- Project site: the remaining approximately 172.91 net acres within the Project Footprint on which the project will occur (excludes ROW improvements).

- Impact area: the entire approximately 185.81-acre area consisting of the Project Footprint that will be permanently impacted by the proposed Project.

- Burrowing Owl Study Area: includes the Project Footprint and a 500-foot buffer around the Project Footprint.

1.3 Project Location

The approximately 185.81-acre Project is located in the City of Ontario, San Bernardino County, California; the site is bounded by Eucalyptus Avenue to the south, Ontario Ranch Road to the north, and Archibald Avenue to the east. An active construction zone occurs directly to the south. The Project is regionally accessible from State Route 60 (SR-60) and Archibald Avenue to the north, and from Interstate 15 (I-15) and Ontario Ranch Road to the east [Figures 1 and 2; Regional Location and Aerial Map, respectively]. The Project is located on the U.S. Geological Survey (USGS) Corona North quadrangle in Section 15, Township 4S, Range 4W (Figure 3).

The Assessor Parcel Numbers (APNs) currently listed in the County of San Bernardino Parcel database as within the Project Footprint are:

021823132, 021806306, 021806306, 021822106, 021823108, 021823116, 021822111, 021823106, 021822110, 021823115, 021807304, 021823131, 021898268, 021807307, 021806305, 021807305, 021823124, 021823123, 021823109, 021823138, 021823134, 021823139, 021805306, 021823111, 021823136, 021805306, 021805305, 021805304, 021822108, 021898230, 021823110, 021898231, 021898232, 021898233, 021898234, 021898207, 021898235, 021898236, 021898237, 021898238, 021898239, 021898225, 021898226, 021898227, 021898228, 021898229, 021898221, 021898222, 021898223, 021898224, 021898210, 021898211, 021898212, 021898213, 021898214, 021898260, 021898261, 021898262, 021806304, 021806307, 021898263, 021898217, 021898218, 021898219, 021898220, 021898209, 021898209, 021898254, 021898255, 021898256, 021898215, 021898216, 021823113, 021807306, 021898264, 021898265, 021898266, 021898267, 021898257, 021898258, 021898259, 021898250, 021898251, 021898252, 021898253, 021898240, 021898241, 021898242, 021822105, 021807306, 021898243, 021898244, 021898245, 021898246, 021898247, 021898248, 021898249, 021898208, 021898205, 021805303, 021898205, 021822107, and 021818117.

1.4 Regional Environmental Setting

The Project is located between the San Gabriel Mountains to the north and the Santa Ana Mountains to the south. This area of San Bernardino County is characterized by intense agricultural uses, including numerous dairy farming operations. The general area is converting into residential

and related developments; thus, it exhibits a mosaic of developed and partially developed parcels, demolished and partially demolished dairies and farms, cleared lands, and active agricultural operations. The site is located five miles northwest of the Hidden Valley Wildlife Area and Prado Regional Park is located five miles southwest of the Project.

2.0 PROJECT DESCRIPTION

The proposed Project involves an Amendment to the Parkside Project Specific Plan. This Specific Plan Amendment (2022) modifies the permitted units allowed in the unbuilt Planning Areas of the Parkside Specific Plan boundary. Consistent with the proposed The Ontario Plan 2050 Update, density in these Planning Areas can range from 11.1 to 25 dwelling units per acre. Additionally, in compliance with the TOP update The Ontario Plan 2050 Update, PA-19, has reduced in size, thus granting more area for residential development. The Project, including PAs 1-23 and associated right-of-way (ROW) improvements, totals approximately 185.81 acres (see Figure 4; Land Use Plan). The approximately 1-acre area of ROW improvements on the existing bridge overlying Cucamonga Creek will not result in impacts to the Creek, channel, or jurisdictional areas.

It is assumed for purposes of this biological study that the entirety of the 2022 Amendment 185.81-acre area surveyed during the biological assessment (including PA 1-23) subject to the proposed Specific Plan Amendment and General Plan Amendment will be disturbed with future implementation of uses allowed by the proposed Specific Plan Amendment.

2.1 Current Conditions and Past Site Use

The Project is surrounded by agricultural lands such as dairies and row crops to the north and west. The area to the south is an active residential development; portions of which are within the larger Parkside Specific Plan. The Project Footprint supports four vegetation communities/land cover types. These vegetation communities/land cover types include Disturbed/Developed, Agricultural Row Crops, Herbaceous Non-native Forbs and Grasses, *Tamarix* spp. Stands and *Nicotiana Glauca* Stands. Site photographs are attached as Appendix A.

The Project Footprint is generally flat with elevations ranging from approximately 675 to 710 feet (205 to 216 meters) above mean sea level (MSL) (Google Earth 2022).

No special status species plant or animal species were observed onsite. The site does not contain aquatic features containing jurisdictional waters of the U.S. or waters of the State.

2.2 City of Ontario Sphere of Influence General Plan Amendment, Final EIR, and Settlement Agreement

As further discussed in Section 5.4.1, Environmental Setting, of *The Ontario Plan Final Environmental Impact Report* (State Clearinghouse [SCH] No. 2008101140) (TOP Final EIR), in accordance with the Mitigation Fee Act (California Government Code, Section 66000 et seq.), the City of Ontario established a development impact fee for development in the New Model Community (NMC). The primary purpose of the fee is to acquire and restore mitigation lands to offset impacts to species now living in the NMC and impacts to existing open space. Fees collected

will be used to advance the goals, objectives and policies set forth in the General Plan Amendment (GPA) for the NMC adopted in 1998 and any subsequent general plan amendment. Residential, commercial, and industrial development is required to pay $4,320 per acre for the acquisition of open space.

The proposed 2021 Amendment is also subject to the applicable terms and conditions of the Settlement and General Release Agreement, November 28, 2001 (the Agreement). The purpose of the Agreement is to settle and release fully and completely all claims of Endangered Habitats League and Sierra Club (Petitioners) in a lawsuit against the City of Ontario (the Respondent) commenced in February 1998. The Agreement addressed and provided mitigation for certain potential future environmental effects that could result from development, and covered potential environmental impacts to the Burrowing Owl, the Delhi Sands Flower-loving Fly, raptor foraging and wildlife habitat, loss of open space, and actual and potential habitat and agricultural lands. The Agreement also covered other sensitive species, both listed and non-listed, that inhabit or may inhabit similar habitat. Mitigation measures included in the Agreement which relate to biological resources include such things as the City's establishment of a mitigation fee based on developable acres, the City's establishment of long-term habitat area(s), management of said habitat by a land trust (or other conservation entity), and the requirement for biological studies in conjunction with CEQA and development applications. The GPA for the NMC Final EIR is presumed to be legally adequate based on the Settlement Agreement and inclusion of the mitigation measures established therein.

3.0 REGULATORY CONTEXT

The following is a list of the relevant federal, state, and local laws and regulations that apply to protecting plant communities, plants, wildlife, and water quality resources.

Agency/ Organization	Laws/Regulations	Notes
Federal	Clean Water Act (CWA) Section 401	Jurisdictional Waters of the State or Waters of the U.S. are considered absent within the Project Footprint; therefore, a Section 401 permit from the Regional Water Quality Control Board (RWQCB) would not be required.
	CWA Section 404	Jurisdictional Waters of the U.S. are considered absent within the Project Footprint; therefore, no impacts will occur, and a Section 404 permit would not be required from the United States Army Corps of Engineers (USACE).
	CWA Section 408	No facilities subject to Section 408 occur within the Project.
	Migratory Bird Treaty Act (MBTA)	Compliance with the MBTA will be achieved with pre-construction surveys for nesting birds within three days prior to initiation of work.
	Endangered Species Act (ESA)	No federally listed species were observed on the Project Footprint during the 2022 surveys and are not considered to have moderate or high potential to occur within the Project Footprint.
State	Fish and Game Code (FGC) Section 1600	Jurisdictional Waters of the State are considered absent within the Project Footprint; therefore, a Streambed Alteration Agreement through California Department of Fish and Wildlife (CDFW) would not be required.
	FGC Sections 3503, 3503.5, and 3513	These FGC sections offer protection of nesting birds, birds-of-prey, and migratory birds. Compliance will be maintained with a pre-construction survey for nesting birds (including birds-of-prey and migratory birds) within three days prior to initiation of work.
	FGC Section 4150	Prohibits incidental or deliberate "take" of non-game mammals, including bats. The potential for bat roosting is low within the Project Footprint; incidental take of bats is not anticipated with implementation of Project activities.
	California Endangered Species Act (CESA)	No state listed species were observed within the Project Footprint during the 2022 survey and are not considered to have moderate or high potential to occur within the Project Footprint.
	Porter-Cologne Water Quality Control Act and Waste Discharge Requirements (WDR)	Jurisdictional Waters of the State are considered absent within the Project Footprint; therefore, a WDR from the RWQCB would not be required.

City of Ontario	Landscape Division 6.05.020 Tree Preservation Policy and Protection Measures	This code establishes policies and measures that will further the preservation, protection, and maintenance of established and healthy heritage trees, landmark, or significant outstanding features, and/or native trees within the City. Heritage, native and/or landmark significant trees were not observed within the Project Footprint, therefore, no preservation or protection measures for trees will be required.

3.1 Impacts Terminology

Potential impacts to biological resources that could result from implementation of the proposed Project are discussed in each of the Vegetation, Wildlife, and Jurisdictional Waters sections presented in this report.

Biological resources may be either directly or indirectly impacted by a project. Furthermore, direct and indirect impacts may be either permanent or temporary in nature. These impact categories are defined below. These terms will be used throughout the document.

- Direct Impact: Any loss, alteration, disturbance, or destruction of biological resources that would result from project-related activities is a direct impact. Examples include vegetation clearing, encroaching into wetlands, diverting natural surface water flows, and the loss of individual species and/or their habitats. Direct impacts are long-term.

- Indirect Impact: As a result of project-related activities, biological resources may also be affected in a manner that is not direct. Examples of indirect impacts include elevated noise, light, and dust levels, increased human activity, decreased water quality, erosion created by the removal of vegetation, and the introduction of invasive plants and unnatural predators (e.g., domestic cats and dogs). These indirect impacts may be both short-term and long-term in their extent.

- Permanent Impacts: All impacts that result in the long-term or irreversible removal of biological resources are considered permanent. Examples include constructing a building or permanent road on an area containing biological resources.

- Temporary Impacts: Any impacts considered to have reversible effects on biological resources can be viewed as temporary. Examples include the generation of fugitive dust during construction, removing vegetation, and either allowing the natural vegetation to recolonize or actively revegetating the impact area.

Under each section, potential impacts are discussed.

4.0 VEGETATION

4.1 Literature Review

4.1.1 Sensitive Plant Communities

Sensitive plant communities (sensitive habitats) as defined below, are of limited distribution statewide or within a county or region and are often vulnerable to environmental effects of projects. Sensitive habitats are often threatened with local extirpation and are therefore considered as valuable biological resources. Plant communities are considered "sensitive" by the California Native Plant Society (CNPS) and CDFW if they meet any of the following criteria listed below.

- The habitat is recognized and considered sensitive by CDFW, United States Fish and Wildlife Service (USFWS), and/or special interest groups such as CNPS.
- The habitat is under the jurisdiction of the USACE pursuant to Section 404 of the CWA.
- The habitat is under the jurisdiction of the CDFW pursuant to Sections 1600 through 1612 of the FGC.
- The habitat is known or believed to be of high priority for inventory in the California Natural Diversity Database (CNDDB).
- The habitat is considered regionally rare.
- The habitat has undergone a large-scale reduction due to increased encroachment and development.
- The habitat supports special status plant and/or wildlife species (defined below).
- The habitat functions as an important corridor for wildlife movement.

The most current version of CDFW's List of California Sensitive Natural Communities indicates which natural communities are sensitive given the current state of the California classification (CDFW 2022b).

4.1.2 Special Status Plants

Species of plants are afforded "special status" by federal agencies, state agencies, and/or non-governmental organizations (e.g., USFWS, CDFW, CNPS, and United States Forest Service [USFS]) because of their recognized rarity, potential vulnerability to extinction, and local importance. These species typically have a limited geographic range and/or limited habitat and are referred to

collectively as "special status" species. Plant species are considered "special status" species if they meet any of the following criteria:

- Taxa with official status under ESA, CESA, and/or the Native Plant Protection Act (NPPA).
- Taxa proposed for listing under ESA and/or CESA.
- Taxa identified as sensitive, unique or rare, by the USFWS, CDFW, USFS, and/or the Bureau of Land Management (BLM).
- Plants that meet the definition of rare or endangered under the California Environmental Quality Act (CEQA) §15380(b) and (d). Species that may meet the definition of rare or endangered include the following:
  - Species considered by CNPS and CDFW to be "rare, threatened or endangered in California" (California Rare Plant Rank [CRPR] 1A, 1B and 2; CNPS 2022). A majority of the CRPR 3 and CRPR 4 plant species generally do not qualify for protection under CESA and NPPA.
  - Species that may warrant consideration on the basis of local significance or recent biological information.
  - Some species included on the CNDDB Special Vascular Plants, Bryophytes, and Lichens List (CDFW 2022c).
- Considered a locally significant species, that is, a species that is not rare from a statewide perspective but is rare or uncommon in a local context such as within a county or region (CEQA §15125 (c)) or is so designated in local or regional plans, policies, or ordinances. Examples include a species at the outer limits of its known range or a species occurring on an uncommon soil type.

Available literature and databases were reviewed regarding sensitive habitats and special status plant species. Special status plant species that have the potential to occur within the immediate region of the Project were identified. Several agencies, including the USFWS, CDFW, and CNPS publish lists of particular taxa (species and subspecies) and the associated level of protection or concern associated with each. Reviewed and consulted literature and databases focused on the Project Footprint and included the following sources listed below:

- The CNDDB, a CDFW species account database that inventories status and locations of rare plants and wildlife in California, was used to identify any sensitive plant communities and special status plants that may exist within the following USGS Quadrangles: Ontario, Guasti, Fontana, Prado Dam, Corona North, and Riverside West (CDFW 2022a).

- Online CNPS Inventory of Rare and Endangered Plants of California (CNPS 2022). A search for the following USGS 7.5-Minute Topographic Map Quadrangles provided information regarding the distribution and habitats of special status vascular plants in the vicinity of the Project: Ontario, Guasti, Fontana, Prado Dam, Corona North, and Riverside West.

- A map of USFWS critical habitat to determine species with critical habitat mapped in the general vicinity of the Project (USFWS 2022a).

- Pertinent maps, scientific literature, websites, and regional flora and fauna field guides.

As noted previously, species occurrence and distribution information are often based on documented occurrences where opportunistic surveys have taken place; therefore, a lack of records does not necessarily indicate that a given species is absent from the Project Footprint.

4.1.3 Previous Biological Assessments

Previous biological assessments were reviewed prior to field visits to determine potential for sensitive plant species. General biological surveys, which included an evaluation for sensitive plant species and communities, were previously conducted within the Project Footprint by ENVIRA in January 2004 (Natural Resources Assessment, Inc. 2004). Please note, these surveys included the entire Project Footprint plus additional areas.

4.2 Field Methodology

4.2.1 Field Surveys

A general biological survey was conducted within the Project Footprint on April 14, 2022 by VCS biologists Darcy Hardwick, Wade Caffrey, Molly Burdick-Whipp and Nathalie Munoz. The remaining three focused burrowing owl surveys were conducted on May 10, June 6, and June 20, 2022. During the both the general biological survey and focused burrowing owl surveys, the biologists walked the entirety of the Project Footprint, paying special attention to those areas that could host sensitive vegetation communities or had the potential to provide suitable habitat for special status plant species. Plant species were identified using plant field and taxonomical guides, such as The Jepson Manual: Vascular Plants of California, second edition (Baldwin et al. 2012). All plant species encountered during the field survey were identified and recorded in field notes.

The vegetation communities and habitat conditions were inspected to confirm presence and habitat quality of the vegetation found onsite. Where appropriate, descriptions of vegetation communities from the Manual of California Vegetation (MCV) second edition (Sawyer et al. 2009) were also utilized. Any deviations from standard vegetation classifications were made on best professional judgment when areas did not fit into a specific habitat description provided by the

MCV. Vegetation communities were mapped using field observations and utilizing aerial imagery. Plant species were identified in the field.

Scientific and common names for those species that are considered special status conform to the *Special Vascular Plants, Bryophytes, and Lichens List* (CDFW 2022c). Non-special status scientific and common names conform to the Jepson eFlora (Jepson Flora Project 2017).

4.3 Results

4.3.1 Previous Biological Reports

No sensitive plant species or communities were observed and it was determined there was no potential for sensitive plant species or communities at the time of the 2004 General Biological Assessment Report. The 2004 Report noted that a majority of the Project Footprint was devoid of vegetation or planted in row crops. The 2004 Report also noted scattered eucalyptus trees (*Eucalyptus* sp.) and tamarisk (*Tamarix* sp.) across the property as well as cattail (*Typha latifolia*) and stinging nettle (*Urtica dioca*) present around an agricultural pond which was filled around 2008 and is no longer present.

4.3.2 Vegetation Communities/Land Cover

Vegetation/land cover mapping and acreages for each vegetation community and land type within the Project Footprint can be found in Table 1 and are depicted on Figure 5 (Vegetation/Land Cover Map) per the April 2022 general biological survey. The majority of the Project Footprint is highly disturbed. During vegetation mapping of the Project, one vegetation alliance, Tamarisk thickets (*Tamarix* spp. Shrubland Semi-Natural Alliance), was identified. Two additional vegetation types are identified that did not meet alliance membership requirements of the Manual of California Vegetation (MVC, 2009). Detailed descriptions of each of these vegetation/land type including Agricultural Row Crops and Herbaceous Non-native Forbs and Grasses can be found below. These lands were nearly devoid of native plant species. Those native plant species present are "ruderal/weedy" in habit, in that they commonly occur in highly disturbed conditions.

Representative photographs of the Project Footprint are included as Appendix A.

Table 1. Vegetation Communities/Land Cover Observed

Vegetation Community/Land Cover Type	Project Footprint	
	Project Site (Acres)	ROW Improvements (acres)
Disturbed/Developed	21.02	11.80
Agricultural – Row Crops	110.05	0.08
Herbaceous Non-native Forbs and Grasses	41.29	0.03

Vegetation Community/Land Cover Type	Project Footprint	
	Project Site (Acres)	ROW Improvements (acres)
Tamarisk thickets	0.54	-
Total	**172.91***	**11.91****

**Sum is 0.01 acre smaller due to rounding. Correct total is 172.91 ac. **ROW impacts are less than ROW Improvement area, because no impacts will occur within Cucamonga Creek.*

Disturbed/Developed

Approximately 21.02 acres of disturbed/developed land cover was mapped within the Project site, while 11.80 acres was mapped within the ROW improvement area. The disturbed/developed areas include unpaved and paved roads, the outskirts of the existing agricultural crop fields and other construction related debris.

Agricultural – Row Crops

Approximately 110.05 acres of the land within the Project Site is considered agricultural row crops. The western half of the Project site (west of Cucamonga Creek) is an active agricultural and irrigated crop production site. An additional 0.08 acres of agricultural row crops are located within the ROW improvement areas.

Herbaceous Non-native Forbs and Grasses

Approximately 41.29 acres of the Project site are considered herbaceous non-native forbs and grasses. An additional 0.03 acres was mapped within the ROW improvements area. This land cover is located mainly on the eastern portions of the Project site (east of Cucamonga Creek) and is dominated by ruderal non-native herbaceous vegetation such as cheeseweed (*Malva parviflora*), london rocket (*Sisymbrium irio*), stinknet (*Oncosiphon pilulifer*) and Russian thistle (*Salsola tragus).* Native species observed within this land cover include common fiddleneck (*Amsinckia* sp.).

Tamarisk thickets - Tamarix spp*. Shrubland Semi-Natural Alliance*

Approximately 0.54 acre of tamarisk thickets was mapped within the Project site. This vegetation/land cover located in the western portion of the site is dominated in the shrub and tree canopy by *Tamarix ramosissima*.

4.3.3 Special Status Vegetation Communities

The site does not support any sensitive vegetation communities. Additionally, no sensitive communities were reported in the CNDDB within two miles of the Project Footprint.

4.3.4 Plants

A total of 25 plant species were observed within the Project Footprint during the biological surveys and are listed in Appendix B.

4.3.5 Sensitive Plant Species with Potential to Occur

Sensitive plant species include federally, or state listed threatened or endangered species and those species listed on CNPS's rare and endangered plant inventory. Species with the potential to occur onsite were analyzed based on distribution, habitat requirements, and existing site conditions, and are listed in Appendix C.

No sensitive plant species were observed within the Project Footprint during the April 2022 biological survey. Based on the habitat found onsite, special status plant species are not likely to occur onsite, primarily based on the absence of suitable habitat and highly disturbed soils due to current and previous agriculture.

An assessment of sensitive plant species and their potential to occur, as well as their federal/ state/local classifications, are listed in Appendix C.

4.4 Project Impacts

4.4.1 Potential Impacts to Vegetation Communities

Potential impacts to vegetation communities/land cover types due to implementation of the Project includes the entire Project Footprint, totaling approximately 236 acres, which includes the habitat types shown in Table 1 (Section 4.3.1 above) and Figure 5. The proposed Project will not impact any native habitats or any special-status habitats.

Direct impacts to disturbed/developed, herbaceous non-native forbs and grasses, tamarisk thickets, and agricultural vegetation/land cover types are considered less than significant because these habitats/land covers are common in the surrounding vicinity and do not represent CNDDB or CDFW sensitive plant communities.

4.4.2 Potential Impacts to Special Status Plants

None of the forty-four special status plant species that have been reported to occur in the vicinity of the Project are expected to occur within the Project Footprint. Based on the high levels of disturbance, low habitat quality and the lack of detection of any special-status plants during the biological survey, the Project is not expected to impact any special-status plant species. Based on the habitat found onsite, no direct impacts are expected to occur as a result of Project implementation and no mitigation is recommended.

5.0 WILDLIFE

5.1 Literature Review

Species of wildlife are afforded "special status" by federal agencies, state agencies, and/or non-governmental organizations because of their recognized rarity, potential vulnerability to extinction, and local importance. These species typically have a limited geographic range and/or limited habitat and are referred to collectively as "special status" species. Wildlife species were considered "special status" species if they meet any of the following criteria:

- Taxa with official status under ESA or CESA.
- Taxa proposed for listing under ESA and/or CESA.
- Taxa designated a species of special concern by CDFW.
- Taxa designated a state fully protected species by CDFW.
- Taxa identified as sensitive, unique or rare, by the USFWS, CDFW, USFS, and/or BLM.
- Taxa that meet the definition of rare or endangered under the CEQA §15380(b) and (d).
- Species considered locally significant; that is, a species that is not rare from a statewide perspective but is rare or uncommon in a local context such as within a county or region (CEQA §15125 (c)) or is so designated in local or regional plans, policies, or ordinances. Examples include a species at the outer limits of its known range.

Special status wildlife species that have the potential to occur within the immediate region of the Project were identified. Several agencies, including the USFWS and CDFW publish lists of particular taxa (species and subspecies) and the associated level of protection or concern associated with each. Reviewed and consulted literature and databases focused on the Project Footprint and included the following sources listed below:

- The CNDDB was used to identify any special status wildlife that may exist within the following USGS Quadrangles: Ontario, Guasti, Fontana, Prado Dam, Corona North, and Riverside West. CNDDB records are generally used as a starting point when determining what special status species, if any, may occur in a particular area. However, these records may be old, lack of data not yet entered, and do not represent all the special status species that could be in that particular area (Figure 6 – Critical Habitat and CNDDB Occurrences).
- A map of USFWS critical habitat to determine species with critical habitat mapped in the general vicinity of the Project (USFWS 2021a).

- Pertinent maps, scientific literature, websites, and regional flora and fauna field guides.

The literature review provided a baseline from which to inventory the biological resources potentially occurring within the Project Footprint, as well as the surrounding area. Although the inventory list of special status wildlife species was not exhaustive of all species that might be of concern for the property, it provided a wide range of species that are representative of the wildland habitats in the area. Species occurrence and distribution information is often based on documented occurrences where opportunistic surveys have taken place; therefore, a lack of records does not necessarily indicate that a given species is absent from the Project Footprint.

5.1.1 Previous Biological Assessments

Previous biological assessments were reviewed prior to field visits to determine potential for sensitive wildlife species. General biological surveys were previously conducted within the Project Footprint by ENVIRA in January 2004, when a burrowing owl was observed onsite. Focused Delhi sands flower-loving fly (DSF) surveys were conducted by Larry Munsey International in 2002 and 2003 (Natural Resources Assessment, Inc. 2004), with an additional DSF habitat assessment survey was conducted by Ken Osborne in 2022. Please note, these surveys included the entire Project Footprint plus additional areas.

5.2 Field Methodology

The purpose of the April 14, 2022 biological survey was to note and identify habitat areas that could be suitable for special status wildlife species. All wildlife species encountered visually or audibly during the field survey were identified and recorded in field notes. Signs of wildlife species including wildlife tracks, burrows, nests, scat and remains, were also recorded. Binoculars were used to aid in the identification of observed wildlife and in areas not accessible on foot. Wildlife field guides and photographs were used to assist with identification of wildlife species during the field survey, as necessary. A one-day survey cannot be used to conclusively determine presence or absence of a species; therefore, assessments of presence/absence and potential for occurrence were made based on presence of suitable habitat to support the species, diagnostic signs (burrows, scat, tracks, vocalizations, and nests), known records or occurrence within the area, known distribution and elevation range, and habitat utilization from the relevant literature.

5.2.1 Burrowing Owl Habitat Assessment and Four Focused Surveys

A habitat assessment and initial focused survey for burrowing owl was conducted by VCS Biologists on April 14, 2022 concurrent with the general field biological survey. The remaining three focused burrowing owl surveys were conducted on May 10, June 6, and June 20, 2022. The habitat assessment and focused surveys were conducted on foot by walking transects at an appropriate distance apart, visually inspecting and mapping all suitable burrows and notable features within

the burrowing owl study area. The burrowing owl study area includes the Project Footprint plus a 500-ft buffer (Figure 7 – Burrowing Owl Study Area).

The surveys were conducted according to the CDFW survey guidelines described in the Staff Report on Burrowing Owl Mitigation (CDFW 2012) [Staff Report], to determine the presence or absence and suitable habitat within the Burrowing Owl Study Area. The survey was not conducted during rain, high winds (>20 kilometers per hour), dense fog, cloud cover >75%, or temperatures above 90°F.

During the surveys, VCS paid special attention to those habitat areas that appeared to provide suitable habitat for burrowing owl. The methods used to detect and identify burrowing owl included observation of key signs such as sight, scat, tracks, burrows, nests, and calls. All encountered burrows or structure entrances were checked for the presence of burring owls, molted feathers, cast pellets, prey remains, eggshell fragments, tracks, or excrement at or near a burrow entrance. Natural or man-made structures and debris piles that could support burrowing owls were also surveyed. All burrows were monitored at a short distance from the entrance, and at a location that would not interfere with owl behavior.

Onsite soil conditions, topography, vegetative communities, and habitat quality were documented during the field survey. All wildlife species encountered visually or audibly during the field survey were identified and recorded in field notes. Binoculars were used to aid in the identification of observed wildlife.

5.3 Results

A total of 27 wildlife species or signs thereof were observed during the April 2022 general field survey and the April, May, and June 2022 focused burrowing owl surveys. The wildlife species or signs thereof observed during the field survey are listed in Appendix B and discussed below.

5.3.1 Fish

Natural drainages or areas of open water containing suitable fish habitat were not present within the Project Footprint. Therefore, no fish were observed or are expected to occur on the site.

5.3.2 Amphibians

Amphibians are small invertebrates that need water, or a moist environment for at least a portion of their life cycle and many require standing or flowing water for reproduction. Terrestrial species may or may not require standing water for reproduction. These species are able to survive in dry areas by aestivating (i.e., remaining beneath the soil in burrows or under logs and leaf litter, and emerging only when temperatures are low and humidity is high). Many of these species' habitats are associated with water and they emerge to breed once the rainy season begins.

During the general biological survey and focused burrowing owl surveys, no amphibian species were observed within the Project Footprint. Common amphibian species have a low potential to occur on the site due to a lack of suitable habitat.

5.3.3 Reptiles

Reptiles are air-breathing vertebrates covered in special skin made up of scales, bony plates, or a combination of both. Reptiles live in a wide range of habitats. Lizards are all terrestrial, but their habitats may range from deserts to rainforests, and from underground burrows to the tops of trees. Most snakes are terrestrial and live in a wide range of habitats, but some snakes are aquatic.

During the general biological survey and focused burrowing owl surveys, only one species of reptile was observed: the western fence lizard (*Sceloporus occidentalis*). Other species have low potential to occur onsite due to the current levels of disturbance within the Project Footprint.

5.3.4 Birds

During the biological survey and focused burrowing owl surveys, common birds observed include house finch (*Haemorhous mexicanus)*, American crow (*Corvus brachyrhynchos*) and mourning dove (*Zenaida macroura*). Raptors observed on the site included only the red-tailed hawk (*Buteo jamaicensis*).

5.3.5 Mammals

During the biological survey and focused burrowing owl surveys, mammal species observed within the Project Footprint included coyote (*Canis latrans),* California ground squirrel (*Spermophilus beecheyi*), and desert cottontail (*Sylvilagus audubonii*).

5.3.6 Insects

5.3.6.1 Delhi Sands Flower-loving Fly

A habitat suitability evaluation was performed in 2022 by Ken H. Osborne. The entire Project footprint was considered unsuitable for DFS due to lands managed with irrigated crops and areas contaminated with organic debris derived from its history in dairy operations as to be unsuitable for DFS (Appendix D).

5.3.7 Sensitive Wildlife Species with Potential to Occur

Sensitive wildlife species include the following classifications: federally or state listed threatened or endangered species, California species of special concern, and fully protected and protected species (as designated by CDFW). Species with the potential to occur onsite were analyzed based on distribution, habitat requirements, and existing site conditions.

Sensitive wildlife species with at least moderate potential to occur, or greater, but not observed during the biological survey include:

- burrowing owl (*Athene cunicularia*), a CDFW Species of Special Concern (SSC). Not observed. High Potential.

A complete list of sensitive wildlife species analyzed with potential to occur within the Project Footprint is included in Appendix C. The sensitive species noted above are described in further detail below.

5.3.7.1 Burrowing Owl

The burrowing owl is a small, tan, ground-dwelling owl that occupies and nests in underground burrows. The species is associated with grasslands and other arid open terrain throughout much of the western United States. A disjunct population of this owl also occurs in Florida. Burrowing owls are opportunistic in their selection of burrows, typically utilizing the burrows of small mammals, drainpipes, culverts and other suitable cavities at or below ground level. In California, the species often occurs in association with colonies of the California ground squirrel (*Otospermophilus beecheyi*), where it makes use of the squirrel's burrows. A burrow can be up to 10 feet in length with an enlarged terminal nesting chamber. The entrance of the burrow is often adorned with animal dung, feathers, debris, and other small objects. The species is active both at day and at night and may be seen perching conspicuously on fence posts or standing at the entrance of their burrows.

During the four focused burrowing owl surveys, no burrowing owls or evidence thereof (i.e., whitewash, pellets, feathers, tracks, eggshell fragments, nest adornment materials, etc.) were observed within the Burrowing Owl Study Area. The eastern portions of the site and outskirts of the western portion provide somewhat suitable habitat within the disturbed/non-native vegetation patches where some suitable burrows were observed.

While no burrowing owls were observed within the Project Footprint or surrounding 500-foot buffer during the survey, the site provides suitable shelter and nesting habitat for burrowing owls and they have been observed in close proximity to the Burrowing Owl Study Area, and previously in 2004 (ENVIRA, 2004); therefore, there is potential for the species to occur on or adjacent to the Project in the future. A pre-construction burrowing owl survey is recommended within 30 days prior to the start of project impact activities to make sure burrowing owl have not colonized the site.

5.3.8 Critical Habitat

The USFWS's online service for information regarding Threatened and Endangered Species Final Critical Habitat designation within California was reviewed to determine if the Project Footprint

occurs within any species designated Critical Habitat. No Critical Habitat exists within 2 miles of the site. The nearest critical habitat is approximately 3 miles south of the Project Footprint and is designated for least Bell's vireo (*Viero bellii pusillus*) and southwestern willow flycatcher (*Empidonax traillii extimus*). No suitable habitat is present within the Project Footprint for these species.

5.3.9 Wildlife Movement

Wildlife corridors link together areas of suitable habitat that are otherwise separated by rugged terrain, changes in vegetation, or human disturbance. The fragmentation of open space areas by urbanization creates isolated "islands" of wildlife habitat. Corridors effectively act as links between different populations of a species. An increase in a population's genetic variability is generally associated with an increase in a population's health.

Corridors mitigate the effects of habitat fragmentation by:

- Allowing wildlife to move between remaining habitats, which allows depleted populations to be replenished and promotes genetic diversity;
- Providing escape routes from fire, predators, and human disturbances, thus reducing the risk that catastrophic events (such as fires or disease) will result in population or local species extinction; and
- Serving as travel routes for individual wildlife species as they move within their home ranges in search of food, water, mates, and other needs (Fahrig and Merriam 1985, Simberloff and Cox 1987, Harris and Gallagher 1989).

Wildlife movement activities usually fall into one of three movement categories:

- Dispersal (e.g., juvenile animals from natal areas, individuals extending range distributions);
- Seasonal migration; and
- Movements related to home range activities (foraging for food or water, defending territories, searching for mates, breeding areas, or cover).

The Project is located within a mosaic of developed and partially developed parcels, cleared lands, dairy farms, livestock, and agriculture areas. These areas do not have native habitat and are managed as business operations. Because these industries include open fields for their operation, it is possible the Project Footprint may play a minor role in local wildlife dispersal and foraging. Common wildlife species including coyotes, skunks, opossums, and raccoons may to travel through the site and neighboring developed areas, but the site does not provide connectivity between

large areas of open space on a local or regional scale. The site is not within a significant regional wildlife movement corridor and is not considered to play a role for local or regional wildlife movement.

5.3.10 Avian Nesting and Bat Roosts

There is potential for avian nesting within the Project Footprint. The tamarisk thickets located within the western portion of the Project Footprint and residential ornamental trees provide suitable habitat for avian species that nest in trees. The agricultural and other disturbed fields provide suitable nesting habitat for ground-nesting avian species. There is low potential for bat roosting to occur within the Project Footprint. Biologists did not observe signs of nesting activity or bat roosting within the site during the general biological survey; inactive nests were observed within the tamarisk thickets.

5.4 Project Impacts to Wildlife

5.4.1 Potential Impacts to Special Status Wildlife

One sensitive wildlife species exhibits moderate potential to occur on the site. Burrowing owl are known to use both fallow and active agricultural fields for foraging and nesting. Suitably sized burrows were primarily observed on soil berms, debris piles, and pipes located in disturbed/developed land cover within the eastern and western portions of the Project Footprint. This species was not detected during the biological field visit and burrowing owl habitat assessment conducted in September 2021, or the focused burrowing owl surveys in April, May, and June 2022; however, the species has a high potential to occur as it has been observed previously on the site in 2004 (ENVIRA). If the site were to be colonized, impacts to the burrowing owl would be considered potentially significant under Section 15380 of the CEQA guidelines due to this species' decline in the region. Construction activities within the Project Footprint would be implemented in accordance with mitigation requirements outlined in Section 8.0 below.

The remaining species listed in Appendix C are not expected to occur within the Project Footprint due to the lack of suitable habitat. Therefore, there would be no impact on these species and no mitigation would be required.

With the inclusion of standard BMPs as noted in Section 7.0, *Best Management Practices*, and mitigation recommendations in Section 8.0, *Mitigation Recommendations*, potential impacts to these special status wildlife species would be considered less than significant.

5.4.2 Potential Impacts to Critical Habitat

The Project does not fall within any Critical Habitat.

5.4.3 Potential Impacts to Wildlife Movement/Nesting/Bat Roosts

Wildlife Movement

As described earlier, the Project Footprint may serve a function in local wildlife dispersal and foraging; however, due to the disturbed nature of the site and the degraded habitats, the loss of foraging habitat and/or effect on local wildlife movement would be less than significant. No long-term or significant effects to wildlife movement are anticipated due to Project implementation.

Nesting Birds/Raptor Foraging Habitat

Due to the potential for onsite bird nesting and marginal foraging habitat for raptors including eucalyptus and tamarisk, Project construction could result in impacts to nesting birds. Recommended measures include a pre-construction nesting bird survey and biological monitoring as needed, to avoid impacts. These recommended BMP's and are outlined in Section 8.0, *Mitigation Recommendations.* These measures would ensure potential impacts to nesting birds are less than significant.

Bat Foraging Habitat

The potential for bat roosting is low within the Project Footprint and moderate within the 500-foot buffer, while the existing vegetation onsite may represent suitable foraging habitat. However, this impact on foraging habitat would be less than significant given the availability of habitat remaining in the region and the suitable offsite habitat is subject to regular disturbance (i.e. road traffic across a bridge) and project activities are not anticipated to exceed that baseline noise. Therefore, no mitigation would be required.

6.0 JURISDICTIONAL WATERS

6.1 Literature Review

The following sources were reviewed to determine the potential presence or absence of jurisdictional streams/drainages, wetlands, lakes, and their location within the watersheds associated with the Project Footprint, and other features that might contribute to federal or state jurisdictional authority located within watersheds associated with the site:

- National Wetlands Inventory (NWI) maps (USFWS 2022b). The NWI database indicates potential wetland areas based on changes in vegetation patterns as observed from satellite imagery. This database is used as a preliminary indicator of wetland habitats because the satellite data is not precise;
- USGS National Hydrography Dataset (NHD). Provides the locations of "blue-line" streams as mapped on 7.5-Minute Topographic Map coverage;
- Aerial Imagery;
- USGS 7.5-Minute Topographic Maps; and
- Natural Resource Conservation Service (NRCS) Soil Survey.

6.2 Field Methodology

A field survey was conducted within the Project Footprint on April 14, 2022 by VCS biologists Wade Caffrey, Darcy Hardwick, Nathalie Munoz and Molly Burdick-Whipp to assess the presence or absence of potential jurisdictional streams/drainages and to conduct a wetland delineation on the site. During the field survey, the Project Footprint was assessed for jurisdictional wetland and non-wetland Waters of the United States (WOUS). To determine the presence of a wetland, three indicators are required: (1) hydrophytic vegetation, (2) hydric soils, and (3) wetland hydrology. The RWQCB has exceptions to this methodology in situations where a site has soils and hydrology, but no vegetation is present; these areas may be considered wetlands by the RWQCB. The methodology published in the *United States Army Corps of Engineers 1987 Wetland Delineation Manual* and the *Arid West Supplement* sets the standards for meeting each of the three indicators, which normally require that 50 percent or more dominant plant species typical of a wetland, soils exhibiting characteristics of saturation, and hydrological indicators be present. Jurisdictional non-wetland Waters of the United States are typically determined through the observation of an Ordinary High Water Mark (OHWM), which is defined as the "line on the shore established by the fluctuation of water and indicated by physical characteristics such as a clear, natural line impressed on the bank, shelving, changes in the character of soil, destruction of terrestrial vegetation, the presence of litter and debris, or other appropriate means that consider the characteristics of the

surrounding areas." Projects with impacts to Waters of the United States are regulated under Sections 401 and 404 of the Clean Water Act.

On June 22, 2020, a revised rule regarding jurisdictional Waters of the United States went into effect. The revised rule states that Waters of the United States do not include ephemeral features that flow only in direct response to precipitation, including ephemeral streams, swales, gullies, rills, and pools. Consistent with the U.S. District Court for the District of Arizona's August 30, 2021 order vacating and remanding the Navigable Waters Protection Rule, the regulatory agencies have halted implementation of the Navigable Waters Protection Rule and are interpreting Waters of the United States consistent with the pre-2015 regulatory regime until further notice.

The following guidance documents were utilized in making this determination:

- Field Guide to OHWM Determinations in the Arid West (August 2008);
- Updated OHWM Datasheet for the Field Guide to OHWM Determinations in the Arid West (July 2010); and
- Ordinary High Flows and the Stage-Discharge Relationship in the Arid West Region (2011).

The CDFW and the RWQCB take jurisdiction over Waters of the State (WOS) and Riparian/Riverine resources (California Fish and Game Code §§1600 et seq.; California Code of Regulations, Title 14, §720). Section 1602 of the California Fish and Game Code (FGC) applies to natural rivers, streams, and lakes:

> "An entity may not substantially divert or obstruct the natural flow of, or substantially change or use any material from the bed, channel, or bank of, any river, stream, or lake, or deposit or dispose of debris, waste, or other material containing crumbled, flaked, or ground pavement where it may pass into any river, stream, or lake."

The Project Footprint was assessed for jurisdictional WOS during the field survey using guidance from Section 1600 of the FGC and Brady and Vyverberg (2013), which defines a stream as "a body of water that flows perennially or episodically and that is defined by the area in which water currently flows, or has flowed, over a given course during the historic hydrologic course regime, and where the width of its course can reasonably be identified by physical or biological indicators." CDFW regulates wetland areas only to the extent that those wetlands are part of a stream, river, or lake as defined by the CDFW.

The RWQCB has jurisdiction over both waters of the State and waters of the U.S. (Porter-Cologne Water Quality Control Act; California Code or Regulations title 23, section 3831(w); Executive Order W-59-93; Section 401 of the CWA; 33 U.S.C. 1341). As identified in the State Wetland

Definition and Procedures for Discharges of Dredged or Fill Material to Waters of the State ("the Procedures") adopted on April 2, 2019, The Water Boards define an area as wetland as follows:

> "An area is wetland if, under normal circumstances, (1) the area has continuous or recurrent saturation of the upper substrate caused by groundwater, or shallow surface water, or both; (2) the duration of such saturation is sufficient to cause anaerobic conditions in the upper substrate; and (3) the area's vegetation is dominated by hydrophytes or the area lacks vegetation.
>
> The Water Code defines "waters of the state" broadly to include "any surface water or groundwater, including saline waters, within the boundaries of the state." "Waters of the state" includes all "waters of the U.S." The following wetlands are waters of the state:
>
> Natural wetlands, wetlands created by modification of a surface water of the state, and artificial wetlands that meet any of the following criteria:
>
> a. Approved by an agency as compensatory mitigation for impacts to other waters of the state, except where the approving agency explicitly identifies the mitigation as being of limited duration;
>
> b. Specifically identified in a water quality control plan as a wetland or other water of the state;
>
> c. Resulted from historic human activity, is not subject to ongoing operation and maintenance, and has become a relatively permanent part of the natural landscape; or
>
> d. Greater than or equal to one acre in size, unless the artificial wetland was constructed, and is currently used and maintained, primarily for one or more of the following purposes (i.e., the following artificial wetlands are not waters of the state unless they also satisfy the criteria set forth in 2, 3a, or 3b): (i) Industrial or municipal wastewater treatment or disposal, (ii) Settling of sediment, (iii) Detention, retention, infiltration, or treatment of stormwater runoff and other pollutants or runoff subject to regulation under a municipal, construction, or industrial stormwater permitting program, (iv) Treatment of surface waters, (v) Agricultural crop irrigation or stock watering, (vi) Fire suppression, (vii) Industrial processing or cooling, (viii) Active surface mining – even if the site is managed for interim wetlands functions and values, (ix) Log storage, (x) Treatment, storage, or distribution of recycled water, (xi) Maximizing groundwater recharge (this does not include wetlands that have incidental groundwater recharge benefits); or (xii) Fields flooded for rice growing.
>
> All artificial wetlands that are less than an acre in size and do not satisfy the criteria set forth in 2, 3.a, 3.b, or 3.c are not waters of the state. If an aquatic feature meets the wetland

definition, the burden is on the applicant to demonstrate that the wetland is not a water of the state."

6.3 Results

6.3.1 National Wetland Inventory

Freshwater pond, freshwater emergent wetland and riverine are mapped directly east of Cucamonga Creek within the central/western portions of the Project Footprint through the online NWI (USFWS 2022b) [Figure 8] representing the former agricultural pond. None of these features are currently present; based on aerial imagery, the former agricultural pond was filled around the year 2008. The freshwater emergent wetland and riverine features that connect to the freshwater pond were filled and/or dismantled alongside the freshwater pond at that time as well.

6.3.2 Soils

The U.S. Department of Agriculture NRCS (NRCS 2022) identifies two soil types present within the Project Footprint (Figure 9; Soil Map). Soil types on the site consist of Delhi fine sands and Hilmar loamy fine sands.

- Hilmar loamy fine sand: This series is a member of the sandy over loamy, mixed, active, calcareous, thermic family of Aeric Halaquepts. Typically, Hilmar soils have pale brown, mildly alkaline, loamy sand A horizons, very pale brown, very strongly alkaline, loamy sand upper C horizons over light gray and light olive gray, very strongly alkaline, stratified, silt loam lower C horizons.

- Delhi fine sands: The Delhi series consists of very deep, somewhat excessively drained soils. They formed in wind modified material weathered from granitic rock sources. Delhi soils are on floodplains, alluvial fans and terraces.

6.3.3 Jurisdictional Waters

An analysis of current and historic aerial photographs along with the April 2022 field survey did not reveal any jurisdictional features within the Project Footprint.

As described in Section 6.3.1, agricultural holding ponds occur west of Haven Avenue that have no connections with surface drainages and contained herbaceous, non-native vegetation. An earthen ditch feature occurs along the western boundary of the site that was recently constructed for slope stability in conjunction with the adjacent residential development. Lastly, an earthen ditch feature is located within the eastern portion of the Project Footprint, containing primarily tree tobacco, golden crownbeard, and a few mulefat individuals, consistent with vegetation types in this part of the site. This is an isolated ditch feature, created to capture runoff from the previous

dairy/cattle operations onsite similar to the agricultural holding ponds noted above. These types of features associated with agricultural operations are identified as non-jurisdictional waters of the U.S. under the Clean Water Act (40 CFR § 120.2). Furthermore, the features are not identified as jurisdictional waters of the State as they lack downstream connectivity and do not represent wetland features based on the lack hydrophytic vegetation and presence of primarily upland vegetation.

Additional non-jurisdictional detention basins were installed by Lewis when tract 20316 was graded in 2020. They were installed for temporary drainage as required per the Project Stormwater Pollution Prevention Plan (SWPPP). They will all be removed when grading is completed.

County Line Channel and a storm drain culvert occur along the southern boundary of the Project along Bellgrave Avenue. The storm drain culvert was constructed for ultimate connection of the developments' storm drains; thus, it will convey flows from the residential development in the post-development condition and is not sized to convey current site runoff.

No jurisdictional waters or wetlands are present within the Project Footprint.

6.3.4 Potential Impacts to Jurisdictional Waters

Jurisdictional waters are considered to be absent from the Project Footprint; therefore, no impacts to jurisdictional waters are anticipated.

7.0 BEST MANAGEMENT PRACTICES

Implementation of general BMPs is recommended to the extent practical. Key aspects of the BMPs are to clearly delineate the limits of disturbance, use properly maintained equipment, properly implement and monitor water quality BMPs, avoid use of chemicals near sensitive areas, develop procedures for minimizing the likelihood of spills and to control sediment, ensure worker safety, and minimize impacts to sensitive biological resources onsite including sensitive wildlife species. Standard BMPs will be implemented including compliance with the South Coast Air Quality Management District and State Water Resources Control Board Stormwater requirements for the control of fugitive dust and management of water quality.

8.0 MITIGATION RECOMMENDATIONS

The following mitigation measures from the Parkside Specific Plan Draft EIR are incorporated into the proposed development within the Project Footprint, which is required to comply with applicable requirements for development associated with the Parkside Specific Plan Amendment PA 1-23.

MM BIO-1 There may be a probability of owl colonization within the project site considering the presence of foraging habitat and previous records of presence. To ensure that no direct loss of individuals occurs, mitigation shall be completed prior to initiation of on-site grading activities for each development phase. A pre- construction survey for resident burrowing owls will be conducted by a qualified biologist. The survey will be conducted 30 days prior to construction activities including vegetation clearing, grubbing, tree removal, or site watering. If ground-disturbing activities are delayed or suspended for more than 30 days after the preconstruction survey, the site should be resurveyed for owls.

If owls are determined to be present within the construction footprint, they will be captured and relocated. If non-breeding owls must be moved away from the disturbance area, passive relocation techniques will be used. The pre-construction survey and any relocation activity will be conducted in accordance with the CDFG Report on Burrowing Owl Mitigation, 1995. According to CDFG guidelines, mitigation actions will be conducted from September 1 to January 31, which is prior to the nesting season. However, burrowing owl nesting activity is variable, and as such the time frame will be adjusted accordingly. Should eggs or fledglings be discovered in any owl burrow, the burrow cannot be disturbed (pursuant to CDFG guidelines) until the young have hatched and fledged (matured to a stage that they can leave the nest on their own).

Occupied burrows will not be disturbed during the nesting season (February 1 through August 31) unless a qualified biologist approved by the Department of Fish and Game verifies through non-invasive methods that either: a) the adult birds have not begun egg-laying and incubation; or b) the juveniles from the occupied burrows are foraging independently and are capable of independent survival. If a biologist is unable to verify one of the above conditions, then no disturbance shall occur within 300 feet of the burrowing owls nest during the breeding season to avoid abandonment of the young.

Passive relocation can be used to exclude owls from their burrows (outside the breeding season or once the young are able to leave the nest and fly) by installing one-way doors in burrow entrances. These one-way doors allow the owl to exit the burrow, but not enter it. These doors should be left in place 48 hours to ensure owls have left the burrow. Artificial burrows should be provided nearby. The project area should be monitored daily for one week to confirm owl use of burrows before excavating burrows in the impact area. Burrows should be excavated using hand tools and refilled to prevent reoccupation. Sections of flexible pipe should be inserted into the tunnels during excavation to maintain an escape route for any animals inside the burrow.

MM BIO-2 To mitigate for potential impacts to loss of nesting and foraging habitat, the project proponent shall be required to pay City of Ontario open space mitigation fees. Fees collected will be used "to acquire and restore mitigation lands to offset impacts to species now living in the New Model Colony and impacts to existing open space," according to the City of Ontario Development Impacts Fee Calculation Report and the Settlement and general Release Agreement. Development is currently required to pay $4,320 per acre.

MM BIO-3 While project impacts to individual raptor species were considered to be not significant, the following mitigation measure will also be incorporated in order to eliminate or reduce any potential impacts to raptors and/or migratory birds. Construction and/or removal of windrow trees will occur outside of the nesting season (the nesting season for songbirds is February 1st through August 31st, and the nesting season is January 15th to August 31st for raptors). If tree removal activities must occur during the breeding season, the mitigation measure in MM Bio 4 shall be implemented.

MM BIO-4 If project construction activities involving heavy equipment and/or windrow tree removal are to occur during the nesting/breeding season (between February 1st and August 31st for songbirds; and between January 15th and to August 31st for raptors) of potentially occurring sensitive bird species, a pre-construction field survey shall be conducted by a qualified biologist to determine if active nests of species protected by MBTA or CDFG are present in the construction zone or within a buffer of 500 feet. Pre- construction nesting/breeding surveys shall be conducted in all CDFG jurisdictional areas and within windrow trees. If no active nests are found during the survey, construction activities may proceed. If active nests are located during the preconstruction surveys, no grading, heavy equipment or tree removal activities shall take place within at least 500 feet of an active listed species or raptor nest, 300 feet of other sensitive bird nests (non-listed), and 100 feet of most common songbird nests.

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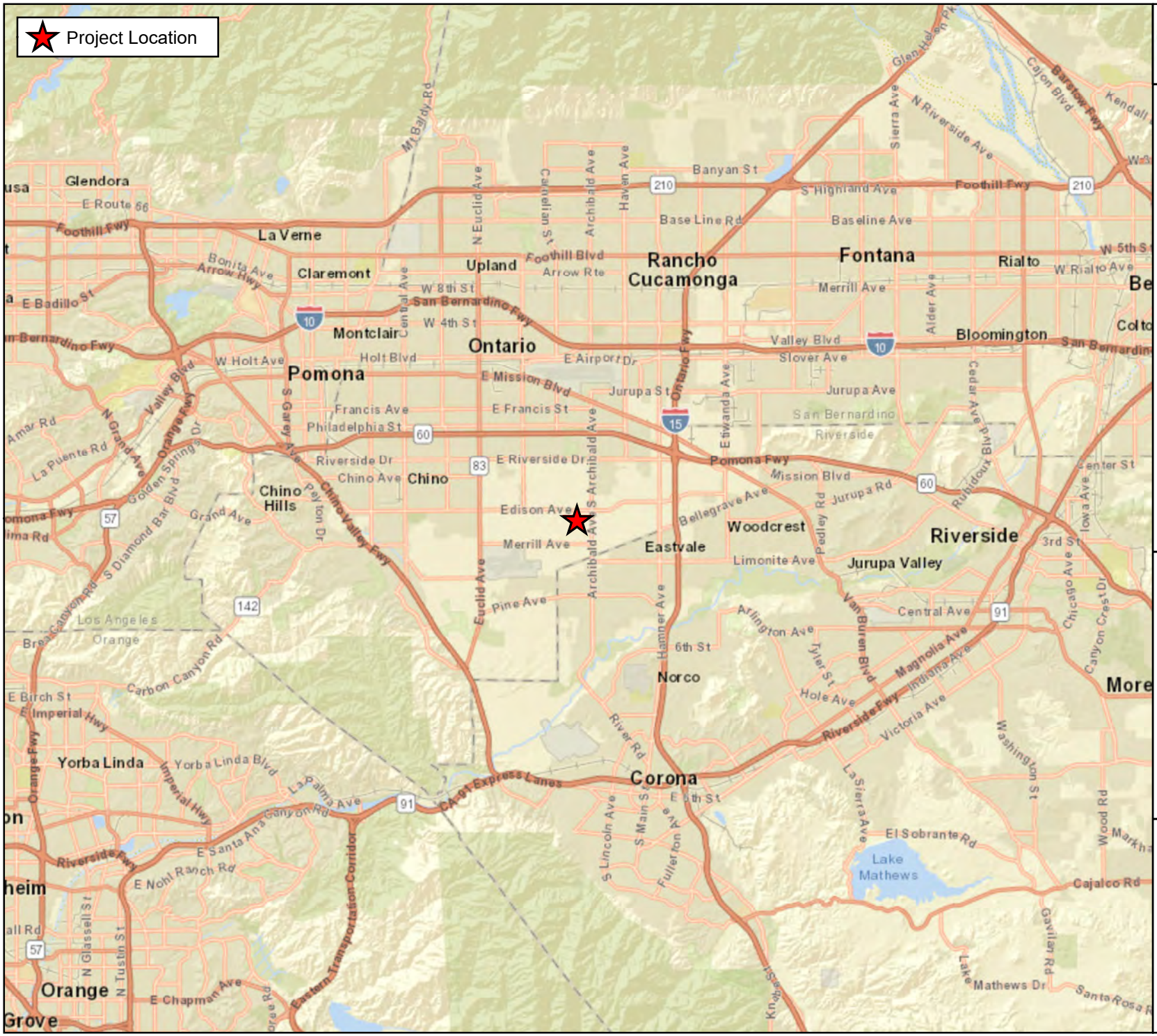
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FIGURES



VCS Environmental
EXPERT SOLUTIONS · CEQA-NEPA · Biology · Regulatory

Parkside

Figure 1

Regional Map

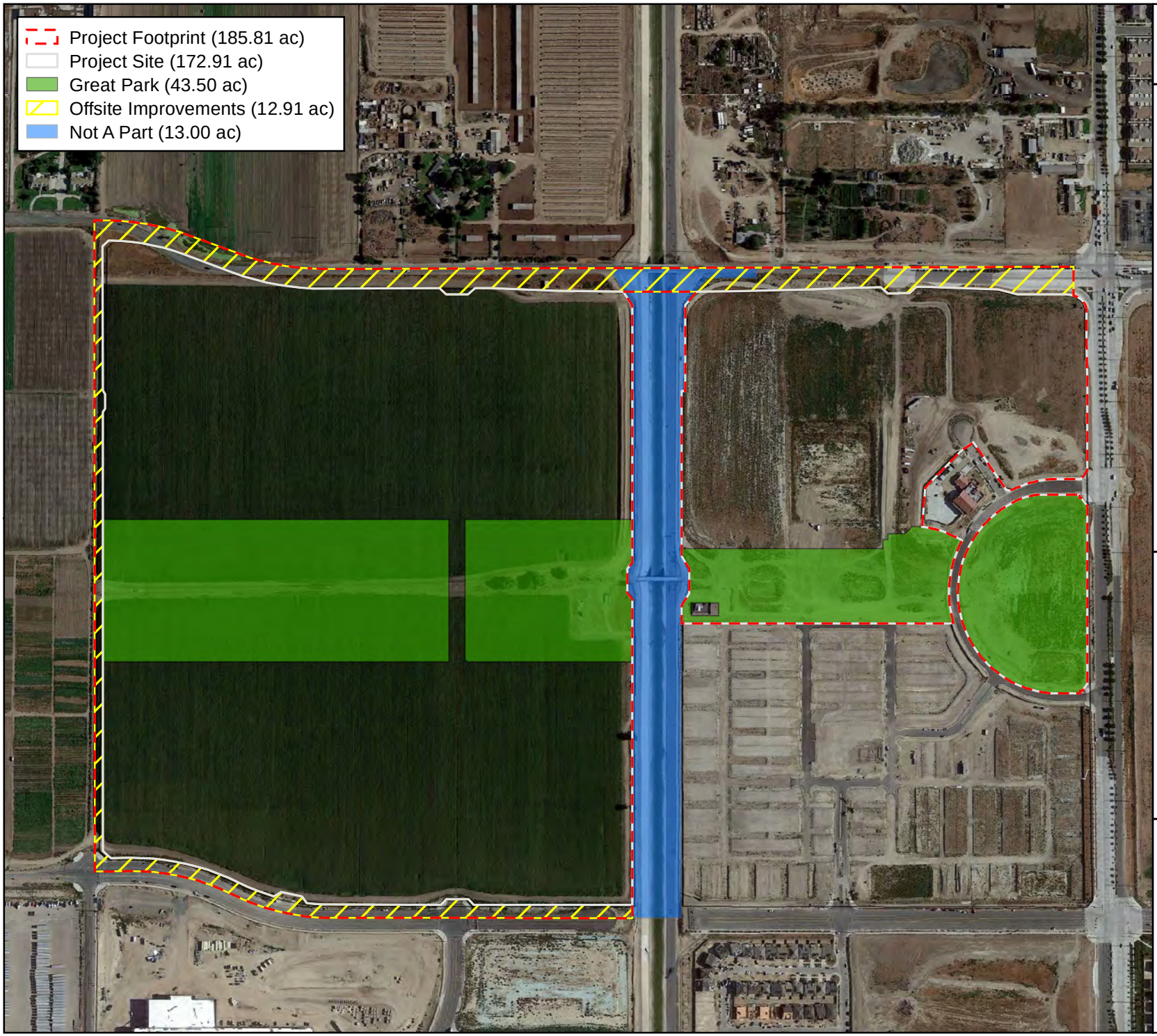
N
W E
S

0 10,000 20,000
Feet

1:250,000

Map Date: May 2022
Data Sources: ESRI, County of San Bernardino

Service Layer Credits: Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community



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Parkside

Figure 2

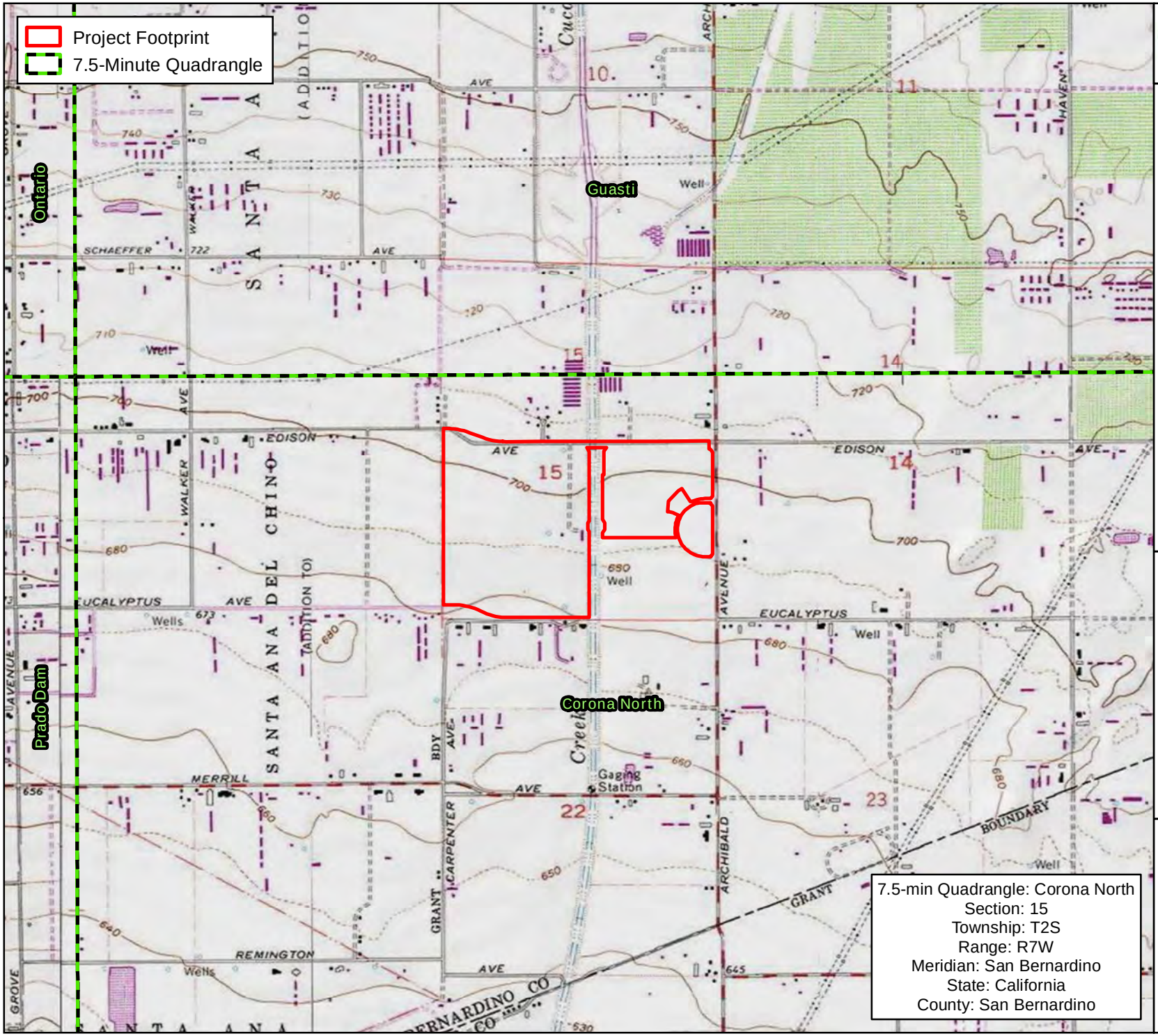
Aerial Map

N
W E
S

0 300 600
Feet

1:6,500

Map Date: June 2023
Data Sources: ESRI, Google Earth



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Parkside

Figure 3

USGS Topographic Map

N
W E
S

0 1,000 2,000
Feet

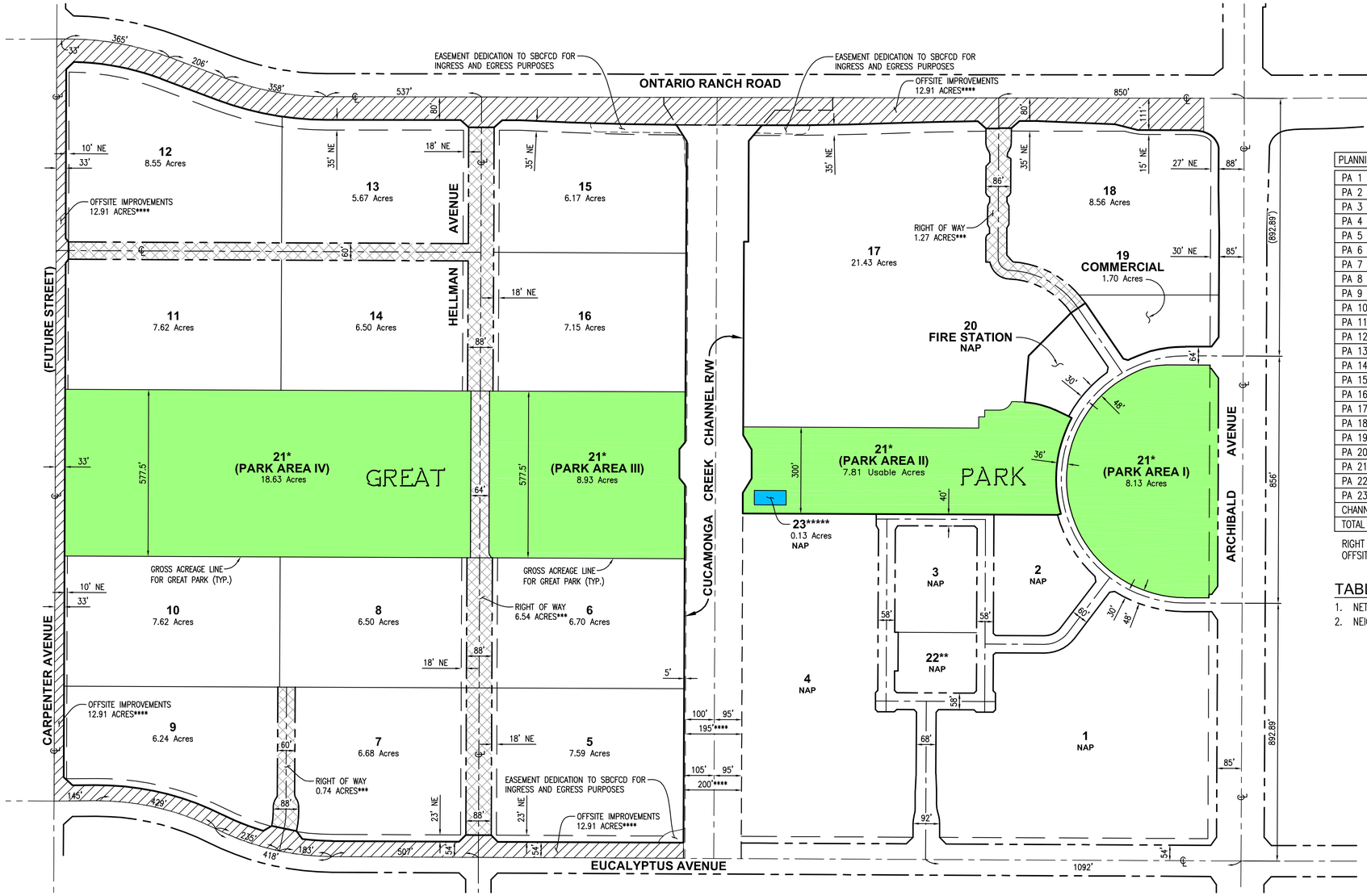
1:24,000

Map Date: June 2023
Data Sources: ESRI, USGS

Service Layer Credits: Copyright:© 2013 National Geographic Society, i-cubed

PARKSIDE SPECIFIC PLAN
CALCULATED PLANNING AREAS
MARCH 2023

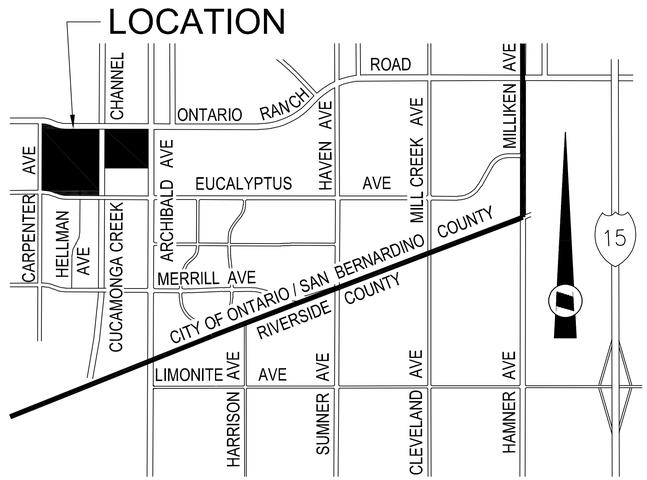
Figure 4: Land Use Plan



PLANNING AREA	NET ACRES [1]	NE ACRES [2]
PA 1	NAP	NAP
PA 2	NAP	NAP
PA 3	NAP	NAP
PA 4	NAP	NAP
PA 5	7.59	0.56
PA 6	6.70	0.19
PA 7	6.68	0.51
PA 8	6.50	0.19
PA 9	6.24	0.45
PA 10	7.62	0.10
PA 11	7.62	0.10
PA 12	8.55	0.75
PA 13	5.67	0.67
PA 14	6.50	0.19
PA 15	6.17	0.68
PA 16	7.15	0.20
PA 17	21.43	0.63
PA 18	8.56	0.72
PA 19	1.70	0.11
PA 20	NAP	NAP
PA 21	43.50	NA
PA 22	NAP	NAP
PA 23	NAP	NAP
CHANNEL R/W	NAP	NAP
TOTAL	158.18	6.05

RIGHT OF WAY AREA TOTAL = 8.55 ACRES
OFFSITE IMPROVEMENTS TOTAL = 12.91 ACRES

TABLE NOTES
1. NET PLANNING AREA
2. NEIGHBORHOOD EDGE AREA



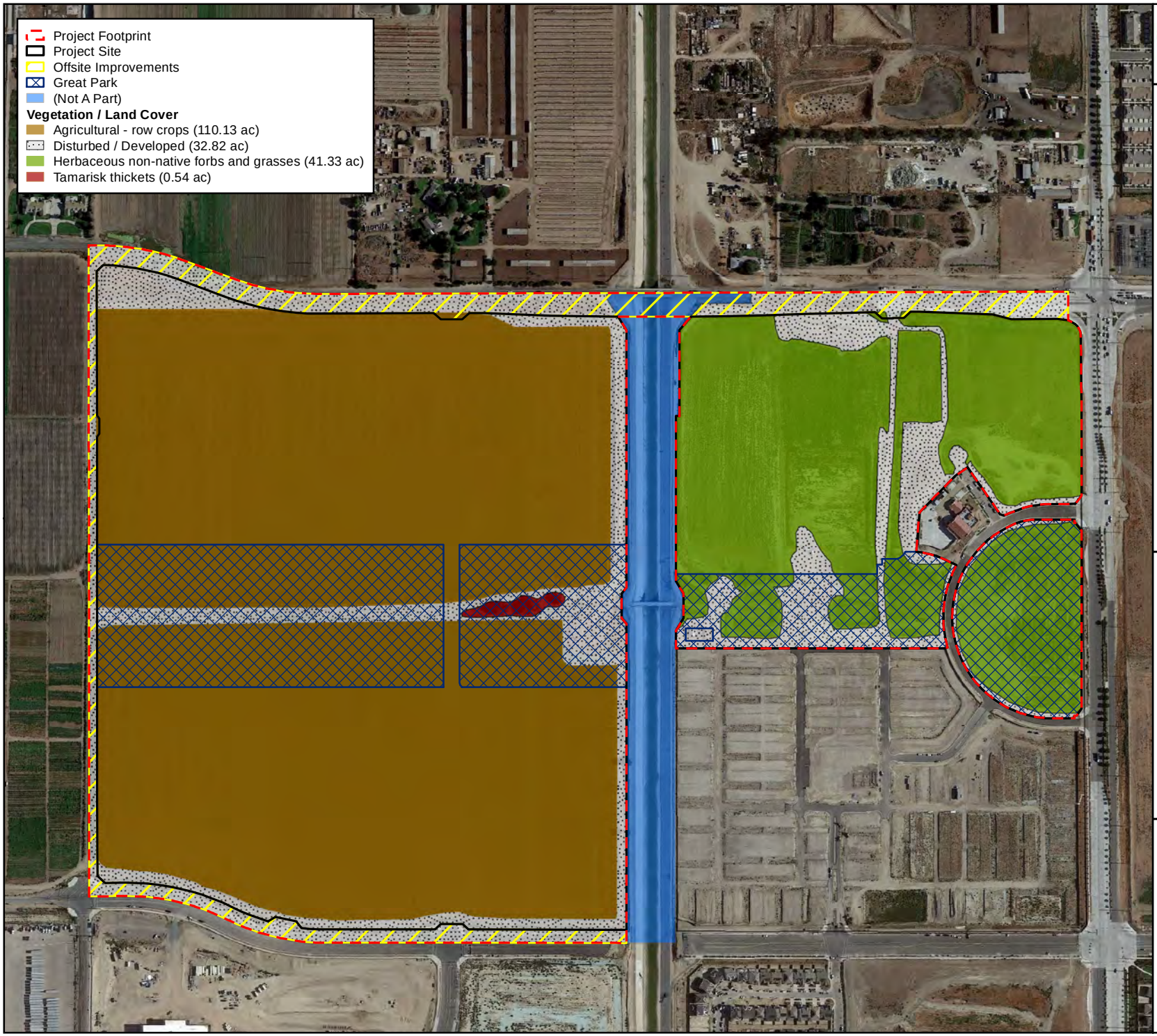
VICINITY MAP
NTS

SCALE: 1"=200'

NOTES
* GREAT PARK AREA
** CDA WELL SITE (NAP)
*** RIGHT OF WAY AREA
**** OFFSITE IMPROVEMENTS

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

Last Opened: Mar 27, 2023 – 10:26am E:\400-499\481\0481-268\EXHIBITS\Specific Plan Area Exhibit\481-268_Parkside_SPA.dwg: By: Gil



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Parkside

Figure 5

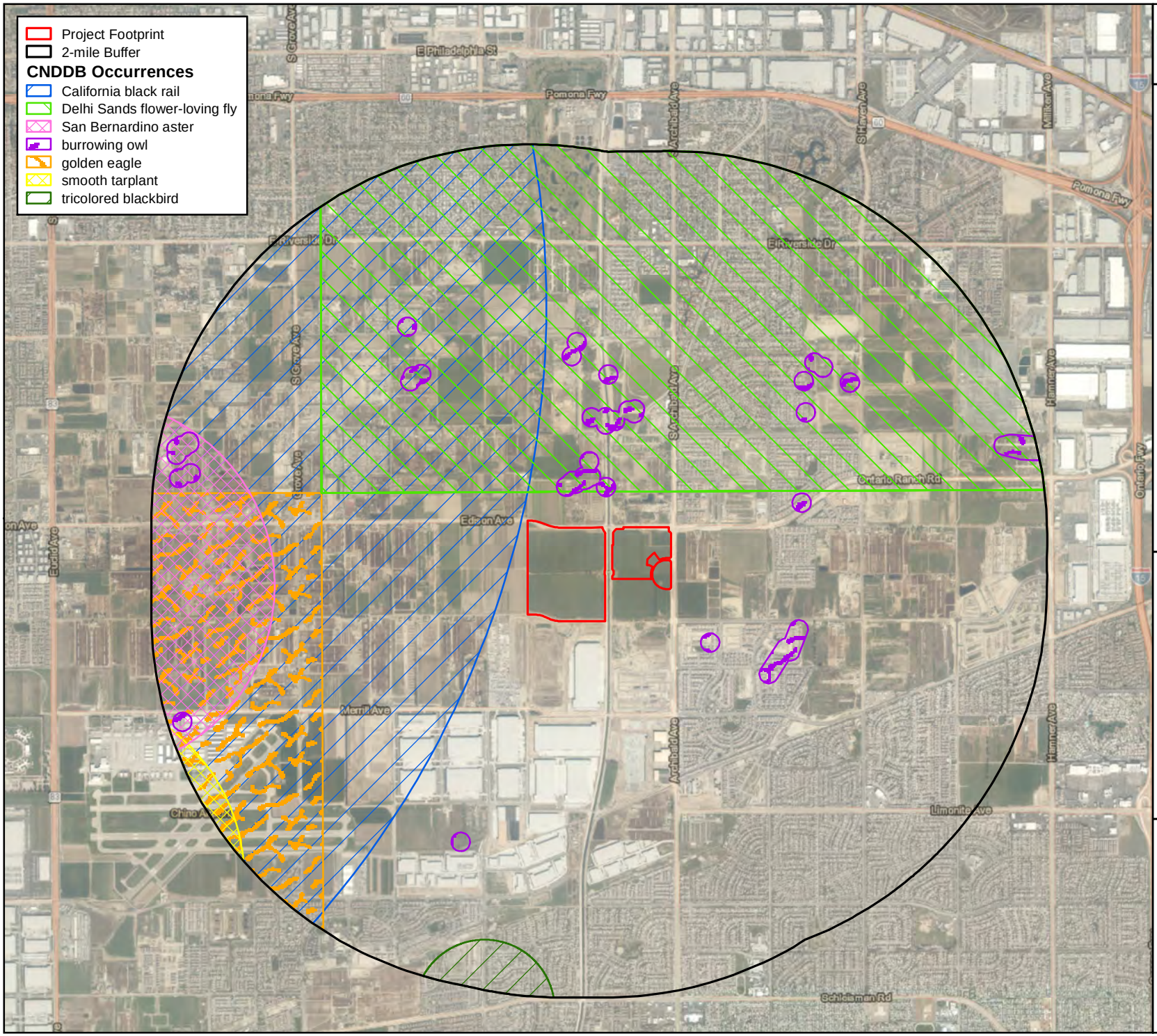
Vegetation Map

N
W E
S

0 300 600
Feet

1:6,500

Map Date: June 2023
Data Sources: ESRI, Google Earth



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Parkside

Figure 6

Critical Habitat and CNDDB Occurrences Map

**No Critical Habitat is located within 2 miles of Project Footprint.*

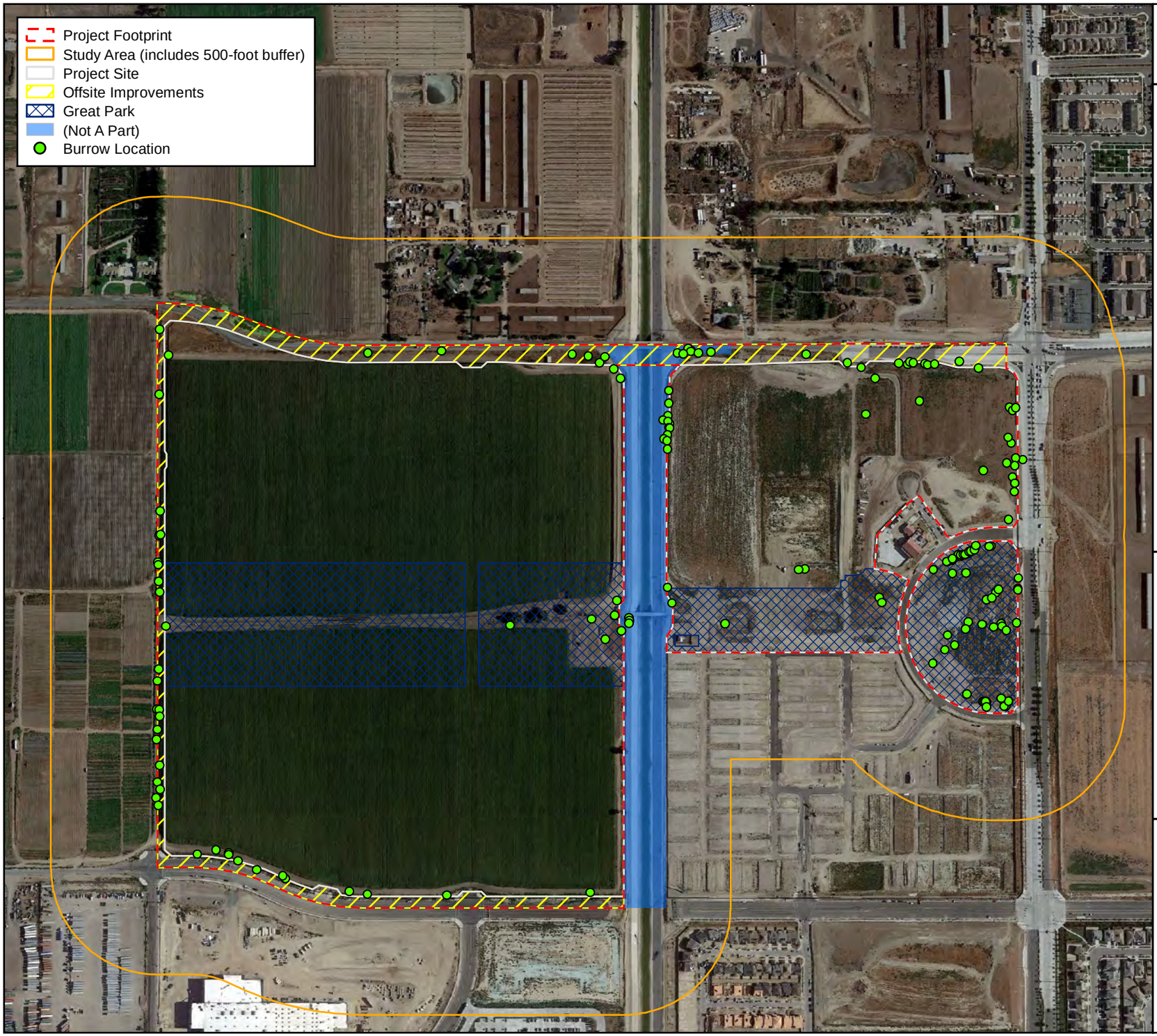
N
W E
S

0 2,000 4,000
Feet

1:45,000

Map Date: June 2023
Data Sources: ESRI, CDFW

Service Layer Credits: Esri, HERE, Garmin, (c) OpenStreetMap contributors Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



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Figure 7

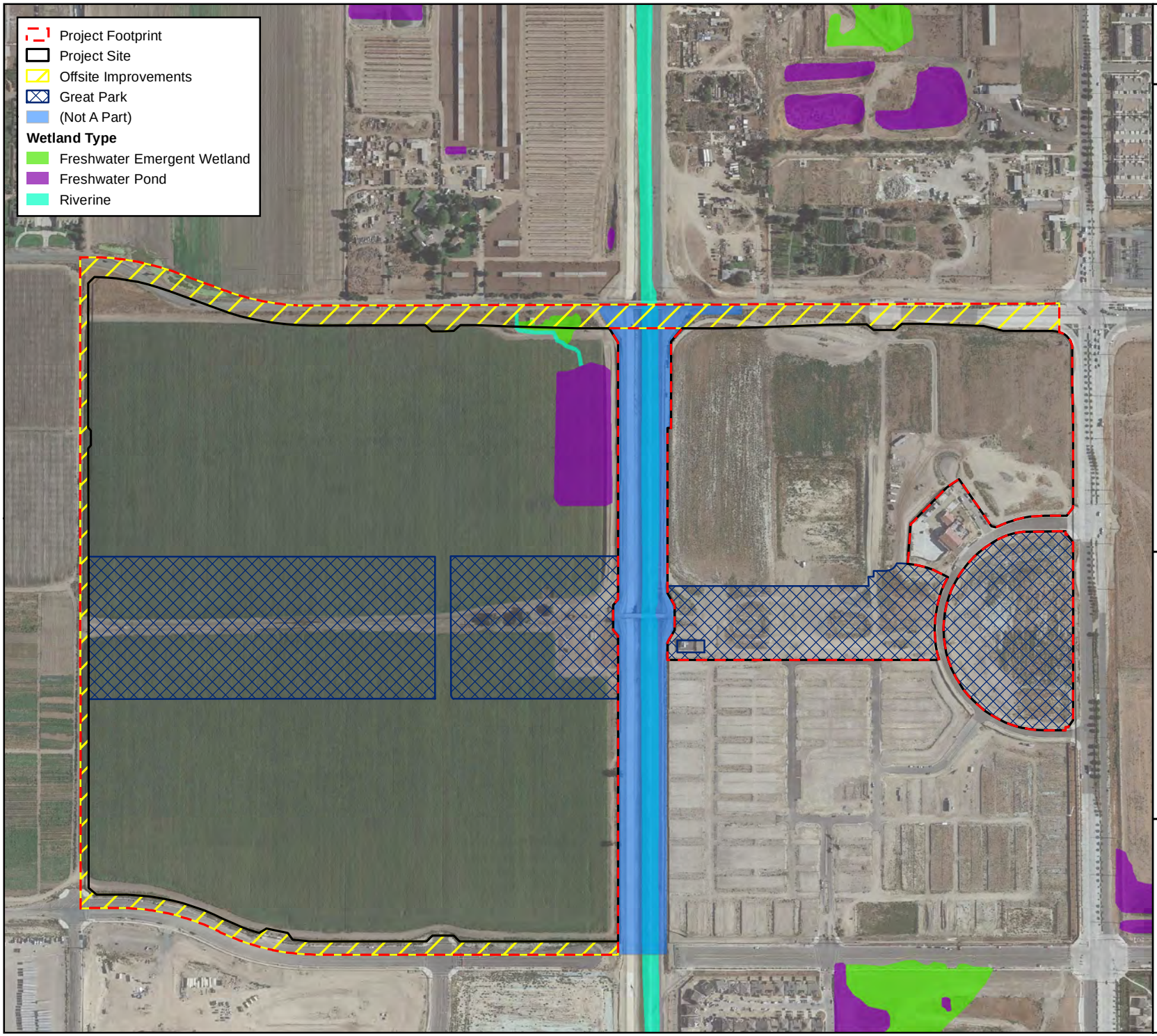
Burrowing Owl
Study Area Map

N
W E
S

0 350 700
Feet

1:7,500

Map Date: June 2023
Data Sources: ESRI,
Google Earth



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Parkside

Figure 8

National Wetland Inventory Map

N
W E
S

0 300 600
Feet

1:6,500

Map Date: June 2023
Data Sources: ESRI, USACE, Google Earth



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Parkside

Figure 9

Soils Map

N
W E
S

0 300 600
Feet

1:6,500

Map Date: June 2023
Data Sources: ESRI, Google Earth, USDA

APPENDIX A

Site Photographs



Photo 1. Typical view of the Project site from a northern portion of the Project site facing south, showing agricultural communities. Photo date: June 3, 2022.



Photo 2. View of the disturbed habitat within the Project site, taken from the eastern portion of the site; viewing north. Photo date: June 3, 2022.



Photo 3. A view the culvert on Project site, taken from the center of the property; facing east; Photo date: June 3, 2022.



Photo 4. View of disturbed land in the Project site; viewing east. Photo date: June 20, 2022.



Photo 5. View of central portion of Project site, showing disturbed habitat, tamarisk, and agricultural communities; viewing west. Photo date: May 10, 2022.



Photo 6. View of Project site from the Northwest corner of the site, showing Edison Ave, disturbed habitat, and agricultural communities; viewing east. Photo date: May 10, 2022.

APPENDIX B

Plant and Wildlife Species Observed

Plant Species Observed within the Project Site

Scientific Name	Common Name
Amaranthaceae	Amaranth Family
*Atriplex prostrata**	Spear-leaved orache
*Bassia scoparia**	Summer cypress
*Chenopodium album**	Lamb's quarters
Asteraceae	Aster, Daisy, or Compositae Family
Erigeron canadensis	Horseweed
Helianthus annuus	Common sunflower
*Oncosiphon pilulifer**	Stinknet
Verbesina encelioides	Cowpen daisy
Boraginaceae	Borage Family
Amsinkia intermedia	Common fiddleneck
Brassicaceae	Mustard Family
*Brassica nigra**	Black mustard
*Sisymbrium irio**	London rocket
Chenopodiaceae	Goosefoot family
*Salsola tragus**	Russian thistle
Euphorbiaceae	Spurge Family
*Euphorbia sp.**	Spurge
Fabaceae	Pea Family
*Medicago sativa**	Alfalfa
*Melilotus officinalis**	Sweet yellow clover
Geraniaceae	Geranium Family
Erodium sp.	Heron's bill
Malvaceae	Mallow Family
*Malva parviflora**	Little mallow (cheeseweed)
Myrtaceae	Myrtle Family
*Eucalyptus camaldulensis**	River red gum
Poaceae	Grasses

Scientific Name	Common Name
*Avena fatua**	Wildoats
*Polypogon monspeliensis**	Annual beard grass
Zea mays	Corn
Solanaceae	Sacred datura
*Nicotiana glauca**	Tree tobacco
Solanum Americanum	American black nightshade
Tamaricaceae	Tamarisk Family
*Tamarix sp.**	Tamarisk
Urticaceae	Nettle Family
*Urtica dioica**	Stinging nettle
*Urtica urens**	Dwarf nettle

* Non-native species.

Wildlife Species Observed/Detected within the Project Site

Scientific Name	Common Name
Aves - Birds	
Accipitridae	Hawks, Kites, Eagles, and Allies
Buteo jamaicensis	Red-tailed hawk
Alaudidae	Larks
Eremophilia alpestris	Horned lark
Anatidae	Ducks
Anas platyrhynchos	Mallard
Cathartidae	New World Vultures
Cathartes aura	Turkey vulture
Charadriidae	Plovers
Charadrius vociferus	Killdeer
Columbidae	Pigeons and Doves
Streptopelia decaocto	Eurasian collared-dove
Zenaida macroura	Mourning dove
Corvidae	Jays, Magpies and Crows
Corvus brachyrhynchos	American crow
Corvus corax	Common raven
Fringillidae	Finches
Haemorhous mexicanus	House finch
Spinus psaltria	Lesser goldfinch
Hirundinidae	Swallows
Petrochelidon pyrrhonota	Cliff swallow
Stelgidopteryx serripennis	Rough-winged swallow
Mimidae	Mockingbirds and Thrashers
Mimus polyglottos	Northern Mockingbird
Passerellidae	New World Sparrows
Melospiza melodia	Song sparrow
Passerculus sandwichensi	Savannah sparrow

Scientific Name	Common Name
Passeridae	Old World Sparrows
Passer domesticus	House sparrow
Passeriformes	Perching birds
Sturnus vulgaris	European starling
Scolopacidae	Sandpipers
Tringa melanoleuca	Greater yellowleg
Trochilidae	Hummingbirds
Selasphorus sasin	Allen's hummingbird
Tyrannidae	Tyrant flycatchers
Sayornis nigricans	Black phoebe
Sayornis saya	Say's phoebe
Tyrannus vociferans	Cassin's kingbird
Reptilia - Reptiles	
Phrynosomatidae	North American Spiny Lizards
Sceloporus occidentalis	Western fence lizard
Mammalia - Mammals	
Canidae	Dog-like carnivorans
Canis latrans	Coyote
Leporidae	Rabbits and Hares
Sylvilagus audubonii	Audubon's cottontail
Sciuridae	Squirrels, Chipmunks, and Marmots
Otospermophilus beecheyi	California ground squirrel

† sensitive species

APPENDIX C

Special Status Species
Potential Occurrence Determination

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APPENDIX C

Special Status Species Potential Occurrence Determination

This table summarizes conclusions from analysis and field surveys regarding the potential occurrence of special status species within the Project Footprint. During the field surveys, the potential for special status species to occur within the site was assessed based on the following criteria:

- Present: observed on the site during the field surveys, or recorded on-site by other qualified biologists.

- High potential to occur: observed in similar habitat in the region by a qualified biologist, or habitat on the site is a type often utilized by the species and the site is within the known distribution and elevation range of the species.

- Moderate potential to occur: reported sightings in surrounding region, or the site is within the known distribution and elevation range of the species and habitat on the site is a type occasionally used by or typical of the species.

- Low potential to occur: the site is within the known distribution and elevation range of the species but habitat on the site is rarely used by the species or no suitable habitat is present, or there are no known recorded occurrences of the species within or adjacent to the site.

- Absent: a focused study failed to detect the species or the site is outside the known distribution and elevation range of the species**.**

- Unknown: the species' distributional/elevation range and habitat are poorly known.

Even with field surveys, biologists assess the *probability* of occurrence rather than make a definitive conclusion about species' presence or absence. Failure to detect the presence of the species is not definitive and may be due to variable effects associated with fire, rainfall patterns, and/or season.

Special Status Species: Potential to Occur within the Project Footprint

Scientific Name	Common Name	Status	General Habitat Description	Potential for Occurrence within the Project Footprint
PLANTS				
Abronia villosa var. aurita	Chaparral sand-verbena (also foothill sand-verbena)	CRPR: 1B.1, BLMS, FSS	Exposed sites with sandy soils, especially washes and dunes, in chaparral, sage scrub, and alluvial scrub. Elevation: 75 - 1600 meters Blooming period: (Jan)March - September	Low; marginal habitat present (sandy soil), however, species unlikely to occur due to the high levels of historic disturbance and was not observed during the biological survey that occurred during the blooming period.
Ambrosia pumila	San Diego ambrosia	FE, CRPR: 1B.1	Range extends from Riverside County through San Diego County into Baja California. Found along drainages and areas adjacent to riparian areas. Elevation: 20 - 415 meters Blooming period: April - October	Absent; site lacks suitable habitat.
Arenaria paludicola	Marsh sandwort	CRPR: 1B.1, G1, S1	This perennial herb is native to California, and also found in Washington. It grows in dense areas of reeds, cattails, rushes, and bulrushes, with the only natural known population in Oso Flaco Lake in San Luis Obispo County, with introduced populations elsewhere Elevation: < 300 m Blooming period: May – August	Absent; site lacks suitable habitat.
Astragalus brauntonii	Braunton's milk-vetch	FE, CRPR: 1B.1	Endemic to carbonate soils (limestone outcrops) of the foothills of the southern California mountains. It commonly occurs in disturbed chaparral, coastal sage scrub, and closed-cone forests. Elevation: 6 – 640 meters Blooming period: January - August	Absent; site lacks suitable habitat.

Scientific Name	Common Name	Status	General Habitat Description	Potential for Occurrence within the Project Footprint
Atriplex coulteri	Coulter's saltbush	CRPR: 1B.2	Native to coastal southern California and northern Baja California, where it is quite rare. It grows in areas of saline and alkaline soils, such as ocean bluffs. Elevation: 3 - 460 meters Blooming period: March - October	Absent; site lacks suitable habitat.
Berberis nevinii	Nevin's barberry	FE, SE, CRPR: 1B.1	Evergreen species of flowering shrub found in a variety of different topographical conditions ranging from nearly flat sandy washes, terraces, and canyon floors to ridges and mountain summits. Associated with mesic habitats and plant communities such as alluvial scrub, chamise chaparral, coastal sage scrub, oak woodland, and riparian scrub or woodland. Endemic to southern California, where it is known from very few occurrences in the chaparral of inland canyons and foothills. Elevation: 70 - 825 meters Blooming period: (Feb)March - June	Absent; site lacks suitable habitat.
Brodiaea filifolia	thread-leaved brodiaea	FT, SE, CRPR: 1B.1,	Perennial bulbiferous herb. Found in floodplains in semi-alkaline mudflats, vernal pools, mesic southern needlegrass grassland, mixed native-nonnative grassland, alkali grassland, and alluvial fan sage scrub plant communities. Requires very heavy clay soils. The range of this species extends from the foothills of the San Gabriel Mountains at Glendora in Los Angeles County, east to Arrowhead Hot Springs in the western foothills of the San Bernardino Mountains in San Bernardino County, and south through eastern Orange and western Riverside Counties to the City of San Diego. Elevation: 25 – 1,120 meters Blooming period: March - June	Absent; site lacks suitable habitat. No clay soils present.
Calochortus catalinae	Catalina mariposa lily	CRPR: 4.2	The bulb is endemic to Southern California. It is native along the coastline in grasslands and open chaparral and woodlands habitats, especially on the Channel Islands and in the Santa Monica Mountains. Elevation: 15 – 700 meters Blooming period: (Feb)March - June	Low; site lacks suitable habitat.
Calochortus plummerae	Plummer's mariposa-lily	CRPR: 4.2	Perennial bulbiferous herb endemic to California. Habitat includes granitic, rocky soils within chaparral, cismontane woodland, coastal scrub, lower montane coniferous forest, and valley and foothill	Low; site lacks suitable habitat.

Scientific Name	Common Name	Status	General Habitat Description	Potential for Occurrence within the Project Footprint
			grassland. Threatened by development, fire suppression, foot traffic, mining, powerline construction, and recreational activities. Less common at higher elevations. Elevation: 100 - 1700 meters Blooming period: May - July	
Calochortus weedii var. intermedius	Intermediate mariposa-lily	CRPR: 1B.2, FSS	Dry, rocky, open slopes within chaparral, sage scrub, or grasslands. Elevation: 105 – 855 meters Blooming period: May - July	Low; site lacks suitable habitat.
Calystegia felix	lucky morning-glory	CRPR: 1B.1	Meadows and seeps (sometimes alkaline), Riparian scrub (alluvial) Elevation: 30-215 meters Blooming period: March -September	Absent; site lacks suitable habitat.
Calystegia sepium ssp. binghamiae	Santa Barbara morning-glory	CRPR: 1A, G5	Occurs in coastal salt marshes and wetland riparian areas. Elevation: < 20 meters Blooming period: April - June	Low; site lacks suitable habitat.
Camissoniopsis lewisii	Lewis' evening-primrose	CRPR: 3	Native to southern California and Baja California, where it grows in coastal habitat and on the grasslands of the inland mountain ranges. Sandy or clay habitat including coastal bluff scrub, cismontane woodland, coastal dunes, coastal scrub, and valley and foothill grassland. Elevation: 0 - 300 meters Blooming period: March - May(June)	Low; site lacks suitable habitat.
Centromadia pungens ssp. laevis	smooth tarplant	CRPR: 1B.1	Suitable habitat for the smooth tarplant includes alkali scrub, alkali playas, and grasslands with alkaline affinities. Elevation: 0 – 640 meters Blooming period: April - September	Low; was not observed during biological surveys that occurred during the blooming period and the site lacks suitable habitat
Chloropyron maritimum ssp. maritimum	salt marsh bird's-beak	CRPC: 1B.2	Annual herb prefers suitable habitat includes coastal dunes, salt marshes, wetlands, and swamps Elevation: 0 - 30 meters Blooming period: May – October(November)	Low; site lacks suitable habitat.
Chorizanthe parryi var. parryi	Parry's spineflower	CRPR: 1B.1, BLMS, FSS	Parry's spineflower occurs within the alluvial chaparral and scrub of the San Gabriel, San Bernardino and San Jacinto Mountains.	Low; site lacks suitable habitat.

Scientific Name	Common Name	Status	General Habitat Description	Potential for Occurrence within the Project Footprint
			Elevation: 275 - 1,220 meters Blooming period: April - June	
Cladium californicum	California sawgrass	CRPR: 2B.2	Meadows and seeps, marshes and swamps. Alkaline or freshwater. Elevation: 60 – 1600 meters Blooming period: June – September	Absent; site lacks suitable habitat.
Convolvulus simulans	small-flowered morning-glory	CRPR: 4.2	Annual herb native to California and Baja California. Found in clay substrates (occasionally serpentine) in chaparral, coastal scrub, and valley and foothill grassland. Rare in southern California. Threatened by development and vehicles. Elevation: 30 - 740 meters Blooming period: March - July	Low; site lacks suitable habitat. No clay soils present.
Deinandra paniculata	San Diego tarplant (paniculate tarplant)	CRPR: 4.2	Occurs as a dominant or co-dominant plant in the herbaceous layer of grasslands, forblands, openings of coastal sage scrub and oak woodland. Often in sandy soils. Elevation: 25 – 950 meters Blooming period: (Mar)April – November (Dec)	Low; was not observed during biological surveys that occurred during the blooming period and the site lacks suitable habitat
Dodecahema leptoceras	slender-horned spineflower	FE, SE, CRPR: 1B.1	Slender-horned spineflower is endemic to southwestern cismontane California, ranging from central Los Angeles County east to San Bernardino County, and south to southwestern Riverside County in the foothills of the Transverse and Peninsular Ranges. Slender-horned spineflower is found in sandy soil in association with mature alluvial scrub. Elevation: 200 - 760 meters Blooming period: April - June	Low; was not observed during biological surveys that occurred during the blooming period site lacks suitable habitat.
Dudleya multicaulis	many-stemmed dudleya	CRPR: 1B.2, BLMS, FSS	Many-stemmed dudleya is often associated with clay soils in barrens, rocky places, and ridgelines as well as thinly vegetated openings in chaparral, coastal sage scrub, and southern needlegrass grasslands on clay soils. Elevation: 15 – 790 meters Blooming period: April - July	Absent; site lacks suitable habitat.
Eriastrum densifolium ssp.	Santa Ana River woollystar	FE, SE, CRPR: 1B.1,	This plant is found only within open washes and early-successional alluvial fan scrub on open slopes above main watercourses on fluvial	Absent; site lacks suitable habitat.

Scientific Name	Common Name	Status	General Habitat Description	Potential for Occurrence within the Project Footprint
sanctorum			deposits where flooding and scouring occur at a frequency that allows the persistence of open shrublands. Elevation: 91 – 610 meters Blooming period: April - September	
Horkelia cuneata var. puberula	mesa horkelia	CRPR: 1B.1, FSS	Perennial herb native and endemic to California. Occurs in sandy or gravelly habitat within chaparral, cismontane woodland and coastal scrub. Distributed along the central to south coast of California, found in San Luis Obispo, Riverside, Santa Barbara, and Los Angeles counties. It once flourished in San Bernardino, San Diego, and Ventura counties as well, but has become locally extinct in these areas. Elevation: 70 - 810 meters Blooming period: February – July (September)	Low; site lacks suitable habitat.
Juglans californica	Southern California black walnut	CRPR: 4.2	Perennial deciduous tree endemic to California. Habitat includes alluvial substrates, chaparral, cismontane woodland, coastal scrub, and riparian woodland. Threatened by urbanization, grazing, non-native plants, and possibly by lack of natural reproduction. Elevation: 50 - 900 meters Blooming period: March - August	Absent. The species was not observed during the survey.
Juncus acutus ssp. leopoldii	southwestern spiny rush	CRPR: 4.2	The species range extends from Arizona to Baja and the central California coast. It is typically found in moist, saline, or alkaline areas within coastal, foothill, and desert regions. Elevation: 3 – 900 meters Blooming period: March (May) - June	Low; site lacks suitable habitat.
Lasthenia glabrata ssp. coulteri	Coulter's goldfields	CRPR: 1B.1, BLMS	Coulter's goldfields is associated with low-lying alkali habitats along the coast and in inland valleys. Most of the populations are associated with coastal salt marsh. Coulter's goldfields occur primarily in the alkali vernal plains community. Elevation: 1 – 1200 meters Blooming period: February - June	Low; site lacks suitable habitat.
Lepidium virginicum var. robinsonii	Robinson's peppergrass	CRPR: 4.3	Annual herb occurring in dry sandy or thin soils in coastal sage scrub and chaparral. Elevation: 1 – 885 meters Blooming period: January - July	Low; site lacks suitable habitat.

Scientific Name	Common Name	Status	General Habitat Description	Potential for Occurrence within the Project Footprint
Lycium parishii	Parish's desert-thorn	CRPR: 2B.3	Perennial shrub within coastal scrub and Sonoran desert scrub. Sandy to rocky slopes, canyons, and washes. Elevation: 135 – 1,000 meters Blooming period: March – April	Low; site lacks suitable habitat.
Malacothamnus parishii	Parish's bush mallow	CRPR 1A	Known from a single historical record in a chaparral and coastal sage scrub wash in San Bernardino County from which it is now extirpated. Elevation: 305 – 455 meters Blooming period: June – July	Low; site lacks suitable habitat.
Microseris douglasii var. platycarpha	small-flowered microseris	CRPR:4.2	Clay soils in association with native grasslands or vernal pools. Elevation: 15 – 1070 meters Blooming period: March - May	Low; site lacks suitable habitat.
Monardella australis ssp. Jokerstii	Jokerst's monardella	CRPR: 1B.1, FSS	Perennial rhizomatous herb. Occurs in steep scree or talus, stony benches on canyon bottoms in montane forest (or chaparral) Elevation: (160)1350 – 1750 m (Jepson eFlora) Blooming period: Jul – Sep (Jepson eFlora)	Absent; site lacks suitable habitat.
Monardella pringlei	Pringle's monardella	CRPR: 1A	Interior sand dunes, sandy soils. Last documented in 1941; habitat mostly destroyed by urbanization, very little potential habitat remains. Elevation: 300 - 400 meters Blooming period: (April, Jepson eFlora) May - June	Low; site lacks suitable habitat.
Muhlenbergia californica	California muhly	CRPR: 4.3	A perennial grass found in mesic, seeps and streambanks. Habitat includes chaparral, coastal scrub, lower montane coniferous forest, meadows and seeps. Elevation: 100 – 2,000 meters Blooming period: June - September	Absent; site lacks suitable habitat.
Muhlenbergia utilis	aparejo grass	CRPR: 2B.2	Grows in wet habitats, including riverbanks and meadows, sometimes in alkaline or serpentine soils. Elevation: 25 – 2,325 meters Blooming period: March – October	Absent; site lacks suitable habitat.
Navarretia prostrata	prostrate vernal pool navarretia	CRPR: 1B.2	Found in alkaline floodplains, vernal pools, meadows and seeps. Known to occur in Los Angeles, Merced, Monterey, Orange, Riverside and San Diego counties and is thought to be extirpated from Alameda and San Bernardino counties. Elevation: 3 – 1,210 meters	Low; site lacks suitable habitat.

Scientific Name	Common Name	Status	General Habitat Description	Potential for Occurrence within the Project Footprint
			Blooming period: April - July	
Phacelia stellaris	Brand's phacelia (Brand's star phacelia)	CRPR: 1B.1	Coastal dunes, coastal scrub. Elevation: 1 - 400 meters Blooming period: March - June	Low; site lacks suitable habitat.
Pseudognaphalium leucocephalum	white rabbit tobacco	CRPR: 2B.2	Sandy or gravelly benches, dry stream bottoms, and canyon bottoms. Elevation: 0 – 2,100 meters Blooming period: (July) August – November (December)	Low; site lacks suitable habitat.
Romneya coulteri	Coulter's matilija poppy	CRPR: 4.2	This poppy is native to southern California and Baja California, where it grows in dry washes and canyons below 1,200 m in open, mildly disturbed sage scrub, chaparral and along rocky drainages, sometimes in areas recently burned. It is a popular ornamental plant, kept for its large, showy flowers. Elevation: 20 – 1200 meters Blooming period: March – July (August)	Low; site lacks suitable habitat.
Senecio aphanactis	Chaparral ragwort (rayless ragwort)	CRPR: 2B.2	Alkaline flats and dry, open rocky areas of coastal bluff scrub and coastal sage scrub. Known from Central Western California and South Coast to Baja California. Elevation: 15 - 800 meters Blooming period: January – April (May)	Low; site lacks suitable habitat.
Sidalcea neomexicana	salt spring checkerbloom	CRPR: 2B.2, FSS	It can be found in a diverse number of alkaline/mesic habitat types including chaparral and coastal sage scrub, Yellow Pine Forest, and riparian zones, creosote bush scrub, and alkali flats and other salty substrates. Possibly extirpated from the Western Transverse Ranges (Baldwin et al. 2012). Elevation: 15 – 1,530 meters Blooming period: March - June	Low; site lacks suitable habitat.
Sphenopholis obtusata	prairie wedge grass	CRPR 2B.2	Perennial herb of mesic habitat, cismontane woodland, and meadows and seeps. Elevation: 300 - 2000 meters (CNPS); 240 – 2870 m (Jepson eFlora) Blooming period: April -July (June, Jepson eFlora)	Low; site lacks suitable habitat.
Symphyotrichum defoliatum	San Bernardino aster	CRPR: 1B.2, BLMS, FSS	Endemic to Southern California, where it is known only from the San Bernardino and San Gabriel Mountains of the Transverse Ranges, and	Low-moderate; site contains grassland and disturbed habitat

Scientific Name	Common Name	Status	General Habitat Description	Potential for Occurrence within the Project Footprint
			part of the Peninsular Ranges to the south. It grows in grassland and meadow habitat, often near springs, and in disturbed areas. Elevation: 0 – 2,040 meters Blooming period: May (July) – October (January)	
Thysanocarpus rigidus	rigid fringepod	CRPR: 1B.2, G2, S2, FSS	Plant found in oak/pine woodlands and rocky slopes Elevation: 600 – 2200 m Blooming period: February - May	Absent; site lacks suitable habitat.
Yucca brevifolia	Joshua Tree	CRPR: CBR, GNR, SNR	A tree found in California and elsewhere within Joshua tree woodlands of both desert flats and slopes. Prefers coarse, dry, and well-drained soils. Elevation: 400 – 2300 m Blooming period: March - May	Low; site lacks suitable habitat.
INVERTEBRATES				
Bombus crotchii	Crotch bumble bee	SCE	Uncommon species of coastal California east towards the Sierras; select food plan genera include *Antirrhinum, Phacelia, Clarkia, Dendromecon, Eschscholzia, Eriogonum.* Also like lotus, *Encelia* sp., milk weed, and non-native grassland. Don't prefer dense non-native vegetation. Nest in the ground but are not limited by compact soils unless no rodent burrows or crevices are present. Highly impacted by urbanization; unlikely to be found in fragmented habitats and more likely to be found in large undisturbed areas or sites with direct connections to large undisturbed areas.	Low; site lacks suitable habitat due to disturbance
Euphydryas editha quino	quino checkerspot butterfly	FE	Each phase has distinct habitat requirements. Habitat associations seem to be tied to both host plant species and topography. Larvae feed immediately upon *Plantago erecta*, *Plantago patagonia, Antirrhinum coulterianum*, *Cordylanthus rigidus* and possibly other *Plantago* species and *Collinsia concolor*, and *Castilleja exserta*. After diapause, the larvae feed again on *Plantago erecta* before metamorphosing. After metamorphose, the adults nectar mostly on small annuals. The Quino checkerspot butterfly is found in association with topographically diverse open woody canopy landscapes that contain low to moderate levels of non-native vegetation compared to disturbed habitat. Vegetation types that support the Quino checkerspot are coastal sage	Low; site lacks suitable habitat.

Scientific Name	Common Name	Status	General Habitat Description	Potential for Occurrence within the Project Footprint
			scrub, open chaparral, juniper woodland, forblands, and native grassland. Soil and climatic conditions, as well as ecological and physical factors, affect the suitability of habitat within the species' range.	
Gonidea angulata	western ridged mussel	Not listed; Rank: G3, S1S2	Primarily creeks and rivers and less often lakes. Originally in most of state, now extirpated from Central and Southern California.	Low; site lacks suitable habitat.
Rhaphiomidas terminatus abdominalis	Delhi Sands flower-loving fly	FE	Endemic to the Colton Dunes (Delhi series soils) in NW Riverside County and SW San Bernardino County. Fine sandy soils, often wholly or partly sand dunes.	Absent
FISH				
Catostomus santaanae	Santa Ana sucker	FT, AFS-TH	Small to medium sized streams that flow year-round. Depth from several centimeters to over 1 meter deep. Favor cool (<22°C) water and gravel, rubble, and boulder substrates.	Absent.
Gila orcutti	arroyo chub	SSC, FSS, AFS-VU	Cool to warm (10-24°C) streams, most common in slow flowing or backwater areas with sand or mud substrate.	Absent.
Oncorhynchus mykiss irideus pop. 10	steelhead – southern CA DPS	FE, AFS-EN	Anadromous species of salmon that reproduces within southern California watersheds. Steelhead trout hatch in gravel-bottomed, fast-flowing, well-oxygenated rivers and streams.	Absent.
Rhinichthys osculus ssp. 8	Santa Ana speckled dace	SSC, FSS, AFS-TH	Predominantly occupy small streams of the second or third order. Prefer clear, oxygenated water with deep cover or overhead protection from vegetation or woody debris. Requires permanent flowing streams with summer water temps of 17-20°C. Usually inhabits shallow cobble and gravel riffles.	Absent.
AMPHIBIANS				
*Spea hammondii (*also *Scaphiopus hammondii)*	western spadefoot toad	SSC, BLMS	Prefers open areas with sandy or gravelly soils, in a variety of habitats including mixed woodlands, grasslands, coastal sage scrub, chaparral, sandy washes, lowlands, river floodplains, alluvial fans, playas, alkali flats, foothills, and mountains. Rainpools which do not contain bullfrogs, fish, or crayfish are necessary for breeding.	Low; site lacks suitable habitat.
REPTILES				

Scientific Name	Common Name	Status	General Habitat Description	Potential for Occurrence within the Project Footprint
*Actinemys marmorata (*also *Emys marmorata)*	western pond turtle	SSC, BLMS, FSS	A thoroughly aquatic turtle of ponds, marshes, rivers, streams & irrigation ditches, usually with aquatic vegetation, below 2,000 meters in elevation. Need basking sites and suitable (sandy banks or grassy open fields) upland habitat up to 0.5 km from water for egg-laying.	Low; site lacks suitable habitat.
Anniella stebbinsi	Southern California Legless Lizard	SSC, FSS	Occurs in moist warm loose soil with plant cover. Moisture is essential. Occurs in sparsely vegetated areas of beach dunes, chaparral, pine-oak woodlands, desert scrub, sandy washes, and stream terraces with sycamores, cottonwoods, or oaks. Leaf litter under trees and bushes in sunny areas and dunes stabilized with bush lupine and mock heather often indicate suitable habitat.	Low; site lacks suitable habitat.
Arizona elegans occidentalis	California glossy snake	SSC	Inhabits arid scrub, rocky washes, grasslands, chaparral. Appears to prefer microhabitats of open areas and areas with soil loose enough for easy burrowing.	Low-moderate; site consists of open disturbed grassland
Aspidoscelis hyperythra	orange-throated whiptail	WL, FSS	Inhabits low-elevation coastal scrub, chaparral, and valley-foothill hardwood habitats. Prefers washes & other sandy areas with patches of brush & rocks. Perennial plants necessary for its major food-termites.	Low; site lacks suitable habitat.
Aspidoscelis tigris stejnegeri	Coastal whiptail	SSC	Found in a variety of ecosystems, primarily hot and dry open areas with sparse foliage - chaparral, woodland, and riparian areas. Generally, avoids areas of dense grass and thick shrubby growth. Requires warm and sunny areas for basking, friable soil for burrow construction and foraging, open areas for running, and cover of bushes, rocks, or both.	Low; site lacks suitable habitat.
Coleonyx variegatus abbottii	San Diego banded gecko	SSC	Occurs in a wide variety of sage scrub and chaparral habitats, where suitable cover exists associated with granitic outcrops and boulder fields where there is also ground debris (i.e., yucca stalks).	Low; site lacks suitable habitat.
Crotalus ruber	red-diamond rattlesnake	FSS, SSC	Chaparral, woodland, grassland, and desert areas from coastal San Diego County to the eastern slopes of the mountains. Occurs in rocky areas and dense vegetation. Needs rodent burrows, cracks in rocks or surface cover objects.	Low; site lacks suitable habitat.
Phrynosoma blainvillii	coast horned lizard	SSC, BLMS	The species can be found in various scrublands, grasslands, coniferous and broadleaf forests, and woodlands. It can range from the coast to elevations of 2,000 meters in the Southern California mountains. It is most common in mid-elevations of the coastal mountains and valleys within open habitat that offer good opportunities for sunning.	Low; site lacks suitable habitat.

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Thamnophis hammondii	two-striped gartersnake	SSC, FSS, BLMS	Highly aquatic species; prefer habitat adjacent to permanent or semi-permanent bodies of water.	Low; site lacks suitable habitat.
BIRDS				
Accipiter cooperii	Cooper's hawk	WL	Forest and woodland birds. These lanky hawks are a regular sight in parks, quiet neighborhoods, over fields, at backyard feeders, and even along busy streets if there are trees around.	Low to moderate; site lacks suitable habitat due to low amount of trees
Agelaius tricolor	tricolored blackbird	ST, SSC, BLMS, BCC	Freshwater marshes. Suitable breeding habitat includes cattails and bulrushes.	Low; site lacks suitable habitat.
Aimophila ruficeps canescens	Southern California rufous-crowned sparrow	WL	Found on moderate to steep, dry, grass-covered hillsides, coastal sage scrub, and chaparral and often occur near the edges of the denser scrub and chaparral associations. Preference is shown for tracts of California sagebrush.	Low; site lacks suitable habitat.
Ammodramus savannarum	Grasshopper Sparrow	SSC	Breeds in open grasslands, prairies, hayfields, and pastures, typically with some bare ground. Grasshopper Sparrows usually avoid breeding in grasslands with extensive shrub cover, but are a bit more tolerant of shrubs in migration and during the winter. Nests are domed with grasses, typically well concealed in depressions at the base of grass clumps.	Low; site lacks suitable habitat due to high level of disturbance
Aquila chrysaetos	golden eagle	WL, FP, BCC, BLMS	Range-wide, golden eagles occur locally in open country (*e.g.,* tundra, open coniferous forest, desert, barren areas), especially in hills and mountainous regions.	Low; site lacks suitable habitat.
Artemisiospiza belli belli (previously *Amphispiza belli belli*)	Bell's sage sparrow	WL, BCC	The species prefers semi-open habitats with evenly spaced shrubs 1 to 2 meters high. Vertical structure, habitat patchiness, and vegetation density may be more important in habitat selection by the sage sparrow than the specific shrub species, but this sparrow is closely associated with sagebrush throughout most of its range. *Amphispiza belli* consists of four subspecies, three of which breed in California (the fourth subspecies occurs in Baja California). The most widespread subspecies *A. b. belli* resides in the coast ranges from northwestern to southern California, with a small isolated population in the western foothills of the Sierra Nevada.	Low; site lacks suitable habitat due to high level of disturbance

Scientific Name	Common Name	Status	General Habitat Description	Potential for Occurrence within the Project Footprint
Asio otus	long-eared owl	SSC	Uncommon yearlong resident except the Central Valley and Southern California deserts where it is an uncommon winter visitor. Frequents dense, riparian and live oak thickets near meadow edges, and nearby woodland and forest habitats. Also found in dense conifer stands at higher elevations.	Low; site lacks suitable habitat.
Athene cunicularia	burrowing owl	SSC, BCC, BLMS	Open, dry annual or perennial grasslands, deserts and scrublands characterized by low-growing vegetation. Subterranean nester, dependent upon burrowing mammals, most notably, the California ground squirrel.	Moderate; suitable habitat occurs onsite but not observed during 2022 focused burrowing owl surveys.
Buteo swainsoni	Swainson's hawk	ST, BLMS, BCC	Typical habitat includes open desert, grassland, or cropland containing large trees or small groves. Roosts on large trees or ground if none available. Usually found near water but also nest in arid regions. Large open areas of suitable foraging habitat with abundant and available prey base in association with suitable nesting habitat are basic requirements for successful reproduction. Due to habitat conversion, the species has shifted its foraging strategy to rely more heavily on agricultural crops. Extirpated from much of California.	Low-Moderate; site contains cropland and open areas for foraging as well as large eucalyptus and tamarisk trees for nesting. However, extirpated from much California.
Campylorhynchus brunneicapillus sandiegensis	coastal cactus wren	SSC, BCC, FSS	Year-round resident of southern California, found in arid parts of westward-draining slopes. Obligate inhabitants of coastal sage scrub, generally below 3000 ft. Nest almost exclusively in prickly pear and coastal cholla.	Low; site lacks suitable habitat.
Coccyzus americanus occidentalis	western yellow-billed cuckoo	FT, SE, BLMS, FSS, BCC	Woodlands, thickets, orchards, streamside groves. Breeds mostly in dense deciduous stands, including forest edges, tall thickets, dense second growth, overgrown orchards, scrubby oak woods. Often in willow groves around marshes.	Low; site lacks suitable habitat.
Coturnicops noveboracensis	yellow rail	SSC, FSS, BCC	Occur in shallow marshes with fairly short vegetation. For breeding, taller emergent vegetation like cattails does not attract Yellow Rails, but they sometimes nest nearby, where water is shallower and vegetation shorter. They often nest among sedges of the genus Carex. Yellow Rails also inhabit marshes with bulrushes of the genus Scirpus with rushes of the genus Juncus and with reedgrasses of the genus Calamagrostis.	Low; site lacks suitable habitat.

Scientific Name	Common Name	Status	General Habitat Description	Potential for Occurrence within the Project Footprint
			Other plants like bald spikerush, saltmarsh spikerush, red fescue, prairie cordgrass, foxtail barley, black bent, and sweet grass are also associated with Yellow Rail nesting areas. Migrating Yellow Rails turn up in wet meadows, shallow marshes, and agricultural fields with grassy cover or heavy stubble. Wintering Yellow Rails use shallow wetlands as they do in breeding areas, typically dominated by sedges, rushes, bulrushes, and grasses. Southern California is outside of the typical range for this species.	
Elanus leucurus	white-tailed kite	FP, BLMS	Inhabits riparian thickets of willow & other brushy tangles near watercourses. Nests in low, dense riparian, consisting of willow, blackberry, wild grape; forages and nests within 10 feet of ground.	Low; site lacks suitable habitat.
Empidonax traillii extimus	southwestern willow flycatcher	FE, SE	The southwestern willow flycatcher is present in breeding territories by mid-May. It builds nests and lays eggs in late May and early June and fledges young in early to mid-July. Between August and September, the southwestern willow flycatcher migrates to wintering grounds in Mexico, Central America, and possibly northern South America. This species is an insectivore and forages within and above dense riparian vegetation. The breeding range of the species includes southern California. The southwestern willow flycatcher breeds in relatively dense riparian tree and shrub communities associated with rivers, swamps, and other wetlands including lakes and reservoirs. Habitat patches must be at least 0.25 ac in size and at least 30 feet wide. Following modern changes to riparian communities, this subspecies still nests in native vegetation, but also uses thickets dominated by non-native tamarisk and Russian olive, or in mixed native non-native stands.	Low; site lacks suitable habitat.
Icteria virens	yellow-breasted chat	SSC	Yellow-breasted chats in southern California are primarily found in dense, relatively wide riparian woodlands and thickets of willows, vine tangles, and dense brush with well-developed understories. Nesting areas are associated with streams, swampy ground, and the borders of small ponds.	Low; site lacks suitable habitat.
Laterallus jamaicensis coturniculus	California black rail	ST, FP, BLMS, BCC	Nests in Northern California in marshes and wet meadows including riparian marshes, coastal prairies, saltmarshes, and impounded wetlands. The majority are found in the tidal salt marshes of the	Low; site lacks suitable habitat.

Scientific Name	Common Name	Status	General Habitat Description	Potential for Occurrence within the Project Footprint
			northern San Francisco Bay region, primarily in San Pablo and Suisun Bays. Smaller populations occur in San Francisco Bay, the Outer Coast of Marin County, freshwater marshes in the foothills of the Sierra Nevada, and in the Colorado River Area. All of its habitats have stable shallow water, usually just 1-2 inches deep at most. In California, American glasswort, various bulrush (Scirpus) species, and the alkali seaheath (*Frankenia salina*) are key plants for Black Rails. Away from tidal habitats, Black Rails nest in a variety of wet meadows, marsh edges (including along creeks and rivers), around farm ponds, and even in hayfields with standing water. Migrating birds and wintering birds select habitats with the same characteristics as breeding habitats, but some occur in dry rice fields, among other rail species, as well.	
Polioptila californica californica	coastal California gnatcatcher	FT, SSC	Obligate, permanent resident of coastal sage scrub below 835 meters in Southern California. Low, coastal sage scrub in arid washes, on mesas & slopes. Not all areas classified as coastal sage scrub are occupied.	Low; site lacks suitable habitat.
*Setophaga petechia (*previously *Dendroica petechia)*	yellow warbler	SSC, BCC	Found in thickets and other disturbed or regrowing habitats, particularly along streams and wetlands. Nests in the vertical fork of a bush or small tree such as willow.	Low; site lacks suitable habitat.
Spinus lawrencei	Lawrence's goldfinch	BCC	Open woodland or shrubland with water nearby. Builds nests in dense foliage of tree or shrubs- preferably oak, but also cypress, cedar or riparian thicket.	Low; site lacks suitable habitat.
Vireo bellii pusillus	least Bell's vireo	FE, SE	Summer resident of Southern California in low riparian, in vicinity of water or in dry river bottoms; below 2000 ft. Nests placed along margins of bushes or on twigs projecting into pathways, usually willow, baccharis, or mesquite.	Low; site lacks suitable habitat.
MAMMALS				
Antrozous pallidus	pallid bat	SSC, BLMS, FSS, WBWG (H)	Occurs in deserts, grasslands, shrublands, woodlands and forests but is most common in open, dry habitats. Commonly roost in rock crevices, caves, and mine tunnels but also roost in the attics of houses, under the eaves of barns, in hollow trees. Roosts must protect bats from high	Low-Moderate; suitable roosting habitat could be present in few

Scientific Name	Common Name	Status	General Habitat Description	Potential for Occurrence within the Project Footprint
			temperatures. This species is very sensitive to disturbance of roosting sites.	Eucalyptus trees on site.
Chaetodipus fallax fallax	northwestern San Diego pocket mouse	SSC	This species inhabits coastal sage scrub, sage scrub/grassland ecotones, and chaparral communities. Sandy, herbaceous areas, usually in association with rocks or coarse gravel. It inhabits open, sandy areas of both the Upper and Lower Sonoran life-zones of southwestern California and northern Baja California.	Low; site lacks suitable habitat including sage scrub.
Dipodomys merriami parvus	San Bernardino kangaroo rat	FE, SSC	This species is typically found in Riversidean alluvial fan sage scrub and sandy loam soils, alluvial fans and flood plains, and along washes with nearby sage scrub, chaparral and even disturbed areas that are associated with alluvial processes. Soil texture is a primary factor in this subspecies' occurrence. Sandy loam substrates allow for the digging of simple, shallow burrows. The species is found in open grassland habitats where the sparse vegetation is mainly composed of shrubs, sagebrush, grasses and forbs.	Low; site lacks suitable habitat, lack of alluvial habitat and high level of disturbance
Dipodomys stephensi	Stephens' kangaroo rat	FE, ST	The species is found in open grassland habitats where the sparse vegetation is mainly composed of shrubs, sagebrush, grasses and forbs. Species avoids dense grasses (for example, non-native bromes) and are more likely to inhabit areas where the annual forbs disarticulate in the summer and leave more open areas.	Low; habitat contains sparse grasses, but level of disturbance is high from mowing and agriculture
Eumops perotis californicus	western mastiff bat	SSC, BLMS, WBWG (H)	Open, semi-arid to arid habitats, including conifer and deciduous woodlands, coastal scrub, annual and perennial grasslands, palm oases, chaparral, desert scrub, and urban. Suitable habitat consists of extensive open areas with abundant roost locations provided by crevices in rock outcrops and buildings.	Low-Moderate; suitable roosting habitat could be present in few Eucalyptus trees on site.
Lasiurus xanthinus	western yellow bat	SSC, WBWG (H)	Year-round resident of southern CA, found below 2000 ft in or near foothill or desert riparian habitats. Roosts in trees, including palm trees, in and near palm oases and riparian habitats.	Low-Moderate; suitable roosting habitat could be present in few Eucalyptus trees on site.

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Lepus californicus bennettii	San Diego black-tailed jackrabbit	SSC	This species is found in western Riverside County in suitable grassland, sage scrub and chaparral (openings) habitat. It is also found in substantial numbers in agricultural and rural residential settings.	Low; site lacks suitable habitat due to high level of disturbance
Neotoma lepida intermedia	San Diego desert woodrat	SSC	Abundant in rock outcrops and rocky cliffs and slopes with moderate to dense canopies preferred. Habitats include Joshua tree, pinyon-juniper, mixed chaparral, sagebrush, and most desert habitats.	Low; site lacks suitable habitat.
Nyctinomops femorosaccus	pocketed free-tailed bat	SSC, WBWG (M)	Year-round resident of southern CA. Habitats used include pinyon-juniper woodlands, desert scrub, desert succulent shrub, desert riparian, desert wash, alkali desert scrub, Joshua tree, and palm oasis. Roosts in rock crevices, caverns, or buildings.	Low-Moderate; suitable roosting habitat could be present in few Eucalyptus trees on site.
Nyctinomops macrotis	big free-tailed bat	SCC, WBWG (MH)	This species roosts in buildings, caves, and occasionally in holes in trees. They also roost in crevices in high cliffs or rock outcrops.	Low-Moderate; suitable roosting habitat could be present in few Eucalyptus trees on site.
Perognathus longimembris brevinasus	Los Angeles pocket mouse	SSC	Inhabits lower elevation grassland, alluvial sage scrub, and coastal sage scrub. Extirpated from most or all of the San Fernando and San Bernardino valleys.	Low; site lacks suitable habitat. Extirpated from the San Bernardino area.

Legend

Federal Endangered Species Act (ESA) Listing Codes: federal listing is pursuant to the Federal Endangered Species Act of 1973, as amended (ESA).
FE = federally listed as endangered: any species, subspecies, or variety of plant or animal that is in danger of extinction throughout all or a significant portion of their range.
FT = federally listed as threatened: any species, subspecies, or variety of plant or animal that is considered likely to become endangered throughout all or a significant portion of its range within the foreseeable future.

California Endangered Species Act (CESA) Listing Codes: state listing is pursuant to § 1904 (Native Plant Protection Act of 1977) and §2074.2 and §2075.5 (California Endangered Species Act of 1984) of the Fish and Game Code, relating to listing of Endangered, Threatened and Rare species of plants and animals.
SE = state listed as endangered: any species, subspecies, or variety of plant or animal that are in serious danger of becoming extinct throughout all, or a significant portion, of their range.
ST = state listed as threatened: any species, subspecies, or variety of plant or animal that, although not presently threatened with extinction, is likely to become an endangered species in the foreseeable future.
SCE = state listed as candidate endangered.
SD = state delisted species.

California Department of Fish and Wildlife (CDFW):
SSC = species of special concern: status applies to animals which 1) are declining at a rate that could result in listing, or 2) historically occurred in low numbers and known threats to their persistence currently exist. The CDFW has designated certain vertebrate species as "species of special concern" because declining population levels, limited ranges, and/or continuing threats have made them vulnerable to extinction.
CE= Candidate Endangered.
FP = fully protected: animal species may not be taken or possessed at any time and no licenses or permits may be issued for their take except for collecting these species for necessary scientific research and relocation of the bird species for the protection of livestock.
WL = watch list: these birds have been designated as "Taxa to Watch" in the *California Bird Species of Special Concern report* (Shuford and Gardali 2008). The report defines "Taxa to Watch" as those that are not on the current special concern list that (1) formerly were on the 1978 (Remsen 1978) or 1992 (CDFG 1992) special concern lists and are not currently listed as state threatened and endangered; (2) have been removed (delisted) from either the state or federal threatened and endangered lists (and remain on neither), or (3) are currently designated as "fully protected" in California.

United States Forest Service (USFS):
FSS = Forest Service sensitive: those plant and animal species identified by a Regional Forester that are not listed or proposed for listing under the ESA and for which population viability is a concern, as evidenced by: (a) significant current or predicted downward trends in population numbers or density or (b) significant current or predicted downward trends in habitat capability that would reduce a species' existing distribution."

United States Fish and Wildlife Service (USFWS):
BCC = USFWS bird of conservation concern: listed in the USFWS'S 2008 *Birds of Conservation Concern* report. The report identifies species, subspecies, and populations of all migratory non-game birds that, without additional conservation actions, are likely to become candidates for listing under the ESA. While

all of the bird species included in the report are priorities for conservation action, the list makes no finding with regard to whether they warrant consideration for ESA listing.

United States Bureau of Land Management (BLM):
BLMS = BLM sensitive: those plant and animal species on BLM administered lands and that are (1) under status review by the USFWS/NMFS; or (2) whose numbers are declining so rapidly that federal listing may become necessary, or (3) with typically small and widely dispersed populations; or (4) those inhabiting ecological refugia or other specialized or unique habitats. BLM policy is to provide the same level of protection as USFWS candidate species.

American Fisheries Society: Listing of imperiled freshwater and diadromous fishes of North America prepared by the American Fisheries Society's Endangered Species Committee.
AFS-E= Endangered
AFS-TH= Threatened
AFS-V= Vulnerable

California Rare Plant Ranks (Formerly known as CNPS Lists): the CNPS is a statewide, non-profit organization that maintains, with CDFG, an Inventory of Rare and Endangered Plants of California. In the spring of 2011, CNPS and CDFG officially changed the name "CNPS List" or "CNPS Ranks" to "California Rare Plant Rank" (or CPRP). This was done to reduce confusion over the fact that CNPS and CDFG jointly manage the Rare Plant Status Review Groups and the rank assignments are the product of a collaborative effort and not solely a CNPS assignment.

CRPR: 1A - California Rare Plant Rank of 1A: Plants presumed extirpated in California and either rare or extinct elsewhere. Plants with a California Rare Plant Rank of 1A are presumed extirpated or extinct because they have not been seen or collected in the wild in California for many years. All of the plants constituting California Rare Plant Rank 1A meet the definitions of the California Endangered Species Act of the California Fish and Game Code, and are eligible for state listing. Should these taxa be rediscovered, and impacts proposed to individuals or their habitat, they must be analyzed during preparation of environmental documents relating to CEQA, or those considered to be functionally equivalent to CEQA, as they meet the definition of Rare or Endangered under CEQA Guidelines §15125 (c) and/or §15380.

CRPR: 1B - California Rare Plant Rank 1B: Plants Rare, Threatened, or Endangered in California and Elsewhere. All of the plants constituting California Rare Plant Rank 1B meet the definitions of Sec. 1901, Chapter 10 (Native Plant Protection Act) or Secs. 2062 and 2067 (California Endangered Species Act) of the California Department of Fish and Game Code, and are eligible for state listing. It is mandatory that they be fully considered during preparation of environmental documents relating to CEQA.

CRPR: 2A - California Rare Plant Rank 2A: Plants presumed extirpated in California but common elsewhere. Plants with a California Rare Plant Rank of 2A are presumed extirpated because they have not been observed or documented in California for many years. This list only includes plants that are presumed extirpated in California, but more common elsewhere in their range. All of the plants constituting California Rare Plant Rank 2A meet the definitions of the California Endangered Species Act of the California Fish and Game Code, and are eligible for state listing. Should these species be rediscovered, any impacts proposed to individuals or their habitat must be analyzed during preparation of environmental documents relating to CEQA, or

those considered to be functionally equivalent to CEQA, as they meet the definition of Rare or Endangered under CEQA Guidelines §15125 (c) and/or §15380.

CRPR: 2B - California Rare Plant Rank 2B: Plants rare, threatened, or endangered in California but more common elsewhere. All of the plants constituting California Rare Plant Rank 2 meet the definitions of Sec. 1901, Chapter 10 (Native Plant Protection Act) or Secs. 2062 and 2067 (California Endangered Species Act) of the California Department of Fish and Game Code, and are eligible for state listing. It is mandatory that they be fully considered during preparation of environmental documents relating to CEQA.

CRPR: 3 – California Rare Plant Rank 3: Review List: Plants about which more information is needed. Plants with a California Rare Plant Rank of 3 are united by one common theme – there is a lack of necessary information to assign them to one of the other ranks or to reject them. Nearly all of the plants constituting California Rare Plant Rank 3 are taxonomically problematic. Many of the plants constituting California Rare Plant Rank 3 meet the definitions of the California Endangered Species Act of the California Fish and Game Code, and are eligible for state listing. Impacts to these species or their habitat should be analyzed during preparation of environmental documents relating to CEQA, or those considered to be functionally equivalent to CEQA, as they may meet the definition of Rare or Endangered under CEQA Guidelines §15125 (c) and/or §15380.

CRPR: 4 - California Rare Plant Rank 4: Plants of Limited Distribution - A Watch List. Very few of the plants constituting California Rare Plant Rank 4 meet the definitions of Sec. 1901, Chapter 10 (Native Plant Protection Act) or Secs. 2062 and 2067 (California Endangered Species Act) of the California Department of Fish and Game Code, and few, if any, are eligible for state listing. Nevertheless, many of them are significant locally, and CNPS and CDFG strongly recommend that California Rare Plant Rank 4 plants be evaluated for consideration during preparation of environmental documents relating to CEQA.

California Native Plant Society (CNPS) Threat Ranks: The CNPS Threat Rank is an extension added onto the California Rare Plant Rank (CRPR) and designates the level of endangerment by a 1 to 3 ranking with 1 being the most endangered and 3 being the least endangered. A Threat Rank is present for all California Rare Plant Rank 1B's, 2's, 4's, and the majority of California Rare Plant Rank 3's. California Rare Plant Rank 4 plants are seldom assigned a Threat Rank of 0.1, as they generally have large enough populations to not have significant threats to their continued existence in California; however, certain conditions exist to make the plant a species of concern and hence be assigned a California Rare Plant Rank. In addition, all California Rare Plant Rank 1A (presumed extinct in California), and some California Rare Plant Rank 3 (need more information) plants, which lack threat information, do not have a Threat Rank extension.

0.1 = seriously endangered in California (over 80% of occurrences threatened / high degree and immediacy of threat)
0.2 = fairly endangered in California (20-80% occurrences threatened / moderate degree and immediacy of threat)

Sources:

- CNPS Inventory of Rare and Endangered Plants (CNPS 2021)
- The Jepson Manual: *Vascular Plants of California,* second edition (Baldwin *et al.* 2012).
- RareFind, CDFW, California Natural Diversity Database (CNDDB) (CDFW 2021).
- State and Federally Listed Endangered, Threatened, and Rare Plants of California (CDFW, July 2021).

- State and Federally Listed Endangered and Threatened Animals of California (CDFW, July 2021).
- Special Animals List (CDFW, July 2021).
- Life History Accounts (CDFW).
- Sensitive List (BLM)

Appendix D:
Habitat conditions for
Delhi Sands Flower-loving
Fly on portions of the
Parkside Specific
Plan Area, Ontario, CA

Ken H. Osborne
Osborne Biological Consulting
6675 Avenue Juan Diaz
Riverside, CA 92509

September 26, 2022

Attn: Mr. Sage McCleve
Vice President - Planned Communities
Lewis Management Corp.
1156 N. Mountain Avenue
Upland, CA 91786

RE: Habitat conditions for Delhi Sands Flower-loving Fly on portions of the Parkside Specific Plan Area, Ontario, CA.

To Whom It May Concern:

The Lewis Management Corporation has requested my evaluation of habitat suitability for the federally endangered Delhi Sands Flower-loving Fly (DSF, *Rhaphiomidas terminatus abdominalis*), for the 235.5-acre Parkside Specific Plan Area (herein referred as the project site) in Ontario, San Bernardino County, California. The Parkside Specific Plan Area, located southwest of the intersection of Ontario Ranch Road and South Archibald Avenue and Sumner Avenue, north of Eucalyptus Avenue, and is roughly bisected by the north-south trending Cucamonga Creek Channel, dividing the site into a western 131.4-acre portion and an eastern 104.1-acre portion. These areas are indicated on the attached maps (Figures 1 and 2). For the purpose of this habitat assessment, I have evaluated site conditions for DSF suitability in terms of site characteristics on the basis of a detailed grading system I have developed in recent years.

Summary Conclusions: The entire project site unsuitable for DSF. The eastern 104.1-acre portion of the site has extensive imported soils associated with ongoing development and has its native soils thoroughly intermixed with very fine silty Hilmar soils. The western 131.4-acre portion of the site remains in irrigated agricultural use (as has been the case for decades) with a thin, 3.45-acre waste area of ruderal vegetation on the northern edge of the site.

Qualifications: Although I possess USFWS 10(a) permitting to survey for the federally endangered Delhi Sands Flower-loving Fly, such permitting is generally awarded to biologists only on the basis of a biologist's experience with and/or ability to identify adult DSF, such permitting not awarded on the basis of any real understanding of DSF biology, ecology, or habitat requirements. Traditionally, USFWS considered any land (within the known range of DSF) to have been mapped with Delhi Sands soils (Woodruff 1980) as subject to formal survey for the DSF. Thus, my additional qualifications in this regard include BS, MS, degrees in entomology, 55 years general entomological experience, over thirty-five years' experience with research and discoveries in *Rhaphiomidas* life history, biology, and ecology, such that I am now a leading expert in this narrow field of study.

Methods: On June 30, 2022, I visited the project sites in order to investigate habitat suitability for the DSF. I have reviewed soil maps covering the subject site, prepared by the California Department of Agriculture (Woodruff 1980, Knecht 1971). Aerial imagery covering the site, dating from 1985 to 2022 (Google Earth) was reviewed in order to gain an understanding of land use regimens in recent years. Other reports of habitat evaluations and DSF surveys in the vicinity of the project site have been reviewed. Photographs were taken of the site along with field notes on vegetation and soil conditions. I examined the subject site to rate its potential to support DSF, the rating based on the following scale of 1 to 5, with 5 being the best quality and most suitable habitat in my judgment:

1. Developed areas, non-Delhi sands soils with high clay, silt, and/or gravel content. Delhi sands extensively and deeply covered by dumping of exotic soils, rubble, trash, manure, or organic debris. *Unsuitable.*

2. Delhi sands are present but the soil characteristics include a predominance of exotic soils such as alluvial materials, or predominance of other foreign contamination as gravels, manure, or organic debris. Severe and frequent disturbance (such as a maintenance yard or high use roadbed). *Very Low Quality.*

3. Moderately contaminated Delhi sands. Delhi sands with moderate to high disturbance (such as annual disking). Sufficient Delhi Sands are present to prevent soil compaction (related to contamination by foreign soils). Some sandy soils exposed on the surface due to fossorial animal activity. *Low Quality.*

4. Abundant clean Delhi Sands with little or no foreign soils (such as alluvial material) present. Moderate abundance of exposed sands on the soil surface. Low vegetative cover. Evidence of moderate degree of fossorial animal activity by vertebrates and invertebrates. May represent high quality habitat with mild or superficial disturbance. *Moderate Quality*

5. Sand dune habitat with clean Delhi Sands. High abundance of exposed sands on the soil surface. Low vegetative cover. Evidence (soil surface often gives under foot) of high degree of fossorial animal activity by vertebrates and invertebrates. Sand associated plant and arthropod species may be abundant and vegetation species composition is often indicative of low disturbance. *High Quality*

It should be noted that habitat qualities often vary spatially within a site so that conditions on a site fall within a range of qualities. Further, overall habitat quality is affected by the overall habitat area on a site, such that very small areas diminish the overall habitat value of a site. Habitat conditions rated from *Very Low Quality* up to *High Quality*, are formally considered as representing *Suitable* conditions for the DSF. Use of this habitat rating system is somewhat subjective and best undertaken by a biologist who has extensive experience with *Rhaphiomidas* species. It must be noted that these ratings do not infer or imply actual occupancy by DSF, only relative potential to harbor the species, and relative conservation value of the land should DSF be found.

Results: Department of Agriculture, Soil Conservation Service map (Woodruff 1980) and associated web based resources (https://casoilresource.lawr.ucdavis.edu/gmap/) show the site to have Delhi fine sand soils on the approximate western three quarters of the site with eastern and

southeastern portions of the site on Hilmar loamy very fine sands (Woodruff 1980, Figure 3). The eastern 104.1-acre portion of the site has extensive imported soils associated with ongoing development and has any of its native sandy soils thoroughly intermixed with very fine silty Hilmar soils (Figures 4 and 5). Portions of the eastern site were developed on graded for impending development at the time of my site investigation. Aerial imagery available on Google Earth, shows that the project site has been in active agricultural use from at least 1985 right up to 2020 when development of eastern portions began. The site has been surrounded by irrigated crop cultivation and dairy operations to distances of 2 to five kilometers through this period, with residential development encroaching over the recent decade. The western 131.4-acre portion of the site is currently maintained in irrigated agricultural use (Figure 6) with thin marginal strips of uncultivated waste areas supporting ruderal vegetation both the northern and southern edges of the cultivated fields (Figure 2). The northern strip includes approximately 3.45 acres, and the southern field margin is approximately 1.8 acres. The ruderal vegetation on these field margins is dominated by *Kochia* to the exclusion of nearly all other plants on the southern field margin, and by *Kochia*, *Malva*, and *Verbesina* on the northern field margin (Figures 7 and 8).

Discussion and Conclusions: Portions of the project site on the east side of the Cucamonga channel are unsuitable for DSF due to the lack of suitable soils – with areas mapped on Delhi sands altered by intermixing with exotic soils and the native very fine Hilmar soils. Irrigated agricultural use for crops and the thin adjacent waste areas with ruderal vegetation west of the Cucamonga channel are not suitable for DSF due to the lack of ecological function for the DSF – a species which relies on a native fauna of soil dwelling insects for its immature development in the soil, with the native fauna dependent on overall habitat condition (as often indicated by presence and abundance of particular plant species indicative of habitat health and ecological function). The entire project site, surrounded as it has been over decades by a densely packed matrix of irrigated croplands and dairy operations (and recently residential developments) out for some two to five kilometers in all directions would likely have no source population for DSF establishment even were habitat conditions on the site suitable. The nearest DSF occurrence of which I am aware was found just north of the Hwy 60 some 4.6 kilometers away from the site (where the DSF is likely now extinct [Osborne 2016]). The nearest extant DSF population appears 6.13 kilometers to the northeast of the project site, within the Ontario Recovery Unit. It is my understanding that the DSF has never been documented on any site southwest of the Hwy 60, Interstate 15 interchange – and area which with its long history of agricultural use, may have long ago extirpated any DSF population there. Similar findings have previously been made on similar agricultural and dairy lands of southern Ontario (Osborne 2004) and areas with active irrigated agriculture (Osborne 2016b). On the basis of my experience, conditions on the entire Parkside Specific Plan Area are currently *Unsuitable* for DSF.

References:

Knecht, A.A. 1971. Soil survey of western Riverside area, California. U.S. Department of Agriculture, Soil Conservation Service.

Osborne, K. H. 2003. *Delhi Sands Flower-loving fly Habitat Assessment for the Hermosa Cemetery, Colton.* Prepared for Inland Memorial Cremations and Burial. Submitted to the U.S. Fish and Wildlife Service, CA.

Osborne, K. H. 2004. Focused Survey for Delhi Sands Giant Flower-loving Fly (*Rhaphiomidas terminatus abdominalis*) on a 38.88-acre site in Ontario, San Bernardino County, California. Submitted to USFWS, Carlsbad, October 2004.

Osborne, K. H. 2016. Second year focused survey for Delhi Sands Flower-loving Fly (*Rhaphiomidas terminatus abdominalis*) on the 10-acre Bloch site, Ontario, San Bernardino County, California. Submitted to USFWS, Carlsbad, October 2016.

Osborne, K. H. 2016b. First year focused survey for Delhi Sands Flower-loving Fly (*Rhaphiomidas terminatus abdominalis*) on portions of the Riverside Transmission Reliability Project, Riverside County, California. Submitted to USFWS, Carlsbad, November 2016.

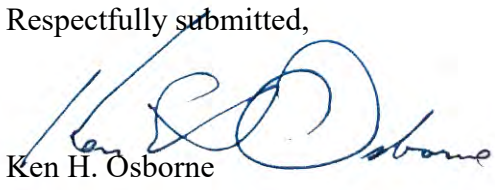
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Woodruff, G. A. 1980. Soil survey of San Bernardino County, southwestern part, California. U.S. Department of Agriculture, Soil Conservation Service

Respectfully submitted,



Ken H. Osborne

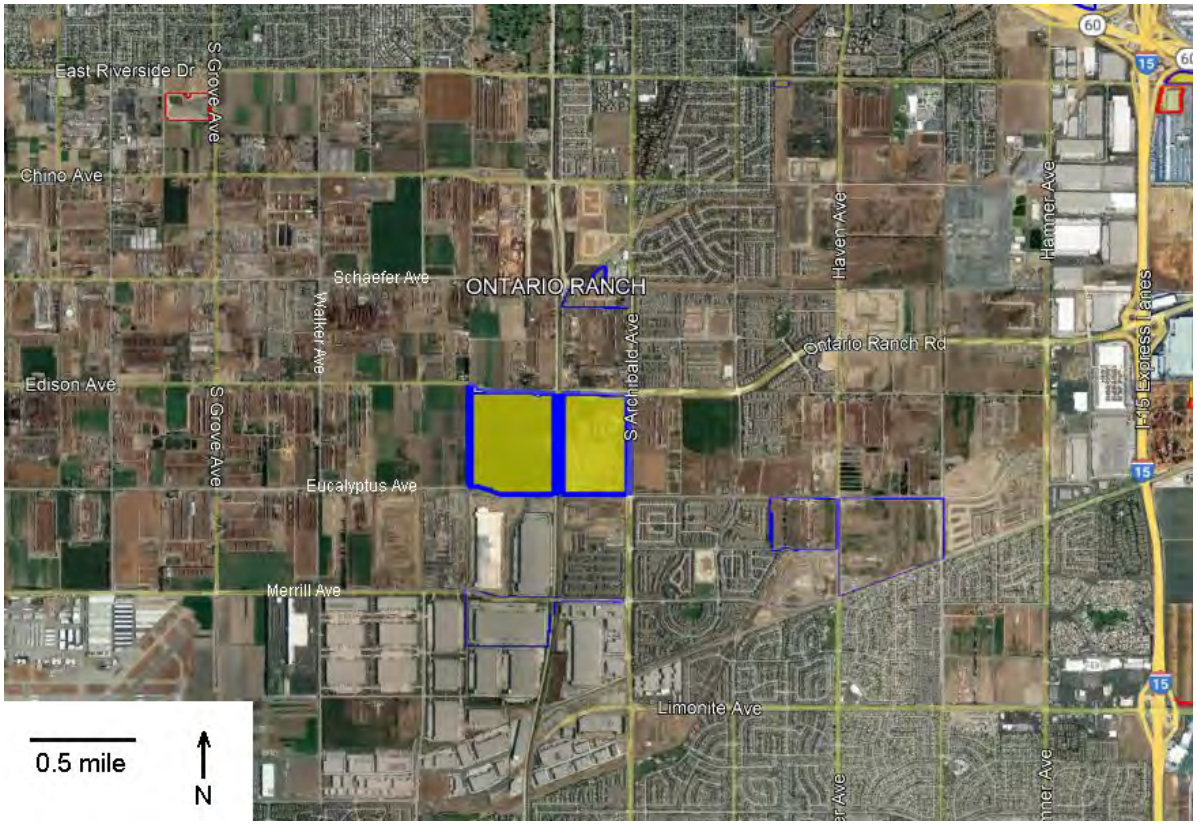


Figure 1. Aerial image with vicinity and habitat conditions (dairies and residential communities) surrounding the subject site (outlined in blue, highlighted yellow).



Figure 2. Aerial image (Google Earth 2020) showing the subject site (outlined in blue). Yellow shaded northern and southern margins of agricultural fields are with ruderal vegetation.

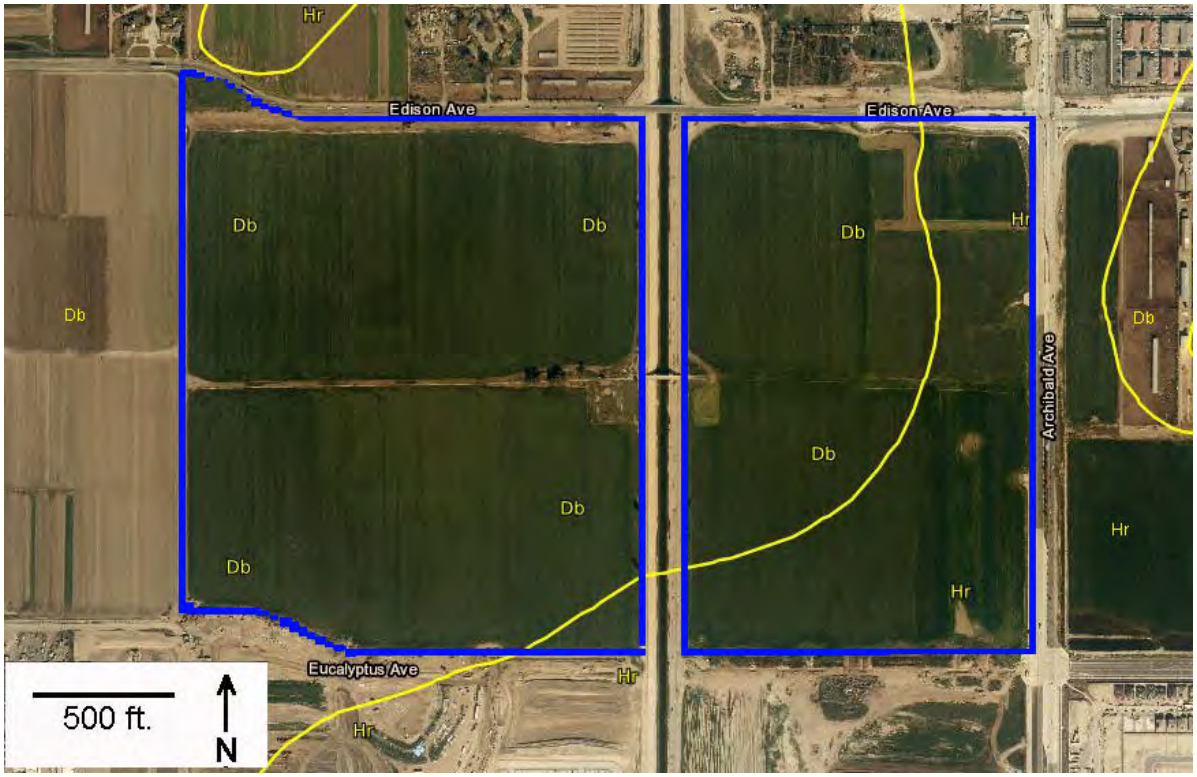


Figure 3. Soil types on the subject site (outlined in blue): Yellow lines separate soils: DB = Delhi sands; Hr = Hilmar loamy very fine sands.



Figure 4. Photograph of the eastern part of the study site with exotic soils, representing habitat *Unsuitable* for DSF.



Figure 5. Photograph of consolidated very fine Hilmar silty soils exposed in a cut on the eastern portion of the project site (these soils are *Unsuitable* for DSF).



Figure 6. Photograph of central portion of the western 131.4-acre area west of the project site, showing irrigated agricultural use.



Figure 7. Photograph of ruderal vegetation on a thin strip of land adjacent to agricultural fields on the northwestern edge of the project area. This area is *Unsuitable* for DSF.



Figure 8. Photograph of ruderal vegetation (dense thicket of *Kochia*) on a thin strip of land adjacent to agricultural fields on the southwestern edge of the project area. This area is *Unsuitable* for DSF.

Cultural Resources Assessment

Parkside Specific Plan Amendment Project
Ontario, California

PREPARED FOR:

Lewis Management Corp.
1156 N. Mountain Avenue
Upland, California 91786
Contact: Sage McCleve



PREPARED BY:

VCS Environmental
30900 Rancho Viejo Road, Suite 100
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Director, Cultural Services

July 2023

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C Native American Heritage Commission (NAHC)/Tribal Scoping
D Historic Property Survey Report (Urbana)
E Personnel Qualifications

National Archaeological Database (NADB) Information Sheet

Parkside Specific Plan Project
Ontario, California

by
Patrick Maxon, M.A., RPA

July 2023

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USGS *Corona North and Guasti, CA* 7.5-Minute Quadrangles; Township 2 South; Range 7 West, Section 15 (S.B.B.M.).

Project area: 185.81 acres

Investigation: CEQA Phase I: literature review, pedestrian field survey; P-36-012533

Key Words: Assessment, SCCIC, SBCM, NAHC

MANAGEMENT SUMMARY

Purpose and Scope

VCS Environmental was retained by Lewis Management Corp. to complete a Phase I Cultural Resources Assessment for the proposed Parkside Specific Plan Amendment project in Ontario, San Bernardino County, California. This report provides a summary of past and current cultural resources investigations in support of the California Environmental Quality Act (CEQA) analysis for the Project. The previous cultural resources study (PCR 2006) completed for the Parkside Specific Plan Draft Environmental Impact Report (EIR) (Webb 2006) concluded no historical resources were located on the Project site. The mitigation measures developed in the EIR are carried forward in this study.

The format of this report follows *Archaeological Resource Management Reports (ARMR): Recommended Contents and Format* (Office of Historic Preservation 1990).

Dates of Investigation

A cultural resources literature review was completed on July 28, 2021 by Michelle Galaz, Assistant Coordinator at the South Central Coastal Information Center (SCCIC) at California State University, Fullerton (Attachment A). A paleontological resources literature review was completed by Scott Kottkamp at the San Bernardino County Museum (SBCM) on May 6, 2022 (Attachment B). A Sacred Lands File Search and a Tribal contacts list was requested of the Native American Heritage Commission (NAHC) on September 12, 2022 (Attachment C). A cultural resources survey of the Project site was conducted by Carrie Lambert on August 16, 2022. A Historic Property Survey Report was completed for the built environment on February 27, 2023. (Attachment D). This report was completed in July 2023.

Findings of Investigation

Implementation of the proposed Project would not adversely affect any known significant archaeological or historical resources or fossil localities. The area, however, is known to contain historical resources and fossils are recorded nearby.

- The SCCIC records search identified no cultural resources recorded within the Project area. Six resources have been identified within one mile of the Project site. Site P-36-012533 extends along and under Archibald Avenue, which defines the eastern boundary of the Project site. It is an alignment of historic-era construction debris laid down as an engineered roadbed. An isolated mano (P-36-033020) is recorded less than one-half mile to the south, along Carpenter Avenue, north of Merrill Avenue.
- The SCCIC records search identified no cultural resources studies completed within the Project site. Twenty-five reports are identified within one mile of the Project site.
- Cucamonga Creek Channel and its adjacent access roads are not eligible for the NRHP, CRHR, or local designation.
- The San Bernardino County Museum (SBCM) reports no known fossil localities recorded within the Project site; however, fossils have been found and recorded nearby in the same sedimentary deposits that exist on the Project site. The nearest localities appear to be approximately 1.8 miles southeast.

Investigation Constraints

None.

Summary and Recommendations

Implementation of the proposed Project would not adversely affect any existing known significant archaeological or paleontological resources. Tribal Cultural Resources have been recorded within one-half mile of the Project site (P-36-033020). No fossil localities are present onsite; however, surficial alluvial fan deposits (Qyf) of late Pleistocene to Holocene age cover the site and Older Pleistocene age alluvium (Qoa) directly underlies younger surficial alluvium. The Older Alluvium could contain fossils that are recorded nearby in the same sedimentary deposits.

The Mitigation Monitoring and Reporting Program (MMRP) for the Parkside Specific Plan Draft EIR (Webb 2006) to mitigate potential impacts to undiscovered buried cultural and paleontological resources within the Project shall be implemented to the satisfaction of the lead agency. This program shall include, but not be limited to, the following actions:

MM Cultural 1: Should any cultural and/or archaeological resources be accidentally discovered during construction, construction activities shall be moved to other parts of the project site and a qualified archaeologist shall be contacted to determine the significance of these resources. If the find is determined to be an historical or unique archaeological resource, as defined in Section 15064.5 of the CEQA Guidelines, avoidance or other appropriate measures shall be implemented.

MM Cultural 2: If human remains are uncovered at any time, all activities in the area of the find shall be halted by the developer or its contractor and the County Coroner shall be notified immediately pursuant to CA Health & Safety Code Section 7050.5 and CA PRC Section 5097.98. If the Coroner determines that the remains are of Native American origin, the Coroner shall proceed as directed in Section 15064.5(e) of the CEQA Guidelines.

MM-Cultural 3: Prior to the issuance of a grading permit, a qualified paleontologist shall be retained to prepare a Paleontological Resources Survey of the project site, for approval by the City, to determine the site specific potential of finding paleontological resources within the project site. If the approved Paleontological Resources Survey determines that it is unlikely that paleontological resources will be uncovered by earth-moving activities, grading and construction activities may proceed, subject to compliance with all other mitigation measures. However, if the approved Paleontological Resources Survey determines that it is likely that paleontological resources will be uncovered during earth-moving activities, a qualified paleontologist shall be retained to develop a Paleontological Resources Monitoring and Treatment Plan (PRMTP) for approval by the City. Following City approval of the PRMTP, grading and construction activities may proceed in compliance with the provisions of the approved PRMTP. The PRMTP shall include the following measures:

a. Identification of those locations within the Project area where paleontological resources are likely to be uncovered during grading.

b. A monitoring program specifying the procedures for the monitoring of grading activities by a qualified paleontologist or qualified designee.

c. If fossil remains large enough to be seen are uncovered by earth-moving activities, a qualified paleontologist or qualified designee shall temporarily divert earth-moving activities around the fossil site until the remains have been evaluated for significance and, if appropriate, have been recovered; and the paleontologist or qualified designee allows earth-moving activities to proceed

through the site. If potentially significant resources are encountered, a letter of notification shall be provided in a timely manner to the City, in addition to the report (described below) that is filed at completion of grading.

d. If a qualified paleontologist or qualified designee is not present when fossil remains are uncovered by earth-moving activities, these activities shall be stopped, and a qualified paleontologist or qualified designee shall be called to the site immediately to evaluate the significance of the fossil remains.

e. At a qualified paleontologist or qualified designee's discretion and to reduce any construction delay, a construction worker shall assist in removing fossiliferous rock samples to an adjacent location for temporary stockpiling pending eventual transport to a laboratory facility for processing.

f. A qualified paleontologist or qualified designee shall collect all significant identifiable fossil remains. All fossil sites shall be plotted on a topographic map of the Project area.

g. If the qualified paleontologist or qualified designee determines that insufficient fossil remains have been found after fifty percent of earthmoving activities have been completed, monitoring can be reduced or discontinued.

h. Any significant fossil remains recovered in the field as a result of monitoring or by processing rock samples shall be prepared, identified, catalogued, curated, and accessioned into the fossil collections of the San Bernardino County Museum, or another museum repository complying with the Society of Vertebrate Paleontology standard guidelines. Accompanying specimen and site data, notes, maps, and photographs also shall be archived at the repository.

i. Within 6 months following completion of the above tasks, a qualified paleontologist or qualified designee shall prepare a final report summarizing the results of the mitigation program and presenting an inventory and describing the scientific significance of any fossil remains accessioned into the museum repository. The report shall be submitted to the City Planning Department and the museum repository. The report shall comply with the Society of Vertebrate Paleontology standard guidelines for assessing and mitigating impacts on paleontological resources.

HUMAN REMAINS

Project-related earth disturbance nearly always has the potential to unearth previously undiscovered human remains, resulting in a potentially significant impact. If human remains are encountered during excavation activities, all work shall halt and the County Coroner shall be notified (*California Health and Safety Code,* §7050.5). The Coroner will determine whether the remains are of forensic interest. If the Coroner determines that the remains are prehistoric, she/he will contact the Native American Heritage Commission (NAHC) within 24 hours. The NAHC is responsible for immediately designating the most likely descendant (MLD), who will be responsible for the ultimate disposition of the remains, as required by Section 5097.98 of the *California Public Resources Code.* The MLD shall make her/his recommendation within 48 hours of being granted access to the site. The MLD's recommendation shall be followed if feasible and may include scientific removal and non-destructive analysis of the human remains and any items associated with Native American burials. If the landowner rejects the MLD's recommendations, the landowner shall rebury the remains with appropriate dignity on the property in a location that will not be subject to further subsurface disturbance.

Disposition of Data

This report will be filed with the Lewis Management Corp. (Applicant), the City of Ontario, VCS, and at the SCCIC. All field notes and other documentation related to the study are on file at VCS.

1.0 UNDERTAKING INFORMATION/INTRODUCTION

1.1 Contracting Data

VCS Environmental (VCS) was retained by Lewis Management Corp. to complete a Phase I Cultural Resources Assessment for the proposed Parkside Specific Plan Project in the City of Ontario, San Bernardino County, California.

VCS completed this Phase I Cultural Resources Assessment, under the California Environmental Quality Act (CEQA), to assist in its environmental study for the Parkside Specific Plan Project. The format of this report follows *Archaeological Resource Management Reports (ARMR): Recommended Contents and Format* (Office of Historic Preservation 1990).

This report details the findings of the investigation and offers management recommendations and mitigation measures to evaluate any discoveries and to reduce the impact of the Project on resources to a less than significant level.

1.2 Undertaking

The proposed Project involves an Amendment to the Parkside Project Specific Plan. This Specific Plan Amendment (2022) modifies the permitted units allowed in the unbuilt Planning Areas of the Parkside Specific Plan boundary. Consistent with The Ontario Plan 2050 update, density in these Planning Areas (PA) can range from 11.1 to 25 dwelling units per acre. Additionally, in compliance with the The Ontario Plan update, PA-19 has reduced in size, thus granting more area for residential development. The Project, including PAs 1-23 and associated right-of-way (ROW) improvements, totals approximately 185.81 acres.

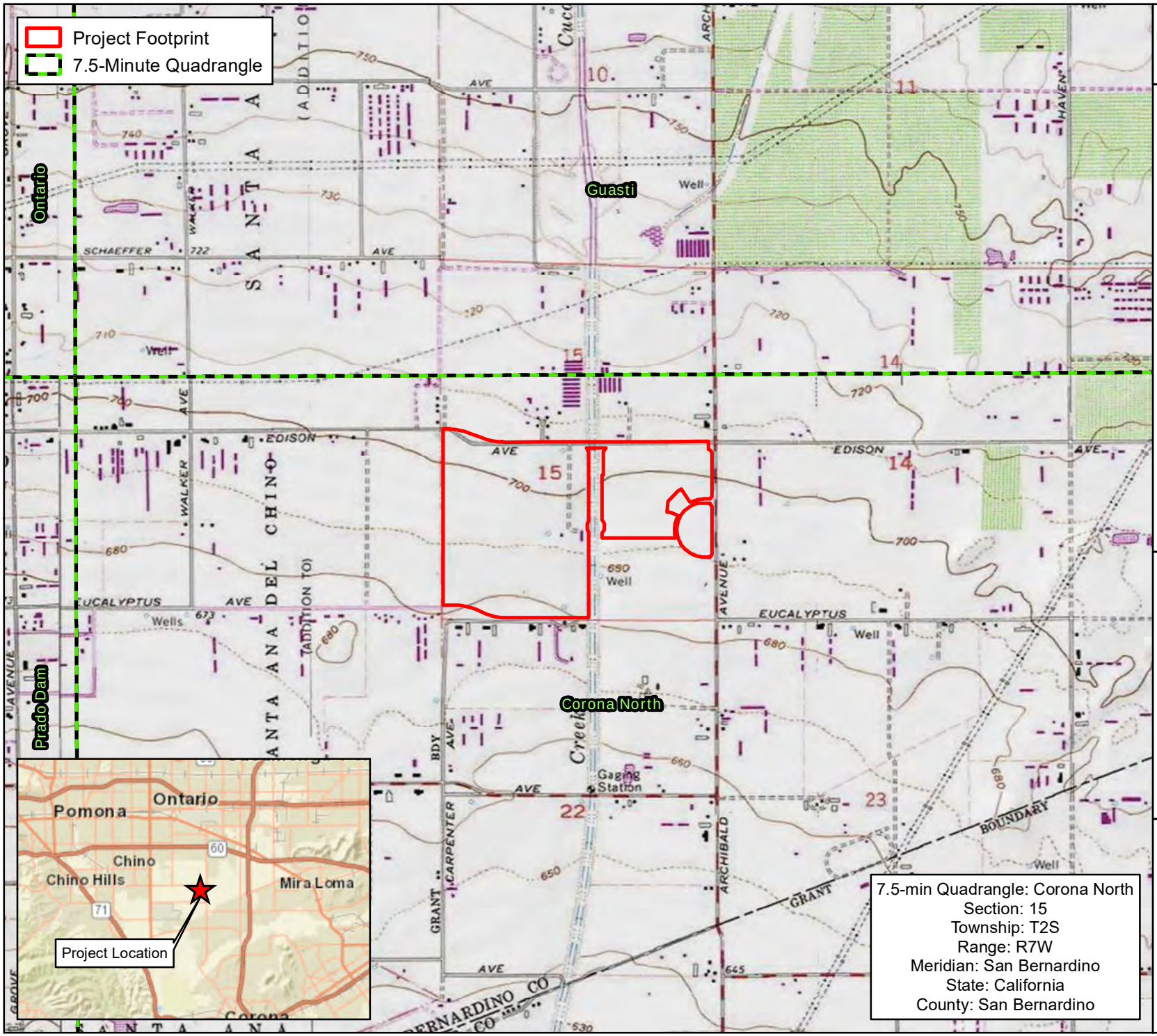
It is assumed for purposes of this cultural resources assessment, that the entirety of the 2022 Amendment 185.81-acre area surveyed for this assessment (including PAs 1-23) that is subject to the proposed Specific Plan Amendment and General Plan Amendment will be disturbed with future implementation of uses allowed by the proposed Specific Plan Amendment.

1.3 Project Area

The approximately 185.81-acre Project site is located in the City of Ontario, San Bernardino County, California; the site is bounded by Eucalyptus Avenue to the south, Ontario Ranch Road to the north, and Archibald Avenue to the east. An active construction zone occurs directly to the south. The Project is regionally accessible from State Route 60 (SR-60) and Archibald Avenue to the north, and from Interstate 15 (I-15) and Ontario Ranch Road to the east. The Project is located in Section 15, Township 4 South, Range 4 West on the United States Geological Survey (USGS) 7.5' Quadrangle ***Corona North, CA***. Figure 1 depicts the regional and specific location of the Project site on the USGS quadrangle. Figure 2 is an aerial map of the site. .

1.4 Project Personnel

Patrick O. Maxon, M.A., RPA requested literature reviews from the SCCIC and SBCM, requested the SLF search from the NAHC, and authored this report. Carrie Lambert and Patrick Maxon completed the field survey on two separate days. Refer to Attachment E for qualifications.



VCS Environmental

EXPERT SOLUTIONS · CEQA-NEPA · Biology · Regulatory

Parkside

Figure 1

USGS Topographic Map

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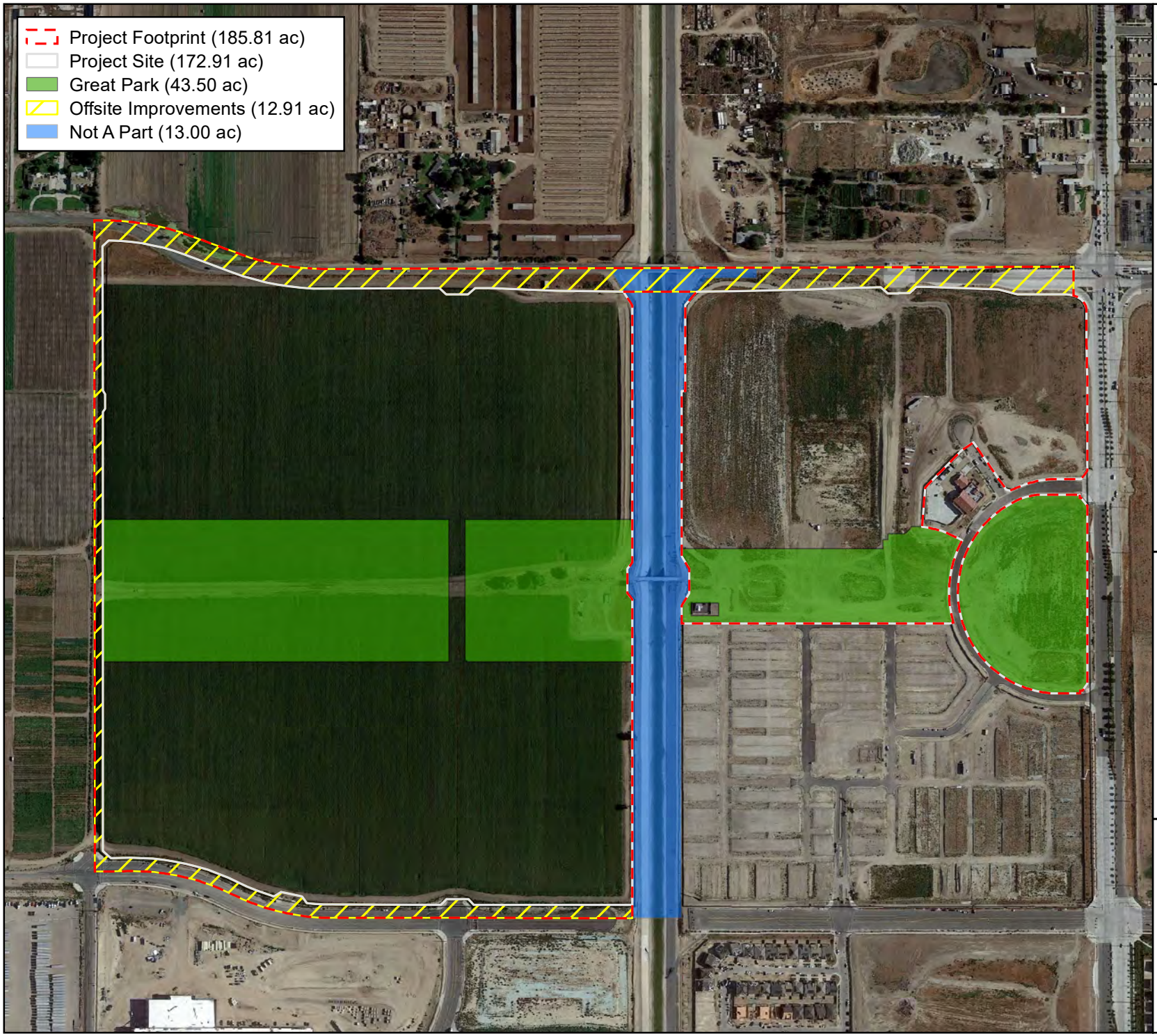
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Data Sources: ESRI, USGS

Service Layer Credits: Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri



VCS Environmental
EXPERT SOLUTIONS · CEQA-NEPA · Biology · Regulatory

Parkside

Figure 2

Aerial Map

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1:6,500

Map Date: June 2023
Data Sources: ESRI, Google Earth

2.0 REGULATORY SETTING

This section contains a discussion of the applicable laws, ordinances, regulations, and standards that govern cultural resources and must be adhered to both prior to and during Project implementation.

2.1 California Environmental Quality Act

CEQA requires a lead agency to determine whether a project would have a significant impact on one or more historical resources. According to Section 15064.5(a) of the State CEQA Guidelines, a "historical resource" is defined as a resource listed in or determined to be eligible for listing in the California Register of Historical Resources (CRHR) (PRC §21084.1); a resource included in a local register of historical resources (14 CCR §15064.5[a][2]); or any object, building, structure, site, area, place, record, or manuscript that a lead agency determines to be historically significant (14 CCR §15064.5[a][3]).

Section 5024.1 of the PRC, Section 15064.5 of the State CEQA Guidelines (14 CCR), and Sections 21083.2 and 21084.1 of the CEQA Statutes were used as the basic guidelines for the cultural resources study. PRC 5024.1 requires evaluation of historical resources to determine their eligibility for listing in the CRHR. The purposes of the CRHR are to maintain listings of the State's historical resources and to indicate which properties are to be protected from substantial adverse change. The criteria for listing resources in the CRHR, which were expressly developed to be in accordance with previously established criteria developed for listing in the National Register of Historic Places (NRHP) (per the criteria listed at 36 CFR §60.4), are stated below (PRC §5024.1).

> Any object, building, structure, site, area, place, record, or manuscript which a lead agency determines to be historically significant or significant in the architectural, engineering, scientific, economic, agricultural, educational, social, political, military, or cultural annals of California may be considered a historical resource . . . Generally, a resource shall be considered by a lead agency to be "historically significant" if the resource meets the criteria for listing on the California Register of Historical Resources including the following:
>
> (a) Is associated with events that have made a significant contribution to the broad patterns of California's history and cultural heritage; or
>
> (b) Is associated with the lives of persons important in our past; or
>
> (c) Embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of an important creative individual, or possesses high artistic values; or
>
> (d) Has yielded, or may be likely to yield, information important in prehistory or history.

Impacts that would materially impair the significance of a resource listed in or eligible for listing in the CRHR are considered to have a significant effect on the environment. Impacts to historical resources from the proposed Project are considered significant if the Project (A) demolishes or materially impairs in an adverse manner those physical characteristics that convey its historical significance and that justify its inclusion in, or eligibility for, the California Register; (B) demolishes or materially impairs in an adverse manner those physical characteristics that account for its inclusion in a local register; or (C) demolishes or materially impairs in an adverse manner those physical characteristics that convey its historical significance and that justify its eligibility for inclusion in the California Register as determined by a lead agency (§15064.5[b][2]).

The purpose of a Phase I Cultural Resources Assessment is to evaluate whether any cultural resources remain exposed on the surface of a project site or whether any cultural resources can reasonably be

expected to exist in the subsurface. If resources are discovered, additional investigations would be required to evaluate the resources for CRHR eligibility and appropriate management of these resources would be required prior to Project implementation.

Broad mitigation guidelines for treating historical resources are codified in Section 15126.4(b) of the CEQA Guidelines. Public agencies should seek to avoid significant impacts to historical resources, with preservation in place being the preferred alternative. If not feasible, a data recovery plan shall be prepared to guide subsequent excavation. Mitigation for historical resources such as buildings, bridges, and other structures that are consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties (Weeks and Grimmer 1995) will generally be considered mitigated below a level of significance.

2.2 Senate Bill (SB) 18

Senate Bill 18 (SB 18) (California Government Code Section 65352.3) sets forth requirements for local governments to consult with Native American tribes to aid in the protection of traditional tribal cultural places through local land use planning. The intent of SB 18 is to provide California Native American tribes an opportunity to participate in local land use decisions at an early stage of planning for the purpose of protecting, or mitigating impacts on, cultural places. The Tribal Consultation Guidelines: Supplement to General Plan Guidelines (OPR 2005), identifies the following contact and notification responsibilities of local governments:

- Prior to the adoption or any amendment of a general plan or specific plan, a local government must notify the appropriate tribes (on the contact list maintained by the Native American Heritage Commission [NAHC]) of the opportunity to conduct consultations for the purpose of preserving, or mitigating impacts to, cultural places located on land within the local government's jurisdiction that is affected by the proposed plan adoption or amendment. Tribes have 90 days from the date on which they receive notification to request consultation unless a shorter timeframe has been agreed to by the tribe (Government Code Section 65352.3).
- Prior to the adoption or substantial amendment of a general plan or specific plan, a local government must refer the proposed action to those tribes that are on the NAHC contact list and have traditional lands located within the city or county's jurisdiction. The referral must allow a 45-day comment period (Government Code Section 65352). Notice must be sent regardless of whether prior consultation has taken place. Such notice does not initiate a new consultation process.
- Local government must send a notice of a public hearing, at least 10 days prior to the hearing, to tribes who have filed a written request for such notice (Government Code Section 65092).

The City of Ontario is undertaking all formal SB 18 consultation with interested tribes

2.3 City of Ontario

Ontario's Historic Preservation Program seeks to preserve and protect the significant architectural, historical, and cultural resources, which reflect Ontario's unique character and heritage. In 2003, the State of California Office of Historic Preservation designated the City of Ontario a Certified Local Government (CLG). The Advance Planning Division is responsible for administering the City's Historic Preservation Program and the Historic Preservation Ordinance. Planning staff, along with the Historic Preservation Sub-Committee and Historic Preservation Commission, review all historic preservation applications, including proposed alterations to the exterior of historic buildings and alterations to public improvements, such as street trees, within Ontario's historic neighborhoods (Ontario n.d.).

The Historic Preservation Ordinance describes eligible historic resources as "Any property listed on the City's List of Historical Resources prior to September 1, 2003, or after September 1, 2003, surveyed at the intensive level in accordance with the standards set forth by the California Office of Historic Preservation, and determined to meet the designation criteria for historic landmarks, as set forth in Section 9-1.2615 by the Historic Preservation Subcommittee, shall be determined to be Eligible Historical Resources. Eligible Historical Resources may include, but are not limited to, improvements, buildings, structures, signs, features, trees, or other objects of cultural, architectural, or historical significance."

2.4 Human Remains

Section 7050.5 of the *California Health and Safety Code* provides for the disposition of accidentally discovered human remains. Section 7050.5 states that, if human remains are found, no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains shall occur until the County Coroner has determined the appropriate treatment and disposition of the human remains.

Section 5097.98 of the PRC states that, if remains are determined by the Coroner to be of Native American origin, the Coroner must notify the NAHC within 24 hours which, in turn, must identify the person or persons it believes to be the most likely descended from the deceased Native American. The descendants shall complete their inspection within 48 hours of being granted access to the site. The designated Native American representative would then determine, in consultation with the property owner, the disposition of the human remains.

3.0 SETTING

3.1 Natural

The Project is located between the San Gabriel Mountains to the north and the Santa Ana Mountains to the south. This area of San Bernardino County is characterized by intense agricultural uses, including numerous dairy farming operations. The general area is converting into residential and related developments; thus, it exhibits a mosaic of developed and partially developed parcels, demolished and partially demolished dairies and farms, cleared lands, and active agricultural operations.

Agricultural lands, such as dairies and row crops to the north and west, surround the Project site. The area to the south is an active residential development; portions of which are within the larger Parkside Specific Plan. The Project site supports four vegetation communities/land cover types including Disturbed/Developed, Agricultural Row Crops, Herbaceous Non-native Forbs and Grasses, *Tamarix* spp. Stands and *Nicotiana Glauca* Stands.

The Project area is generally flat with elevations ranging from approximately 675 to 710 feet (205 to 216 meters) above mean sea level (MSL).

3.2 Cultural

Chronologies by Warren (1968), Chartkoff and Chartkoff (1984), Moratto (1984) and others are culture histories used to describe the sequence of the prehistoric periods of southern California. William Wallace (1955) developed the first comprehensive California chronologies and defines four periods for the southern coastal and nearshore inland region.

3.2.1 Prehistory

A long-standing tenet of New World archaeology has been that humans did not arrive in the western hemisphere until about 12,000 to 13,000 Years Before Present (YBP). Increasingly, researchers are arguing for earlier dates of entry, but the evidence has not been universally accepted by archaeologists. With more recent evidence, that is changing (Dillehay & Collins 1988, Dixon 1993; Adovasio and Page 2002; Johnson et al. 2002; Dillehay et al. 2015, Holen et al. 2017); the most recent being the discovery of 21,000- to 23,000-year-old human footprints preserved on an ancient lakeshore in White Sands National Park in New Mexico (Bennett et al. 2021).

Most of the generally accepted early remains indicate a very small, mobile population apparently dependent on hunting large game animals as the primary subsistence strategy. While early populations certainly used other resources, the bulk of the few traces remaining today are related to large game hunting. This situation results from the fact that hunting equipment involved many lithic tools that do not decay, while the remainder of the population's material culture was of wood or leather, which are more subject to attrition through taphonomic (post depositional processes) factors. Therefore, lithic artifacts are the only surviving material from the Paleo-Indian Period. These consist primarily of large and extremely well-made projectile points and large but cruder tools such as scrapers and choppers. Encampments were not permanent but were probably sited near a major kill. Occupation would have lasted only until the resources of that kill were exhausted. Such an economy, using only a small fraction of the available resources, would not have supported a large population. It is probable that the Paleo-Indians lived in groups no larger than extended families and that contact with other such groups was infrequent. However, recent evidence suggests that some very early people may have had a more sedentary lifestyle and probably relied upon a variety of resources (see Adovasio and Page 2002 for a discussion of the Monte Verde, Chile site).

Several chronologies are generally used to describe the sequence of the later prehistoric periods of coastal southern California. William Wallace (1955) developed the first comprehensive California chronologies and defines four periods for the southern coastal region. Wallace's synthesis is largely "descriptive and classificatory, emphasizing the content of archaeological cultures and the relationships among them" (Moratto 1984:159). Wallace relies upon the concept of cultural horizons, which are generally defined by the temporal and spatial distribution of a set of normative cultural traits, such as the distribution of a group of commonly associated artifact types. As a result, his model does not allow for much cultural variation within the same time period, nor does it provide precise chronological dates for each temporal division. Nevertheless, although now over 65 years old, the general schema of the Wallace chronology has provided a general framework for southern California prehistory that is summarized below.

By the late 1960s, radiocarbon dates and assemblage data were more widely available for many southern California archaeological sites. Based on these new data, Warren (1968) synthesized southern California prehistory into five traditions which, unlike Wallace's horizons, account for more regional variation within each time period. Defined as "a generic unit comprising historically related phases", traditions were not strictly sequential temporal units (Warren 1968). That is, different traditions could co-exist in the same region or in neighboring regions at the same time.

Others have used the terms Early, Middle, and Late Holocene to characterize southern California Prehistory (Byrd & Raab 2007).

Horizon I: Early Man or Paleo Indian Period (11,000 BCE to 7,500 BCE[1]). While initially termed Early Man Horizon (I) by Wallace (1955), this early stage of human occupation is more commonly referred to as the Paleo Indian Period (Chartkoff and Chartkoff 1984:24). As discussed above, the precise start of this period is still a topic of considerable debate. At inland archaeological sites, the surviving material culture of this period is primarily lithic, consisting of large, extremely well made stone projectile points and tools such as scrapers and choppers. Encampments were probably temporary, located near major kills or important resource areas. The San Dieguito Tradition, defined by Warren at the stratified C.W. Harris site in San Diego County, is encompassed by this period of time (Moratto 1984:97).

Horizon II: Milling Stone Assemblages (7,500 BCE to 1,000 BCE). Encompassing a broad expanse of time, the Milling Stone Period was named for the abundant millingstone tools associated with sites of this period. These tools, the mano and metate, were used to process small, hard seeds from plants associated with shrub-scrub vegetation communities. An annual round of seasonal migrations was likely practiced with movements coinciding with ripening vegetal resources and the periods of maximal availability of various animal resources. Along the coast, shell midden sites are common site types. Some formal burials, occasionally with associated grave goods, are also evident. This period of time is roughly equivalent to Warren's (1968) Encinitas Tradition. Warren (1968) suggests that, as millingstones are common and projectile points are comparatively rare during this time period, hunting was less important than the gathering of vegetable resources.

Later studies (Koerper 1981; Koerper and Drover 1983) suggested that a diversity of subsistence activities, including hunting of various game animals, were practiced during this time period. At present, little is known about cultural change during this period of time in southern California. While this lack of noticeable change gives the appearance of cultural stasis, almost certainly many regional and temporal cultural shifts did occur over the course of this time period. Future research that is focused on temporal change in the Milling Stone Period would greatly benefit the current understanding of southern California prehistory. One avenue of research that could help accomplish this goal would be a synthesis of the growing amount of

[1] BCE stands for "Before Common Era" and CE stands for "Common Era". These alternative forms of "BC" and "AD", respectively, are used throughout this document.

archaeological "gray" literature involving cultural resource mitigation of Milling Stone Period sites in the Los Angeles County area.

Warren (1968) defined Wallace's Millingstone Horizon in southern California as the Encinitas Tradition, further subdivided into regional expressions that exhibited common technological development. The Topanga Complex, used to express the general association between groups of artifacts, defines this culture for the entirety of the Los Angeles Basin including Orange County.

Most recently, Sutton & Gardner (2010) have reimagined the Encinitas Tradition based on more recent archaeological work in southern California that has revealed more regional differences within the Tradition. The term Topanga Complex (for the Los Angeles Basin) of the Encinitas Tradition is, to Sutton and Gardner, still valid; however, they suggest renaming it the Topanga Pattern to indicate similarities in cultural traits such as technology, settlement patterns, and mortuary practices. While they retained the terms proposed by Warren for the Los Angeles Basin, they proposed a distinction between coastal and inland groups based on those differences (Sutton & Gardner 2010:7).

Horizon III: Intermediate Cultures (1,000 BCE to 750 CE). The Intermediate Period is identified by a mixed strategy of plant exploitation, terrestrial hunting, and maritime subsistence strategies. Chipped stone tools (e.g., projectile points) generally decrease in size, but increase in number. Abundant bone and shell remains have been recovered from sites dating to these time periods. In coastal areas, the introduction of the circular shell fishhook and the growing abundance of fish remains in sites over the course of the period suggest a substantial increase in fishing activity during the Intermediate Period. It is also during this time period that mortar and pestle use intensified dramatically. The mano and metate continued to be in use on a reduced scale, but the greatly intensified use of the mortar and pestle signaled a shift away from a subsistence strategy based on seed resources to that of the acorn. It is probably during this time period that the acorn became the food staple of the majority of the indigenous Tribes in southern California. This subsistence strategy continued until European contact. Material culture generally became more diverse and elaborate during this time period and included steatite containers, perforated stones, bone tools, ornamental items, and asphalt adhesive.

While Warren recognizes the start of the Campbell Tradition in the Santa Barbara region at roughly the beginning of the Intermediate Period, he did not see clear evidence of cultural change farther south. As a result, the Encinitas Tradition in southern California encompasses both the Milling Stone and Intermediate Periods in Warren's chronology (1968:2, 4). However, the later chronological schema by Koerper and Drover (1983) clearly recognizes an Intermediate Period in southern California. They suggest that Warren's inability to recognize an intermediate cultural stage was likely due to "the lack of conclusive data in 1968" (1983:26).

Sutton (2010) reconceptualized the prehistory of the Los Angeles Basin, that encompasses Wallace's Intermediate and Late Periods, and renaming it the Del Rey Tradition. It will be discussed below.

Horizon IV: Late Prehistoric Cultures (750 CE to 1769 CE). During the Late Prehistoric Period, exploitation of many food resources, particularly marine resources among coastal groups, continued to intensify. The material culture in the Late Prehistoric Horizon increased in complexity in terms of the abundance and diversity of artifacts being produced. The recovery and identification of a number of small projectile points during this time period likely suggests a greater utilization of the bow and arrow, which was likely introduced near the end of the Intermediate Period. Shell beads, ornaments, and other elements of material culture continue to be ornate, varied and widely distributed, the latter evidence suggestive of elaborate trade networks. Warren's (1968) scheme divides the late prehistoric period into several regional traditions. Western Riverside County, Orange County, and the Los Angeles Basin area are considered part of the "Shoshonean" tradition, which may be related to a possible incursion of Takic speakers into these

areas during this period. The Late Prehistoric Period includes the first few centuries of early European contact (1542 CE to 1769 CE); this period is also known as the Protohistoric Period, as there was a low level of interaction between native Californians and Europeans prior to Portolá's overland expedition in 1769.

In the few centuries prior to European contact, the archaeological record reveals substantial increases in the indigenous population (Wallace 1955:223). Some village sites may have contained as many as 1,500 individuals. Apparently, many of these village sites were occupied throughout the year rather than seasonally. This shift in settlement strategy was likely influenced by improved food procurement and storage technology, which enabled population growth and may have helped stimulate changes in sociopolitical organization.

Evidence is growing that prehistoric cultural change has been much more variable through time and across culture areas than previously thought. Cultural traits such as maritime economies, seafaring, complex trade networks, and year-round occupation of villages appear to have developed much earlier than previously thought. Culture change during the Late Prehistoric Period, in particular, may have been driven more by environmental and resource pressures than optimal adaptation to the environment (Byrd and Raab 2007).

Based on some of the most recent archaeological work in the Los Angeles Basin and southern Channel Islands, Sutton (2010) proposes to replace the traditional Intermediate and Late Periods/Horizons with the Del Rey Tradition. Around 3,500 years BP this Tradition replaced the Encinitas/Millingstone with a modified material cultural, a shift in settlement patterns, and new subsistence practices owing to the arrival of Takic populations from the east (Sutton 2010:3). The so-called "Shoshonean Wedge". These were the forerunners of the Gabrielino.

It should be noted that Gabrieleno origin stories assert that the union of sky and the earth created the world and everything in it; finally producing Wewyoot or Weywot, the father of all people (McCawley 1996: 172). This occurred in situ, meaning the people were always here and the Shoshonean Wedge hypothesis is, according to the Gabrielino, false.

3.2.2 Ethnography

At the time of European contact in 1769, when Gaspar de Portolá's expedition crossed the Los Angeles Basin, what were to be named the Gabrielino Native Americans by the Spanish occupied the area around the Project area (Kroeber 1925; Bean and Smith 1978; McCawley 1996). While the term Gabrielino identifies those Native Americans who were under the control of the Spanish Mission San Gabriel Archángel, the overwhelming number of people in these areas were of the same ethnic nationality and language (Takic) group. Their territory extended from northern Orange County north to the San Fernando Valley in Los Angeles County and eastward to the San Bernardino area.

This and the following ethnographic information relate to currently surviving native peoples still living in Los Angeles, Orange, San Bernardino, and Riverside Counties. They maintain their cultural practices and customs. The current Gabrielino comprise at least five bands that are recognized Tribes by the State of California (they do not enjoy Federal recognition, however). They include the Gabrieleño Band of Mission Indians – Kizh Nation; the Gabrielino Tongva Indians of California Tribal Council; the Gabrieleno-Tongva San Gabriel Band of Mission Indians; the Gabrielino-Tongva Tribe; and the Gabrielino/Tongva Nation. The terms the Native Americans in southern California used to identify themselves have, for the most part, been lost; therefore, the names do not necessarily identify specific ethnic or Tribal groups. Some currently refer to themselves as *Tongva*, while others prefer the term *Kizh*. For the sake of clarity and consistency, the term Gabrielino will be used for the remainder of this report.

As described above, from an archaeological perspective, the Gabrielino arrived in the Los Angeles Basin possibly as early as 1,500 BCE as part of the so-called Shoshonean (Takic speaking) Wedge from the Great

Basin region. The Gabrielino gradually displaced the indigenous peoples, who were probably Hokan speakers. Large, permanent villages were established in the fertile lowlands along rivers and streams and in sheltered areas along the coast. Eventually, Gabrielino territory encompassed the greater Los Angeles Basin, coastal regions from Topanga Canyon in the north to perhaps as far south as Aliso Creek, and the islands of San Clemente, San Nicholas, and Santa Catalina (Bean and Smith 1978:538–540). Recent studies suggest the population may have numbered as many as 10,000 individuals at their peak in the Precontact Period.

Kroeber (1925:621) considered the Gabrielino:

> . . . to have been the most advanced group south of Tehachapi, except perhaps the Chumash. They certainly were the wealthiest and most thoughtful of all the Shoshoneans of the State, and dominated these civilizations wherever contacts occurred.

SETTLEMENT

According to Bean and Smith (1978:538), the Gabrielino are one of the least known groups of California's native inhabitants. In addition to much of the Los Angeles Basin, they occupied the offshore islands of Santa Catalina, San Nicolas, and San Clemente. Gabrielino populations are difficult to reconstruct; however, at any one time, as many as 50 to 100 villages were simultaneously occupied. Like the prehistoric culture before them, the Gabrielino were a hunter/gatherer group who lived in small sedentary or semi-sedentary groups of 50 to 100 persons, termed rancherias. These rancherias were occupied by at least some of the people all of the time. Location of the encampments was determined by water availability. Houses were circular in form and constructed of sticks covered with thatch or mats. Each village had a sweat lodge as well as a sacred enclosure (Bean and Smith 1978). Although the earliest description of the Gabrielino dates back to the Cabrillo expedition of 1542, the most important and extensive accounts were those written by Father Gerónimo Boscana about 1822 and Hugo Reid in 1852. Most of the Gabrielino villages were abandoned around 1805 due to rapid decline from European-introduced diseases (Singer 1985).

The Gabrielino community of *Pashiinonga* is known to have been located west of the Project area. The village of *Wapijanga,* later known as Guapa (or Juapa Ranch), was somewhat further to the east on the banks of the Santa Ana River (Greenwood & Foster 1990:61). Both villages were situated on the Rancho del Chino. *Pashiinonga* was apparently the Tongva name for the Rancho; *Wapijanga* was named for the abundance of juniper there. The inhabitants of *Pashiinonga* were forcibly relocated to Mission San Gabriel (McCawley 1996:48–49). Most of the Gabrielino villages were abandoned around 1805 due to rapid decline from European-introduced diseases (Singer 1985).

SUBSISTENCE

Gabrielino subsistence relied heavily on plant foods, but was supplemented with a variety of meat, especially from marine resources. Food procurement consisted of hunting and fishing by men and gathering of plant foods and shellfish by women. Hunting technology included use of bow and arrow for deer and smaller game, throwing sticks, snares, traps, and slings. Fishing was conducted with the use of shell fishhooks, bone harpoons, and nets. Seeds were gathered with beaters and baskets. Seeds and other foods were stored in baskets. Seeds were prepared with manos and metates and/or mortars and pestles. Food was cooked in baskets coated with asphaltum, in stone pots, on steatite frying pans, and by roasting in earthen ovens (Bean and Smith 1978).

TRADE

Most trade between settlements was through reciprocity (barter), indicated by strings of Olivella shell beads used as a medium of exchange throughout southern California (Ruby 1970). Gabrielino and Juaneño

from the mainland probably traded trade beads, game, and plant foods in exchange for shell beads and steatite, and plant foods from the islanders. Steatite artifacts along with fish, shell money, and animal pelts were traded by the mainlander Gabrielino into the interior for seeds and deer skin. According to Bean and Saubel (1972), the Gabrielino traded with the Serrano and the Cahuilla to the east. The Gabrielino traded goods such as shell beads, dried fish, sea otter pelts, asphaltum, and steatite for goods such as salt, obsidian, deer hides, furs, and acorns. There is evidence of trade between the Arizona Hohokam and the Gabrielino, probably with the Mojave people as middleman (Koerper in Mason et al. 1997). *Glycymeri*s shell bracelets, ceramics, and blankets may have been exchanged for Pacific shells and shell beads (Koerper in Mason et al. 1997).

RELIGION

Aside from shamanistic curing rituals, principal religious activity is related to the Chinigchinich cult that emphasized correct behavior as promulgated by a mythical figure, Chinigchinich. The Chinigchinich religion developed in Gabrielino territory and spread southeast to the Juaneño/Luiseño, Cupeño, and Ipai. It is a cult that is tied into an older creation myth. Chinigchinich is said to be the giver of laws and the punisher for those who are disobedient. Shamans were given responsibilities to oversee the cult. It was an extensive system of polar opposites (duality) that are united under higher principals (unity) (Applegate 1979). Male-Female dualism found in the creation myth is also present in the origin myth (Applegate 1979). Chinigchinich cult ceremonies included boys' puberty ceremonies using *toloache,* a drug made from Jimson Weed (*Datura stramonium*). During the vision quest, a personal protector or totemic animal was acquired. Such totems could be bear, coyote, crow, or rattlesnake. Other ceremonies were to obtain vengeance on enemies; to express thanks for victory; and to commemorate the dead. The focus of the ceremonies was a circular sacred enclosure (*Wankesh*) found in each village. The emphasis on male rites of passage and war may be a response to the increasing population and resultant competition for territory and access to resources. Or it may be a response to the arrival of the Spanish since the Chinigchinich religion seems to be of later (not prehistoric) origin.

Both inhumation (burial in a grave) and cremation were practiced by the Gabrielino. During cremations, the goods and hut of the deceased were often buried with him. Annual mourning ceremonies were held in the late summer for all who had died during the previous year. Clothes of the deceased and an image of the deceased were often burned at this time. Eagles were sacrificed for recently deceased chiefs (Applegate 1979).

3.2.3 History

In California, the historic era is generally divided into three periods: the Spanish or Mission Period (1769 to 1821), the Mexican or Rancho Period (1821 to 1848), and the American Period (1848 to present).

The Spanish Period is represented by exploration of the region; establishment of the San Diego Presidio and missions at San Gabriel, San Juan Capistrano, and San Luis Rey; and the introduction of livestock, agricultural goods, and European architecture and construction techniques. The Old Spanish Trail, used by explorers, missionaries, and traders extended through the area to the south of the Project area.

The Mexican Period (1821-1848) began with Mexican independence from Spain and continued until the end of the Mexican-American War. The Secularization Act resulted in the transfer, through land grants (called ranchos) of large mission tracts to politically prominent individuals.

The American Period (1848-present) began with the Treaty of Guadalupe Hidalgo, and in 1850, California was accepted into the Union of the United States primarily due to the population increase created by the Gold Rush of 1849. The cattle industry reached its greatest prosperity during the first years of the American Period. Mexican Period land grants had created large pastoral estates in California, and demand for beef

during the Gold Rush led to a cattle boom that lasted from 1849–1855. However, beginning about 1855, the demand for beef began to decline due to imports of sheep from New Mexico and cattle from the Mississippi and Missouri Valleys. When the beef market collapsed, many California ranchers lost their ranchos through foreclosure.

3.2.4 City of Ontario

Ontario was founded in September of 1882 by George and William B. Chaffey. The City was named after the home of the Chaffey brothers, Ontario, Canada. The Chaffey's established three principles for the "Model Colony" that had social and economic implications including a mutual water company concept, a grand thoroughfare, and an agricultural college for general education. Seven-mile-long Euclid Avenue, with twin roadways and a central mall, was the stately backbone of the Colony. Its long easy incline, from the Southern Pacific railway tracks on the south to the tableland at the mouth of San Antonio Canyon on the north, was ideal for the development of gravity irrigation. In 1903, Ontario had been declared the "Model Colony" as an Act of Congress of the United States for its innovation, principals, and establishment of a new standard for urban living. The Model Colony stood as a prominent example of a successful irrigation project for many years (City of Ontario n.d.). In 1999, the City of Ontario annexed 8,200 acres of the Colony and named their portion the New Model Colony (NMC).

4.0 METHODS

4.1 Cultural Resources Records Search

A literature review of documents on file at the South Central Coastal Information Center (SCCIC) at California State University, Fullerton was completed by SCCIC Assistant Coordinator, Michelle Galz on July 28, 2022 (Attachment A).

The SCCIC is the designated branch of the California Historical Resources Information System (CHRIS) and houses records concerning archaeological and historic resources in San Bernardino, Orange, Los Angeles, and Ventura Counties. The records search provided data on known archaeological and built environment resources as well as previous studies within one mile of the Project area. Data sources consulted at the SCCIC included archaeological records, Archaeological Determinations of Eligibility (DOE), and the Historic Property Data File (HPDF) maintained by the California Office of Historic Preservation (OHP). The HPDF contains listings for the CRHR and/or NRHP, California Historical Landmarks (CHL), and California Points of Historical Interest (CPHI).

The review consisted of an examination of the U.S. Geological Survey's (USGS's) *Corona North and Guasti* 7.5-minute quadrangles to evaluate the Project area for any cultural resources recorded on or cultural resources studies conducted in the Project area and within a one-mile radius.

4.2 Paleontological Resources Records Search

A paleontological resources records search was received from the San Bernardino County Museum (SBCM) on May 6, 2022, via email (Attachment B).

4.3 Historic Aerial Review

An examination was made of the historic aerial photographs at HistoricAerials.com (NETRONLINE n.d.) by Patrick Maxon on January 23, 2023.

4.4 Sacred Lands File Search/Tribal Scoping

A NAHC Sacred Lands File Search and Tribal contacts list was requested by Diana Ayala at the City of Ontario. A response was received from the NAHC and letters were sent to Tribes on March 9, 2022 (Attachment C). The City of Ontario conducted all formal SB 18 consultation.

4.5 Field Survey

A cultural resources survey of the Project site was conducted by Senior Archaeologist, Carrie Lambert on August 16, 2022. The Project site was inspected visually, walking transects in a north-south direction where possible.

4.6 Historic Property Evaluation

Urbana Preservation & Planning, LLC (Urbana 2023) completed a historic property evaluation of the Cucamonga Creek Channel and asphalt road on either side of the channel in February 2023.

5.0 RESULTS

5.1 Cultural Resources Records Search

5.1.1 Studies

The SCCIC completed a CHRIS records search on July 28, 2022 (Attachment A) which concluded that there have been 25 cultural resources studies completed within one mile of the center of the Project site. None of these studies included any of the Project site. However, three (SB-03012, SB-05358, and SB-05976) extend along the border of the Specific Plan. Table 1 lists the studies.

Table 1
Cultural Resources Studies Within One Mile of the Project Site

Report Number	Author/Year	Type of Study/Size/Resources
SB-01499	Foster & Greenwood/1985	Survey; 0 resources
SB-02623	Taskiran & Greeley/1992	Survey; 0 resources
SB-03012* review map	Owen/1995	Survey; 13 linear miles; 5 resources
SB-03687	Love & Tang/1997	Survey/Evaluation; 19 linear miles; 0 resources
SB-03874	Dahdul/2002	Survey; 80 acres; 0 resources
SB-04171	Maxwell/2001	Survey/Evaluation; 52.3 acres; 0 resources
SB-04379	Dice/2004	Survey/Evaluation; 266.7 acres; 0 resources
SB-04506	Dahdul/2001	Survey; 3 linear miles; 0 resources
SB-04507	Tibbett/2004	Survey; 140 acres; 0 resources
SB-05280	Pollock/2006	Survey; 3.5 linear miles; 0 resources
SB-05358*	Sider/1976	Cucamonga Creek Publication; 0 resources
SB-05700	Hogan & Tang/2006	Monitoring; 1 resource (12533)
SB-05701	Wetherbee & Siren/2006	Survey; 0 resources
SB-05702	Encarnacion & Ballester/2007	Survey; 0 resources
SB-05976*	Wetherbee et al./2007	Survey; 1 resource (12533)
SB-06095	Applied Earthworks/2009	Survey; 5 resources
SB-06818	Tang et al./2010	Survey; 0 resources
SB-07149	Billat/2012	Unknown
SB-07655	Hoffman et al./2012	Survey; 0 resources
SB-07756	Tang/2014	Survey; 10 linear miles; 0 resources
SB-07901	Strudwick/2014	Survey; 189.1 acres; 0 resources
SB-07956	Dolittle/2007	Survey; 0 resources
SB-07968	Holm & Holson/2011	Survey; 3 resources
SB-07977	Panich et al./2010	Survey; 2 resources
SB-08188	Kraft & Smith/2014	Survey; 2 resources
*Located on Specific Plan Boundary.		

SB-03012 is a survey and impact assessment for the Cajon/EPTC Pipeline project. The 13-mile linear survey includes a segment of Edison Avenue that defines the northern boundary of the Parkside Specific Plan parcel. The five resources identified are not within or near the Project site.

SB-05358 is a 1976 publication by the San Bernardino County Flood Control District titled "Cucamonga Creek 1776-1976 After 200 Years." It is a description of the construction of the Cucamonga Creek flood control channel and the history of Cucamonga Creek. The channel extends through and roughly bisects the Project site. The channel was recently evaluated for its historic significance (see below).

SB-05976 is a survey and assessment of the New Model Colony East Backbone infrastructure in the City of Ontario. The one resource associated with the project (P-36-012533) is an alignment of historic-era construction debris laid down as an engineered roadbed under the current alignment of Archibald Avenue which defines the eastern boundary of the Specific Plan area.

5.1.2 Resources

The records search also concluded that six cultural resources have been recorded within one mile of the Project area. None of the resources are recorded within the Project site. Native American Tribes may have additional historical resource information which could be elucidated during Tribal consultation efforts.

Table 2
Cultural Resources Within One Mile of the Project Site

Site Number (P-36-)	Recorder/Year (most recent)	Description
012195	Daly/2005	SA CHUL Farms; 12 structures
012533	Porter/2005	Historic-era building debris road bed, Archibald Avenue
025440	Tinsley-Becker/2010	Edison Chino-Mira Loma No. 1 Transmission Line
025597	Dice/2013	The Lee Dairy complex
026051	Goodwin/2019	Devers-San Bernardino 220kV; SCE Hayfield-Chino 220kV Transmission Line
033020	Tropes/2019	Mano isolate

Although no resources are designated as located within the Specific Plan boundary, P-36-012533 described above, extends along and under Archibald Avenue, which defines the eastern boundary of the Project site. It is an alignment of historic-era construction debris laid down as an engineered roadbed. An isolated mano (36-033020) is recorded less than one-half mile to the south, along Carpenter Avenue, north of Merrill Avenue.

In addition, the Cucamonga Creek channel was not identified by the Eastern Information Center as a resource because it had not yet been recorded on DPR 523 Series site records. It has recently been recorded and evaluated as not eligible for listing in the CRHR or NRHP (Urbana 2023).

5.2 Paleontological Resources Records Search

The SBCM completed a Paleontology collections records search on May 6, 2022 (Attachment B) that determined no paleontological resources are recorded on the Project site; however, fossils have been found and recorded in the same sedimentary deposits within five miles. The nearest localities appear to be approximately 1.8 miles southeast (Kottkamp 2022).

The geological mapping of the region demonstrates that nearly the entire Project site is covered by recent, surficial alluvial fan deposits (Qyf) of late Pleistocene to Holocene age. Older Pleistocene age alluvium (Qoa) directly underlies younger surficial alluvium throughout the Inland Empire area. Pleistocene sediments in this area generally lie five to 15 feet below recent Holocene surface sediments. However, the depth of the recent sediments can be highly variable, ranging from a thin veneer of soil to greater than 24 feet deep (Kottkamp 2022).

Species found in the vicinity include Bison (*Bison*), Horse (*Equus*), Camel (*Camelops*), Mastodon (*Mammut*), Mammoth (*Mammuthus*), and others.

No paleontological resources were noted during the pedestrian site survey. However, because it is likely that over excavation will be required for much of the site to remove manure and other organic materials for soil stability purposes, the deeper geologic units have the potential to contain significant fossil resources. Therefore, if Project grading reaches depths of 5 feet or more, the effects of the Project on paleontological resources may be significant and a mitigation program would be developed.

5.3 Historic Aerial Review

Internet research on the Project, and an examination of historical aerial photographs at HistoricAerials.com (NETRONLINE n.d.) on January 23, 2023, revealed that the Project area has remained mostly undeveloped until the recent construction on a community in the southeast quadrant of the Specific Plan area. There is, however, some development evident near the center of the Specific Plan, immediately west of the creek channel, by 1938. By 1959, that area had expanded significantly to include roads, trees, and additional development of structures. A large pond was installed north of the development and west of the channel before 1998. The pond is no longer present in 2009. Except for remnant trees, cacti (see photo on cover page), and miscellaneous refuse, the structures have been removed from the area.

5.4 Sacred Lands File Search/Tribal Scoping

Diana Ayala of the City of Ontario initiated the NAHC request for tribal contacts pursuant to SB 18 in January 2022 and received the list in March 2022. Consultation letters to Tribes were sent on March 9, 2022. Only the Gabrieleno Band of Mission Indians - Kizh Nation, represented by Chairman Andy Salas, requested consultation. The City works with Mr. Salas on a regular basis. The consultation resulted in the Kizh providing a list of mitigation measures to monitor project grading. The Applicant has executed a monitoring services agreement with the Kizh. Mitigation measure details are provided in Attachment C.

5.5 Field Survey

An archaeological survey of the Project site east of the Cucamonga Creek Channel was conducted by VCS Director of Cultural Services, Patrick Maxon M.A., RPA on June 3, 2022. This portion of the Project site was mostly cleared, with fill material evident, especially in the extreme eastern end of the site. Ground visibility approached 100 percent. The area closest to the creek channel had recently been planted in corn, but the corn was harvested prior to the survey, leaving stubble. Visibility here was approximately 75 percent. The entire east side was surveyed in 10-15 meter spaced transects across the entire area in a north-south fashion. No cultural resources were noted.

The west side of the Project site was surveyed by Senior Archaeologist, Carrie Lambert on August 16, 2022. Here corn had more recently been harvested leaving approximately 60 percent visibility. Ms. Lambert walked 10-15 meter spaced transects across this western portion of the Project site in a north-south and east-west fashion. No cultural resources were noted.

5.6 Historic Property Evaluation

Wendy L. Tinsley Becker, RPH, AICP; Douglas E. Kupel, Ph.D., RPA; and Alexandrea Baker, MCP of Urbana Preservation & Planning, LLC (Urbana) completed a historic property evaluation of the Cucamonga Creek Channel and asphalt road on either side of the channel (Attachment D). "The purpose of the HPSR is to identify whether the Cucamonga Creek channel and the adjacent access road observed within the project APE meet the definition of an historic property pursuant to Section 106 of the National Historic Preservation Act (NHPA) and [a historical resource per] the California Environmental Quality Act (CEQA), and to evaluate the effects the proposed project may have on those historic properties." Urbana's work included a desktop and field survey of the APE, contextual and property-specific research, and reporting.

Urbana documented and evaluated the Cucamonga Creek channel and the adjacent access roads within the APE and concluded that these resources "are not eligible for the NRHP, CRHR, or local designation"(Urbana 2023).

6.0 MANAGEMENT CONSIDERATIONS

Appendix G of the State CEQA Guidelines contains the Initial Study Environmental Checklist Form, which includes, for Section V, Cultural Resources, questions relating to cultural resources, including the historic built environment, historic and prehistoric archaeology, and human remains. The issues presented in the Initial Study Checklist have been used as significance criteria. Accordingly, a project may result in a significant environmental impact if:

- *The Project would cause a substantial adverse change in the significance of a historical resource as defined in §15064.5.*
- *The Project would cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5.*
- *The Project would disturb any human remains, including those interred outside of formal cemeteries.*

Appendix G of the State CEQA Guidelines Section VII, Geology and Soils, includes an additional question related to the presence or absence of fossil resources on the Project site. Accordingly, a project may result in a significant environmental impact if:

- *The Project directly or indirectly destroys a unique paleontological resource or site or unique geologic feature.*

Appendix G of the State CEQA Guidelines Section XVII, Tribal Cultural Resources, includes additional questions related to the presence or absence of Tribal Cultural Resources on the Project site. They are as follows:

- *Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:*

    a) *Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or*

    b) *A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the* significance of the resource to a California Native American tribe.

The purpose of the cultural resources assessment is to identify any historical resources or tribal cultural resources that may exist on the Project site, to determine the sensitivity of the Project site for the presence of buried archaeological and/or paleontological material, and to make recommendations to the lead agency regarding the development of mitigation measures to reduce the impacts of the Project on resources to a less than significant level.

Public Resources Code (PRC) §21084.1-2 and PRC §5020.1(q) of CEQA states that a project that may cause a substantial adverse change (i.e., demolition, destruction, relocation, or alteration such that the significance of a historical resource would be impaired) in the significance of a "historical resource" or a "tribal cultural resource" is a project that may have a significant effect on the environment.

7.0 FINDINGS AND RECOMMENDATIONS

Implementation of the proposed Project would not adversely affect any existing known significant archaeological or paleontological resources. Tribal Cultural Resources have been recorded within one-half mile of the Project site (P-36-033020). No fossil localities are present onsite; however, surficial alluvial fan deposits (Qyf) of late Pleistocene to Holocene age cover the site and Older Pleistocene age alluvium (Qoa) directly underlies younger surficial alluvium. The Older Alluvium could contain fossils that are recorded nearby in the same sedimentary deposits.

The Mitigation Monitoring and Reporting Program (MMRP) for the Parkside Specific Plan Draft EIR (Webb 2006) to mitigate potential impacts to undiscovered buried cultural and paleontological resources within the Project shall be implemented to the satisfaction of the lead agency. This program shall include, but not be limited to, the following actions:

MM Cultural 1: Should any cultural and/or archaeological resources be accidentally discovered during construction, construction activities shall be moved to other parts of the project site and a qualified archaeologist shall be contacted to determine the significance of these resources. If the find is determined to be an historical or unique archaeological resource, as defined in Section 15064.5 of the CEQA Guidelines, avoidance or other appropriate measures shall be implemented.

MM Cultural 2: If human remains are uncovered at any time, all activities in the area of the find shall be halted by the developer or its contractor and the County Coroner shall be notified immediately pursuant to CA Health & Safety Code Section 7050.5 and CA PRC Section 5097.98. If the Coroner determines that the remains are of Native American origin, the Coroner shall proceed as directed in Section 15064.5(e) of the CEQA Guidelines.

MM-Cultural 3: Prior to the issuance of a grading permit, a qualified paleontologist shall be retained to prepare a Paleontological Resources Survey of the project site, for approval by the City, to determine the site specific potential of finding paleontological resources within the project site. If the approved Paleontological Resources Survey determines that it is unlikely that paleontological resources will be uncovered by earth-moving activities, grading and construction activities may proceed, subject to compliance with all other mitigation measures. However, if the approved Paleontological Resources Survey determines that it is likely that paleontological resources will be uncovered during earth-moving activities, a qualified paleontologist shall be retained to develop a Paleontological Resources Monitoring and Treatment Plan (PRMTP) for approval by the City. Following City approval of the PRMTP, grading and construction activities may proceed in compliance with the provisions of the approved PRMTP. The PRMTP shall include the following measures:

a. Identification of those locations within the Project area where paleontological resources are likely to be uncovered during grading.

b. A monitoring program specifying the procedures for the monitoring of grading activities by a qualified paleontologist or qualified designee.

c. If fossil remains large enough to be seen are uncovered by earth-moving activities, a qualified paleontologist or qualified designee shall temporarily divert earth-moving activities around the fossil site until the remains have been evaluated for significance and, if appropriate, have been recovered; and the paleontologist or qualified designee allows earth-moving activities to proceed through the site. If potentially significant resources are encountered, a letter of notification shall be provided in a timely manner to the City, in addition to the report (described below) that is filed at completion of grading.

d. If a qualified paleontologist or qualified designee is not present when fossil remains are uncovered by earth-moving activities, these activities shall be stopped, and a qualified paleontologist or qualified designee shall be called to the site immediately to evaluate the significance of the fossil remains.

e. At a qualified paleontologist or qualified designee's discretion and to reduce any construction delay, a construction worker shall assist in removing fossiliferous rock samples to an adjacent location for temporary stockpiling pending eventual transport to a laboratory facility for processing.

f. A qualified paleontologist or qualified designee shall collect all significant identifiable fossil remains. All fossil sites shall be plotted on a topographic map of the Project area.

g. If the qualified paleontologist or qualified designee determines that insufficient fossil remains have been found after fifty percent of earthmoving activities have been completed, monitoring can be reduced or discontinued.

h. Any significant fossil remains recovered in the field as a result of monitoring or by processing rock samples shall be prepared, identified, catalogued, curated, and accessioned into the fossil collections of the San Bernardino County Museum, or another museum repository complying with the Society of Vertebrate Paleontology standard guidelines. Accompanying specimen and site data, notes, maps, and photographs also shall be archived at the repository.

i. Within 6 months following completion of the above tasks, a qualified paleontologist or qualified designee shall prepare a final report summarizing the results of the mitigation program and presenting an inventory and describing the scientific significance of any fossil remains accessioned into the museum repository. The report shall be submitted to the City Planning Department and the museum repository. The report shall comply with the Society of Vertebrate Paleontology standard guidelines for assessing and mitigating impacts on paleontological resources.

HUMAN REMAINS

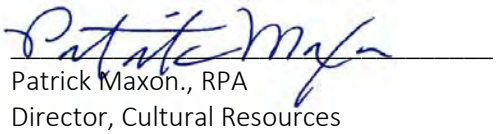
Project-related earth disturbance nearly always has the potential to unearth previously undiscovered human remains, resulting in a potentially significant impact. If human remains are encountered during excavation activities, all work shall halt and the County Coroner shall be notified (*California Health and Safety Code,* §7050.5). The Coroner will determine whether the remains are of forensic interest. If the Coroner determines that the remains are prehistoric, she/he will contact the Native American Heritage Commission (NAHC) within 24 hours. The NAHC is responsible for immediately designating the most likely descendant (MLD), who will be responsible for the ultimate disposition of the remains, as required by Section 5097.98 of the *California Public Resources Code.* The MLD shall make her/his recommendation within 48 hours of being granted access to the site. The MLD's recommendation shall be followed if feasible and may include scientific removal and non-destructive analysis of the human remains and any items associated with Native American burials. If the landowner rejects the MLD's recommendations, the landowner shall rebury the remains with appropriate dignity on the property in a location that will not be subject to further subsurface disturbance.

8.0 CERTIFICATION

I hereby certify that the statements furnished above and in the attached figures present the data and information required for this archaeological report, and that the facts, statements, and information presented are true and correct to the best of my knowledge and belief.

DATE: July 2023

SIGNED:



Patrick Maxon., RPA
Director, Cultural Resources

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CONFIDENTIAL ATTACHMENT A

CULTURAL RESOURCES RECORDS SEARCH (SCCIC)

South Central Coastal Information Center
California State University, Fullerton
Department of Anthropology MH-426
800 North State College Boulevard
Fullerton, CA 92834-6846
657.278.5395 / FAX 657.278.5542
sccic@fullerton.edu
California Historical Resources Information System
Orange, Los Angeles, and Ventura Counties

7/28/2021 Records Search File No.: 22578.8722

Patrick Maxon
VCS Environmental
30900 Rancho Viejo Road, Suite 100
San Juan Capistrano CA 92675

Re: Records Search Results Parkside Cucamonga Creek Project

The South Central Coastal Information Center received your records search request for the project area referenced above, located on the Corona North and Guasti, CA USGS 7.5' quadrangles. Due to the COVID-19 emergency, we have implemented new records search protocols, which limits the deliverables available to you at this time. **WE ARE ONLY PROVIDING DATA THAT IS ALREADY DIGITAL AT THIS TIME.** Please see the attached document on COVID-19 Emergency Protocols for what data is available and for future instructions on how to submit a records search request during the course of this crisis. If your selections on your data request form are in conflict with this document, we reserve the right to default to emergency protocols and provide you with what we stated on this document. You may receive more than you asked for or less than you wanted. The following reflects the results of the records search for the project area and a 1-mile radius:

As indicated on the data request form, the locations of resources and reports are provided in the following format: ☒ custom GIS maps ☐ shape files ☐ hand-drawn maps

Resources within project area: 0	None
Resources within 1-mile radius: 6	SEE ATTACHED MAP
Reports within project area: 0	None
Reports within 1-mile radius: 25	SEE ATTACHED MAP

Resource Database Printout (list):	☐ enclosed	☐ not requested	☒ nothing listed
Resource Database Printout (details):	☒ enclosed	☐ not requested	☐ nothing listed
Resource Digital Database (spreadsheet):	☐ enclosed	☒ not requested	☐ nothing listed
Report Database Printout (list):	☐ enclosed	☐ not requested	☒ nothing listed
Report Database Printout (details):	☒ enclosed	☐ not requested	☐ nothing listed
Report Digital Database (spreadsheet):	☐ enclosed	☒ not requested	☐ nothing listed
Resource Record Copies:	☒ enclosed	☐ not requested	☐ nothing listed
Report Copies:	☐ enclosed	☒ not requested	☐ nothing listed

OHP Built Environment Resources Directory (BERD) 2019: ☒ available online; please go to https://ohp.parks.ca.gov/?page_id=30338
Archaeo Determinations of Eligibility 2012: ☐ enclosed ☐ not requested ☒ nothing listed
Historical Maps: ☒ not available at SCCIC; please go to https://ngmdb.usgs.gov/topoview/viewer/#4/39.98/-100.02
Ethnographic Information: ☒ not available at SCCIC
Historical Literature: ☒ not available at SCCIC
GLO and/or Rancho Plat Maps: ☒ not available at SCCIC
Caltrans Bridge Survey: ☒ not available at SCCIC; please go to http://www.dot.ca.gov/hq/structur/strmaint/historic.htm
Shipwreck Inventory: ☒ not available at SCCIC; please go to http://shipwrecks.slc.ca.gov/ShipwrecksDatabase/Shipwrecks_Database.asp
Soil Survey Maps: (see below) ☒ not available at SCCIC; please go to http://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx

Please forward a copy of any resulting reports from this project to the office as soon as possible. Due to the sensitive nature of archaeological site location data, we ask that you do not include resource location maps and resource location descriptions in your report if the report is for public distribution. If you have any questions regarding the results presented herein, please contact the office at the phone number listed above.

The provision of CHRIS Data via this records search response does not in any way constitute public disclosure of records otherwise exempt from disclosure under the California Public Records Act or any other law, including, but not limited to, records related to archeological site information maintained by or on behalf of, or in the possession of, the State of California, Department of Parks and Recreation, State Historic Preservation Officer, Office of Historic Preservation, or the State Historical Resources Commission.

Due to processing delays and other factors, not all of the historical resource reports and resource records that have been submitted to the Office of Historic Preservation are available via this records search. Additional information may be available through the federal, state, and local agencies that produced or paid for historical resource management work in the search area. Additionally, Native American tribes have historical resource information not in the CHRIS Inventory, and you should contact the California Native American Heritage Commission for information on local/regional tribal contacts.

Should you require any additional information for the above referenced project, reference the record search number listed above when making inquiries. Requests made after initial invoicing will result in the preparation of a separate invoice.

Thank you for using the California Historical Resources Information System,

Michelle Galaz
Assistant Coordinator

Enclosures:

(X) Covid-19 Emergency Protocols for San Bernardino County Records Searches – 2 pages

(X) Custom Maps – 2 pages

(X) Resource Database Printout (details) – 7 pages

(X) Report Database Printout (details) – 26 pages

(X) Resource Record Copies – (all) – 123 pages

(X) Invoice # 22578.8722

Emergency Protocols for San Bernardino County Records Searches

These instructions are for qualified consultants with a valid Access and Use Agreement.

WE ARE ONLY PROVIDING DATA THAT IS ALREADY DIGITAL AT THIS TIME. WE ARE NOT PROVIDING SHAPEFILE DATA FOR SAN BERNARDINO COUNTY; YOU WILL ONLY RECEIVE A CUSTOM DIGITAL MAP.

We can only provide you information that is already in digital format; therefore, your record search may or may not be complete. Some records are only available in paper formats and so may not be available at this time. This also means that there may be data missing from the database bibliographies; locations of resource and report boundaries may be missing or mis-mapped on our digital maps; and that no pdf of a resource or report is available or may be incomplete.

As for the GIS mapped data, bibliographic databases, and pdfs of records and reports; not all the data in our digital archive for San Bernardino County was processed by SCCIC, therefore, we cannot vouch for its accuracy. Accuracy checking and back-filling of missing information is an on-going process under normal working conditions and cannot be conducted under the emergency protocols.

This is an extraordinary and unprecedented situation. Your options will be limited so that we can help as many of you as possible in the shortest amount of time. You may not get everything you want and/or you may get more than you want. We appreciate your patience and resilience.

Please send in your request via email using the data request form along with the associated shape files and pdf map of the project area. If you have multiple SBCO jobs for processing, you may not get them all back at the same time. Use this data request form:

http://web.sonoma.edu/nwic/docs/CHRISDataRequestForm.pdf

Please make your selections on the data request form based on the following instructions.

1. Keep your search radius as tight as possible, but we understand if you have a requirement. The wider the search radius, the higher the cost. You are welcome to request a Project area only search, but please make it clear on the request form that that is what you are seeking.

2. You will get custom maps of resource locations for the project area and the radius that you choose. We will only be providing maps of report locations for the project area and up to a ¼-mile radius. If you need bibliographic information for more than ¼-mile radius – you will be charged for all report map features within your selected search radius. You can opt out of having us create custom maps but you still pay for the map features in the project area or the selected search radius if you want the associated bibliographic information or pdfs of resources or reports.

3. You can request copies of site records and reports if they are digitally available.

4. You will also get the bibliographies (List, Details, Spreadsheet) that you choose for resources and reports. Because the bibliographic database is not yet complete, you will only get what is available at the time of your records search.
5. If you request more than what we are offering here, we may provide it if it is available or we reserve the right to default to these instructions. If you want copies of resources and reports that are not available digitally at the time of the search, you can send us a separate request for processing when we are allowed to return to the office. Fees will apply.

6. **You will need to search the OHP BERD yourself for your project area and your search radius.** This replaces the old OHP HPD. It is available online at the OHP website.

7. You can go online to find historic maps, so we are not providing them at this time.

8. Your packet will be sent to you electronically via Dropbox. We use 7-zip to password protect the files so you will need both on your computers. We email you the password. If you can't use Dropbox for some reason, then you will need to provide us with your Fed ex account number and we will ship you a disc with the results. As a last resort, we will ship on a disc via the USPS. You may be billed for our shipping and handling costs.

9. We will be billing you at the staff rate of $150 per hour and you will be charged for all resources and reports according to the "custom map charges", even if you don't get a custom or hand-drawn map. You will also be billed 0.15 per pdf page, as usual. Quad fees will apply if your research includes more than 2 quads. The fee structure for custom maps was designed to mimic the cost of doing the search by hand so the fees are comparable.

10. A copy of the digital fee structure is available on the Office of Historic Preservation website under the CHRIS tab. If the digital fee structure is new to you or you don't understand it; please ask questions before we process your request, not after. Thank you.

Report Detail: SB-01499

Identifiers

Report No.: SB-01499

Other IDs:

Type	*Name*
NADB-R	1061499
Voided	85-7.4A-B

Cross-refs:

Citation information

Author(s): FOSTER, JOHN M. and ROBERTA S. GREENWOOD
Year: 1985
Title: CULTURAL RESOURCES OVERVIEW: CALIFORNIA PORTION, PROPOSED PACIFIC TEXAS PIPELINE PROJECT
Affliliation: GREENWOOD AND ASSOCIATES
No. pages: 185
No. maps:
Attributes: Archaeological, Architectural/Historical, Field study
Inventory size:
Disclosure: Not for publication
Collections: No

General notes

[NADB Keywords: PREHISTORIC; LITERATURE REVIEW; CULTURAL HISTORY; INTERMONTANE VALLEY; SANTA ANA RIVER; SAN BERNARDINO VALLEY; NO RESOURCES]

Associated resources

No. resources: 0
Has informals:

Location information

County(ies): San Bernardino
USGS quad(s): Corona North, Fontana, Guasti, Ontario, Prado Dam, Redlands, San Bernardino South
Address:
PLSS:

Database record metadata

	Date	*User*
Entered:	7/18/2014	jay
Last modified:	4/24/2017	ikott

IC actions:

Date	*User*	*Action taken*
7/18/2014	jay	Appended record from NADB database

Record status: Database Complete

Report Detail: SB-02623

Identifiers

Report No.: SB-02623

Other IDs:	*Type*	*Name*
	NADB-R	1062623
	Voided	92-3.5

Cross-refs:

Citation information

Author(s): TASKIRAN, AYSE and RACHEL GREELEY

Year: 1992

Title: CULTURAL RESOURCES ASSESSMENT: SANTA ANA WATERSHED PROJECT AUTHORITY, CHINO BASIN DESALINATION PROGRAM - PHASE I PROJECT, RIVERSIDE AND SAN BERNARDINO COUNTIES, CALIFORNIA

Affliliation: UNIV. OF CALIF. RIVERSIDE, ARCHAEOLOGICAL RESEARCH UNIT

No. pages: 24

No. maps:

Attributes: Field study

Inventory size:

Disclosure: Not for publication

Collections:

General notes

[NADB Keywords: PREHISTORIC; HISTORIC; ARCHAEOLOGICAL RECONNAISSANCE REPORT; INTERMONTANE VALLEY; PRADO BASIN; NO RESOURCES]

Associated resources

No. resources: 0

Has informals:

Location information

County(ies): San Bernardino

USGS quad(s): Corona North, Prado Dam

Address:

PLSS:

Database record metadata

	Date	*User*
Entered:	7/18/2014	jay
Last modified:	10/5/2016	rmoritz

IC actions:	*Date*	*User*	*Action taken*
	7/18/2014	jay	Appended record from NADB database

Record status: Verified

Report Detail: SB-03012

Identifiers

Report No.: SB-03012

Other IDs:

Type	*Name*
NADB-R	1063012

Cross-refs:

Citation information

Author(s): OWEN, SHELLEY MARIE

Year: 1995

Title: CULTURAL RESOURCES SURVEY AND IMPACT ASSESSMENT FOR THE CAJON/EPTC PIPELINE PROJECT LOCATED IN PORTIONS OF LOS ANGELES, SAN BERNARDINO, AND ORANGE COUNTIES, CA

Affliliation: EIP ASSOCIATES

No. pages: 55

No. maps:

Attributes: Field study

Inventory size: 13 MILES

Disclosure: Not for publication

Collections:

General notes

[NADB Keywords: ARCHAEOLOGICAL RECONNAISSANCE REPORT; RANCHING SITE; DAM; FOOD PROCESSING SITE; MACHINERY; HOUSE; BARN; SILO; CHICKEN COOP; METAL HARDWARE; MANO; HAMMERSTONE; FLAKED LITHIC; METATE; TOOLS; BRANDING IRON; TRACTOR; PUMP; BARREL; PESTLE; CHINO HILLS; PREHISTORIC; HISTORIC; AD 1934; AD 1918; HISTORIC STRUCTURES]

Associated resources

Primary No.	*Trinomial*	*Name*
P-36-005689	CA-SBR-005689H	
P-36-005690	CA-SBR-005690	
P-36-005691	CA-SBR-005691	
P-36-008124	CA-SBR-008124H	
P-36-008125	CA-SBR-008125H	

No. resources: 5

Has informals:

Location information

County(ies): San Bernardino

USGS quad(s): Prado Dam, Yorba Linda

Address:

PLSS:

Database record metadata

	Date	*User*
Entered:	7/18/2014	jay
Last modified:	10/5/2016	rmoritz

IC actions:

Date	*User*	*Action taken*
7/18/2014	jay	Appended record from NADB database

Record status: Verified

Report Detail: SB-03687

Identifiers

Report No.: SB-03687

Other IDs:

Type	*Name*
NADB-R	1063687

Cross-refs:

Citation information

Author(s): LOVE, BRUCE and BAI TANG

Year: 1997

Title: IDENTIFICATION & EVALUATION OF HISTORIC PROPERTIES-CHINO BASIN DESALINATION PROGRAM, FACILITIES REVISION PROJECT, SAN BERNARDINO & RIVERSIDE COUNTIES. 26PP]

Affliliation: CRM TECH

No. pages: 26

No. maps:

Attributes: Architectural/Historical, Evaluation

Inventory size: 19 MILES

Disclosure: Not for publication

Collections:

General notes

[NADB Keywords: ARCHAEOLOGICAL RECONNAISSANCE REPORT; CHINO VALLEY; NO RESOURCES]

Associated resources

No. resources: 0

Has informals:

Location information

County(ies): San Bernardino

USGS quad(s): Corona North, Ontario, Prado Dam

Address:

PLSS:

Database record metadata

	Date	*User*
Entered:	7/18/2014	jay
Last modified:	10/5/2016	rmoritz

IC actions:

Date	*User*	*Action taken*
7/18/2014	jay	Appended record from NADB database

Record status: Verified

Report Detail: SB-03874

Identifiers

Report No.: SB-03874

Other IDs:	*Type*	*Name*
	NADB-R	1063874

Cross-refs:

Citation information

Author(s): DAHDUL, MIRIAM
Year: 2002
Title: HISTORICAL/ARCHAEOLOGICAL RESOURCES SURVEY REPORT: APN: 0218-241-11, -13, -14, -17, & -18, SLEGER & MARTIN PROPERTIES NEAR THE CITY OF ONTARIO, SAN BERNARDINO COUNTY, CA. 14PP
Affliliation: CRM TECH
No. pages: 14
No. maps:
Attributes: Archaeological, Architectural/Historical, Field study
Inventory size: 80 ACRES
Disclosure: Not for publication
Collections: No

General notes

[NADB Keywords: ARCHAEOLOGICAL RECONNAISSANCE REPORT; SAN BERNARDINO VALLEY; INTERMONTANE VALLEY; NO RESOURCES]

Associated resources

No. resources: 0
Has informals:

Location information

County(ies): San Bernardino
USGS quad(s): Corona North
Address:
PLSS:

Database record metadata

	Date	*User*
Entered:	7/18/2014	jay
Last modified:	5/9/2017	ikott

IC actions:	*Date*	*User*	*Action taken*
	7/18/2014	jay	Appended record from NADB database

Record status:

Report Detail: SB-04171

Identifiers

Report No.: SB-04171

Other IDs:	*Type*	*Name*
	NADB-R	1064171

Cross-refs:

Citation information

Author(s): MAXWELL, PAMELA
Year: 2001
Title: CULTURAL RESOURCES EVALUATION: CUCAMONGA AND DEER CREEK CHANNELS ECOSYSTEM RESTORATION. 10PP
Affliliation: CORPS OF ENGINEERS
No. pages: 10
No. maps:
Attributes:
Inventory size: 52.3 ACRES
Disclosure: Not for publication
Collections: No

General notes

[NADB Keywords: ARCHAEOLOGICAL RECONNAISSANCE REPORT; SAN BERNARDINO VALLEY; INTERMONTANE VALLEY; CUCAMONGA CREEK; DEER CREEK; NO RESOURCES]

Associated resources

No. resources: 0
Has informals:

Location information

County(ies): San Bernardino
USGS quad(s): Guasti
Address:
PLSS:

Database record metadata

	Date	*User*
Entered:	7/18/2014	jay
Last modified:	5/4/2017	ikott

IC actions:	*Date*	*User*	*Action taken*
	7/18/2014	jay	Appended record from NADB database

Record status: Database Complete

Report Detail: SB-04379

Identifiers

Report No.: SB-04379

Other IDs:

Type	*Name*
NADB-R	1064379

Cross-refs:

Citation information

Author(s): DICE, MICHAEL

Year: 2004

Title: AN ARCHAEOLOGCIAL RESOURCE EVALUATION & PALEONTOLOGICAL RECORDS SEARCH FOR THE WEST HAVEN SPECIFIC PLAN PROJECT SUBAREA 6 (WEST OF HAVEN) & SUBAREA 12 (WEST OF HAVEN), CITY OF ONTARIO, SAN BERNARDINO COUNTY, CA. 56PP

Affliliation: MICHAEL BRANDMAN ASSOCIATES

No. pages:

No. maps:

Attributes:

Inventory size: 266.7 ACRES

Disclosure:

Collections:

General notes

[NADB Keywords: ARCHAEOLOGICAL RECONNAISSANCE REPORT; SAN BERNARDINO VALLEY; INTERMONTANE VALLEY; NO RESOURCES]

Associated resources

No. resources: 0

Has informals:

Location information

County(ies): San Bernardino

USGS quad(s): Guasti

Address:

PLSS:

Database record metadata

	Date	*User*
Entered:	7/18/2014	jay
Last modified:		

IC actions:

Date	*User*	*Action taken*
7/18/2014	jay	Appended record from NADB database

Record status:

Report Detail: SB-04506

Identifiers

Report No.: SB-04506

Other IDs:	*Type*	*Name*
	NADB-R	1064506

Cross-refs:

Citation information

Author(s): DAHDUL, MIRIAM
Year: 2001
Title: HISTORICAL/ARCHAEOLOGICAL RESOURCES SURVEY REPORT: CHINO I DESALTER EXPANSION & CHINO II DESALTER & SUPPORT FACILITIES, CHINO BASIN AREA, SAN BERNARDINO & RIVERSIDE COUNTIES. 16PP
Affliliation: CRM TECH
No. pages: 16
No. maps:
Attributes: Field study
Inventory size: 3 MILES
Disclosure: Not for publication
Collections:

General notes

[NADB Keywords: ARCHAEOLOGICAL RECONNAISSANCE REPORT; CHINO VALLEY; INTERMONTANE VALLEY; NO RESOURCES]

Associated resources

No. resources: 0
Has informals:

Location information

County(ies): San Bernardino
USGS quad(s): Corona North, Prado Dam
Address:
PLSS:

Database record metadata

	Date	*User*
Entered:	7/18/2014	jay
Last modified:	10/5/2016	rmoritz

IC actions:	*Date*	*User*	*Action taken*
	7/18/2014	jay	Appended record from NADB database

Record status: Verified

Report Detail: SB-04507

Identifiers

Report No.: SB-04507

Other IDs:	*Type*	*Name*
	NADB-R	1064507

Cross-refs:

Citation information

Author(s): TIBBETT, CASEY
Year: 2004
Title: HISTORICAL/ARCHAEOLOGICAL RESOURCES SURVEY REPORT: GRAND PARK SPECIFIC PLAN, CITY OF ONTARIO, SAN BERNARDINO COUNTY, CA. 16PP
Affliliation: CRM TECH
No. pages: 16
No. maps:
Attributes: Archaeological, Architectural/Historical, Field study
Inventory size: 140 ACRES
Disclosure: Not for publication
Collections: No

General notes

[NADB Keywords: ARCHAEOLOGICAL RECONNAISSANCE REPORT; CHINO VALLEY; INTERMONTANE VALLEY; NO RESOURCES]

Associated resources

No. resources: 0
Has informals:

Location information

County(ies): San Bernardino
USGS quad(s): Corona North
Address:
PLSS:

Database record metadata

	Date	*User*
Entered:	7/18/2014	jay
Last modified:	5/9/2017	ikott

IC actions:	*Date*	*User*	*Action taken*
	7/18/2014	jay	Appended record from NADB database

Record status: Database Complete

Report Detail: SB-05280

Identifiers

Report No.: SB-05280

Other IDs:	*Type*	*Name*
	NADB-R	1065280
	Other	SCE

Cross-refs:

Citation information

Author(s): Pollock, Katherine H.

Year: 2006 (Jun)

Title: Archaeological Survey of the Bravon 12kV Transmission Line, City of Chino, San Bernardino and Riverside Counties, California.

Affliliation: Southern California Edison

No. pages: 6

No. maps: 1

Attributes: Archaeological, Field study

Inventory size: approx 3.5 miles

Disclosure: Not for publication

Collections: No

General notes

Associated resources

No. resources: 0

Has informals: No

Location information

County(ies): San Bernardino

USGS quad(s): Corona North

Address:

PLSS:

Database record metadata

	Date	*User*
Entered:	7/22/2014	jay
Last modified:	3/25/2015	l0333

IC actions:	*Date*	*User*	*Action taken*
	7/22/2014	jay	Added placeholder record (no info in NADB, SBAIC_REPORTS, or Word bibliography)
	3/25/2015	l0333	Data entered by R. Laska

Record status: Database Complete

Report Detail: SB-05358

Identifiers

Report No.: SB-05358

Other IDs:	*Type*	*Name*
	NADB-R	1065358

Cross-refs:

Citation information

Author(s): Sider, W.A.
Year: 1976
Title: Cucamonga Creek 1776-1976 After 200 Years.
Affliliation:
No. pages:
No. maps:
Attributes:
Inventory size:
Disclosure:
Collections:

General notes

Associated resources

No. resources: 0
Has informals:

Location information

County(ies): San Bernardino
USGS quad(s):
Address:
PLSS:

Database record metadata

	Date	*User*
Entered:	7/18/2014	jay
Last modified:		

IC actions:	*Date*	*User*	*Action taken*
	7/18/2014	jay	Appended record from Report Biblio MS Word document

Record status:

Report Detail: SB-05700

Identifiers

Report No.: SB-05700

Other IDs:	*Type*	*Name*
	NADB-R	1065700

Cross-refs:

Citation information

Author(s): Hogan, Michael and Bai “Tom” Tang

Year: 2006

Title: On-Call Archaeological Monitoring Services: Eastern Trunk Sewer/Kimball Interceptor Sewer, Cities of Ontario and Chino, San Bernardino County, California.

Affliliation: CRM TECH

No. pages: 5

No. maps:

Attributes: Archaeological, Field study

Inventory size:

Disclosure: Not for publication

Collections: No

General notes

Associated resources

	Primary No.	*Trinomial*	*Name*
	P-36-012533		

No. resources: 1

Has informals:

Location information

County(ies): San Bernardino

USGS quad(s): Corona North

Address:

PLSS:

Database record metadata

	Date	*User*
Entered:	7/18/2014	jay
Last modified:	5/9/2017	ikott

IC actions:	*Date*	*User*	*Action taken*
	7/18/2014	jay	Appended record from Report Biblio MS Word document

Record status: Database Complete

Report Detail: SB-05701

Identifiers

Report No.: SB-05701

Other IDs:	*Type*	*Name*
	NADB-R	1065701
	Paleo	

Cross-refs:

Citation information

Author(s): Wetherbee, Matthew and Sarah Siren

Year: 2006

Title: A Phase I Cultural Resources Inventory and a Paleontological Assessment for the 111-Acre Avenue Specific Plan Project, City of Ontario, San Bernardino County, California.

Affliliation: Stantec Consulting Inc.

No. pages: 28

No. maps:

Attributes: Archaeological, Architectural/Historical

Inventory size:

Disclosure: Not for publication

Collections: No

General notes

Associated resources

No. resources: 0

Has informals:

Location information

County(ies): San Bernardino

USGS quad(s): Corona North, Guasti

Address:

Address	*City*	*Assessor's parcel no.*	*Zip code*
		218-181-17	
		218-181-21	
		218-191-19	
		218-191-20	
		218-201-30	

PLSS:

Database record metadata

	Date	*User*
Entered:	7/18/2014	jay
Last modified:	5/4/2017	ikott

IC actions:

Date	*User*	*Action taken*
7/18/2014	jay	Appended record from Report Biblio MS Word document

Record status: Database Complete

Report Detail: SB-05702

Identifiers

Report No.: SB-05702

Other IDs:

Type	*Name*
NADB-R	1065702

Cross-refs:

Citation information

Author(s): Encarnacion, Deirdre and Daniel Ballester

Year: 2007

Title: Identification and Evaluation of Historic Properties: RP-1 Outfall Parallel Pipeline Project, City of Ontario, San Bernardino County, California.

Affliliation:

No. pages:

No. maps:

Attributes:

Inventory size:

Disclosure:

Collections:

General notes

Associated resources

No. resources: 0

Has informals:

Location information

County(ies): San Bernardino

USGS quad(s):

Address:

PLSS:

Database record metadata

	Date	*User*
Entered:	7/18/2014	jay
Last modified:		

IC actions:

Date	*User*	*Action taken*
7/18/2014	jay	Appended record from Report Biblio MS Word document

Record status:

Report Detail: SB-05976

Identifiers

Report No.: SB-05976

Other IDs:	*Type*	*Name*
	NADB-R	1065976

Cross-refs:

Citation information

Author(s): Wetherbee, Matthew, Sarah Siren and Gavin Archer
Year: 2007 (Oct)
Title: Cultural Resource Assessment New Model Colony East Backbone Infrastructure, City of Ontario, San Bernardino County, California.
Affliliation: Stantec
No. pages: 41
No. maps: 2
Attributes: Archaeological, Field study
Inventory size:
Disclosure: Not for publication
Collections:

General notes

Associated resources

	Primary No.	*Trinomial*	*Name*
	P-36-012533		

No. resources: 1
Has informals:

Location information

County(ies): San Bernardino
USGS quad(s): Corona North, Guasti
Address:
PLSS:

Database record metadata

	Date	*User*
Entered:	7/22/2014	jay
Last modified:	5/9/2017	ikott

IC actions:	*Date*	*User*	*Action taken*
	7/22/2014	jay	Added placeholder record (no info in NADB, SBAIC_REPORTS, or Word bibliography)
	8/21/2014	l0333	Data Added by Robin Laska

Record status: Incomplete (OHP)

Report Detail: SB-06095

Identifiers

Report No.: SB-06095

Other IDs:

Type	*Name*
NADB-R	1066095

Cross-refs:

Citation information

Author(s): Applied Earthworks
Year: 2009
Title: Confidential Cultural Resources Specialist Report for the Tehachapi Renewal Transmission Project.
Affliliation: Applied Earthworks
No. pages: 180
No. maps:
Attributes: Archaeological, Field study
Inventory size:
Disclosure:
Collections:

General notes

Los Angeles Resources: 19-003295, 19-003852, 19-003853, 19-003854, 19-100644, 19-186877

Associated resources

Primary No.	*Trinomial*	*Name*
P-36-003690	CA-SBR-003690/H	Aliso Canyon Site
P-36-019845	CA-SBR-013198H	AE-1641-1H
P-36-019846	CA-SBR-013199H	AE-1641-2H
P-36-019847	CA-SBR-013200H	AE-1641-3H
P-36-019848		AE-1641-4H

No. resources: 5
Has informals:

Location information

County(ies): San Bernardino
USGS quad(s): Corona North, Guasti, Ontario, Prado Dam, Yorba Linda
Address:
PLSS:

Database record metadata

	Date	*User*
Entered:	7/22/2014	jay
Last modified:	11/14/2016	mgalaz

IC actions:

Date	*User*	*Action taken*
7/22/2014	jay	Added placeholder record (no info in NADB, SBAIC_REPORTS, or Word bibliography)
8/18/2014	l0333	Data added by Robin Laska

Record status: Verified

Report Detail: SB-06818

Identifiers

Report No.: SB-06818

Other IDs:	*Type*	*Name*
	NADB-R	1066818

Cross-refs:

Citation information

Author(s): Tang, Bai “Tom”, Deirdre Encarnacion, Daniel Ballester, and Laura H. Shaker
Year: 2010
Title: Identification and Evaluation of Historic Properties: Chino Desalter Phase 3 Expansion Project, Riverside and San Bernardino Counties, California.
Affliliation: CRM TECH
No. pages: 35
No. maps:
Attributes: Architectural/Historical, Evaluation
Inventory size:
Disclosure: Not for publication
Collections:

General notes

Associated resources

No. resources: 0
Has informals:

Location information

County(ies): San Bernardino
USGS quad(s): Corona North, Guasti, Prado Dam
Address:
PLSS:

Database record metadata

	Date	*User*
Entered:	7/18/2014	jay
Last modified:	10/5/2016	rmoritz

IC actions:	*Date*	*User*	*Action taken*
	7/18/2014	jay	Appended record from Report Biblio MS Word document

Record status: Verified

Report Detail: SB-07149

Identifiers

Report No.: SB-07149

Other IDs:

Type	*Name*
NADB-R	1067149

Cross-refs:

Citation information

Author(s): Billat, Lorna
Year: 2012
Title: Archibald SCE/LA 5619A.
Affliliation:
No. pages:
No. maps:
Attributes:
Inventory size:
Disclosure:
Collections:

General notes

Associated resources

No. resources: 0
Has informals:

Location information

County(ies): San Bernardino
USGS quad(s):
Address:
PLSS:

Database record metadata

	Date	*User*
Entered:	7/18/2014	jay
Last modified:		

IC actions:

Date	*User*	*Action taken*
7/18/2014	jay	Appended record from Report Biblio MS Word document

Record status:

Report Detail: SB-07655

Identifiers

Report No.: SB-07655

Other IDs:	*Type*	*Name*
	NADB-R	1067655

Cross-refs:

Citation information

Author(s): Hoffman, Robin, Timothy Yates, and Karen Crawford
Year: 2012
Title: Cultural Resources Inventory Report for the Proposed City Substation and Mira Loma-Jefferson Subtransmission Line Project, Riverside and San Bernardino Counties, California.
Affliliation: ICF International
No. pages: 156
No. maps:
Attributes: Field study
Inventory size:
Disclosure: Not for publication
Collections:

General notes

Associated resources

No. resources: 0
Has informals:

Location information

County(ies): San Bernardino
USGS quad(s): Black Star Canyon, Corona North, Fontana, Guasti, Ontario, Prado Dam
Address:
PLSS:

Database record metadata

	Date	*User*
Entered:	7/18/2014	jay
Last modified:	10/5/2016	rmoritz

IC actions:	*Date*	*User*	*Action taken*
	7/18/2014	jay	Appended record from Report Biblio MS Word document

Record status: Verified

Report Detail: SB-07756

Identifiers

Report No.: SB-07756

Other IDs:	*Type*	*Name*
	NADB-R	1067756

Cross-refs:

Citation information

Author(s): Tang, Bai "Tom"

Year: 2014 (Jan)

Title: Update to Historical/Archaeological Resources Survey: Chino Desalter Phase 3 Expansion Project, Riverside and San Bernardino Counties, California.

Affliliation: CRM Tech

No. pages: 7

No. maps: 3

Attributes: Archaeological, Field study

Inventory size: approx 10 miles

Disclosure: Not for publication

Collections: No

General notes

Associated resources

No. resources: 0

Has informals: No

Location information

County(ies): San Bernardino

USGS quad(s): Corona North, Guasti, Prado Dam

Address:

PLSS:

Database record metadata

	Date	*User*
Entered:	10/1/2014	l0333
Last modified:	10/5/2016	rmoritz

IC actions:	*Date*	*User*	*Action taken*
	10/1/2014	l0333	Data entered by R. Laska

Record status: Verified

Report Detail: SB-07901

Identifiers

Report No.: SB-07901
Other IDs:
Cross-refs:

Citation information

Author(s): Strudwick, Ivan
Year: 2014
Title: Results of the Archaeological Resource Assessment for the 189.1-Acre Watson Corporate Center Project, City of Chino, San Bernardino County, California
Affliliation: LSA Associates, Inc.
No. pages: 22
No. maps:
Attributes: Field study
Inventory size:
Disclosure: Not for publication
Collections: No

General notes

Associated resources

No. resources: 0
Has informals:

Location information

County(ies): San Bernardino
USGS quad(s): Corona North
Address:
PLSS:

Database record metadata

	Date	*User*
Entered:	9/30/2016	rmoritz
Last modified:	9/30/2016	rmoritz

IC actions:
Record status: Verified

Report Detail: SB-07956

Identifiers

Report No.: SB-07956
Other IDs:
Cross-refs:

Citation information

Author(s): Doolittle, Christopher J.
Year: 2007
Title: Archaeological Survey report for Southern California Edison's G.O. 131-D Assessment of the Chino A-Bank System and System Split Project San Bernadino County, California
Affliliation: Eath Tech, Inc.
No. pages: 10
No. maps:
Attributes: Archaeological, Architectural/Historical, Field study
Inventory size:
Disclosure: Not for publication
Collections: No

General notes

Associated resources

No. resources: 0
Has informals:

Location information

County(ies): San Bernardino
USGS quad(s): Guasti, Ontario, Prado Dam
Address:
PLSS:

Database record metadata

	Date	*User*
Entered:	10/4/2016	sstjames
Last modified:	10/10/2016	ikott

IC actions:	*Date*	*User*	*Action taken*
	10/4/2016	sstjames	Entered by IK.

Record status: Database Complete

Report Detail: SB-07968

Identifiers

Report No.: SB-07968
Other IDs:
Cross-refs:

Citation information

Author(s): Holm, Lisa and John Holson
Year: 2011
Title: Supplemental Archaeological Survey Report: Tehachapi Renewable Transmission Project Segement 8 East (Phases 2 and 3) and West (Phase 4), Los Angeles and San Bernardino Counties, California
Affliliation: Pacific Legacy, Inc.
No. pages: 191
No. maps:
Attributes: Archaeological, Architectural/Historical, Field study
Inventory size:
Disclosure: Not for publication
Collections: No

General notes

See report for unrecorded resources.

Associated resources

Primary No.	*Trinomial*	*Name*
P-36-012533		
P-36-012621		10513 East Riverside Drive, Ont
P-36-012622		13751 Haven Ave, Ontario

No. resources: 3
Has informals: Yes

Location information

County(ies): San Bernardino
USGS quad(s): Corona North, Guasti, Ontario, Prado Dam, Yorba Linda
Address:
PLSS:

Database record metadata

	Date	*User*
Entered:	10/5/2016	sstjames
Last modified:	10/6/2016	sstjames

IC actions:	*Date*	*User*	*Action taken*
	10/5/2016	sstjames	Entered by IK.

Record status: Database Complete

Report Detail: SB-07977

Identifiers

Report No.: SB-07977
Other IDs:
Cross-refs:

Citation information

Author(s): Panich, Lee, Tsim D. Schneider, and John Holson
Year: 2010
Title: Supplemental Archaeological Survey Report: Tehachapi Renewable Transmission Project Segment 8 East (Phases 2 and 3), San Bernardino County California
Affliliation: Pacific Legacy, Inc.
No. pages: 48
No. maps:
Attributes: Archaeological, Architectural/Historical, Field study
Inventory size:
Disclosure: Not for publication
Collections: No

General notes

Associated resources

Primary No.	*Trinomial*	*Name*
P-36-013330	CA-SBR-012533H	
P-36-013636	CA-SBR-012622	

No. resources: 2
Has informals:

Location information

County(ies): San Bernardino
USGS quad(s): Corona North, Guasti, Ontario, Prado Dam
Address:
PLSS:

Database record metadata

	Date	*User*
Entered:	10/5/2016	sstjames
Last modified:	10/6/2016	sstjames

IC actions:	*Date*	*User*	*Action taken*
	10/5/2016	sstjames	Entered by IK.

Record status: Database Complete

Report Detail: SB-08188

Identifiers

Report No.: SB-08188
Other IDs:
Cross-refs:

Citation information

Author(s): Kraft, Jennifer R. and Brian F. Smith
Year: 2014
Title: HISTORIC STRUCTURE INVENTORY AND ASSESSMENT PROGRAM FOR THE WATSON CORPORATE CENTER SAN BERNARDINO COUNTY, CALIFORNIA
Affliliation: Brian F. Smith and Associates, Inc.
No. pages: 102
No. maps:
Attributes: Architectural/Historical, Evaluation, Field study
Inventory size:
Disclosure: Not for publication
Collections: No

General notes

Associated resources

Primary No.	*Trinomial*	*Name*
P-36-029054		Foxcroft Farm
P-36-029055		8819 Remington Ave

No. resources: 2
Has informals:

Location information

County(ies): San Bernardino
USGS quad(s): Corona North

Address:

Address	*City*	*Assessor's parcel no.*	*Zip code*
		0218-291-01	
		0218-291-02	
		0218-291-07	
		0218-291-08	
		0218-291-09	
		0218-301-01	
		0218-301-05	
		0218-301-06	
		0218-301-07	
		0218-301-12	
		0218-301-14	
		0218-301-15	
		0218-301-22	
		1054-371-01	
		1054-371-02	
		1054-441-01	
		1054-441-02	
		1054-451-01	
		1054-451-02	
		1054-461-02	
		1054-461-03	
		1055-081-01	
		1055-081-02	
15389 Carpenter Avenue	Chino		
8819 Remington Avenue	Chino		

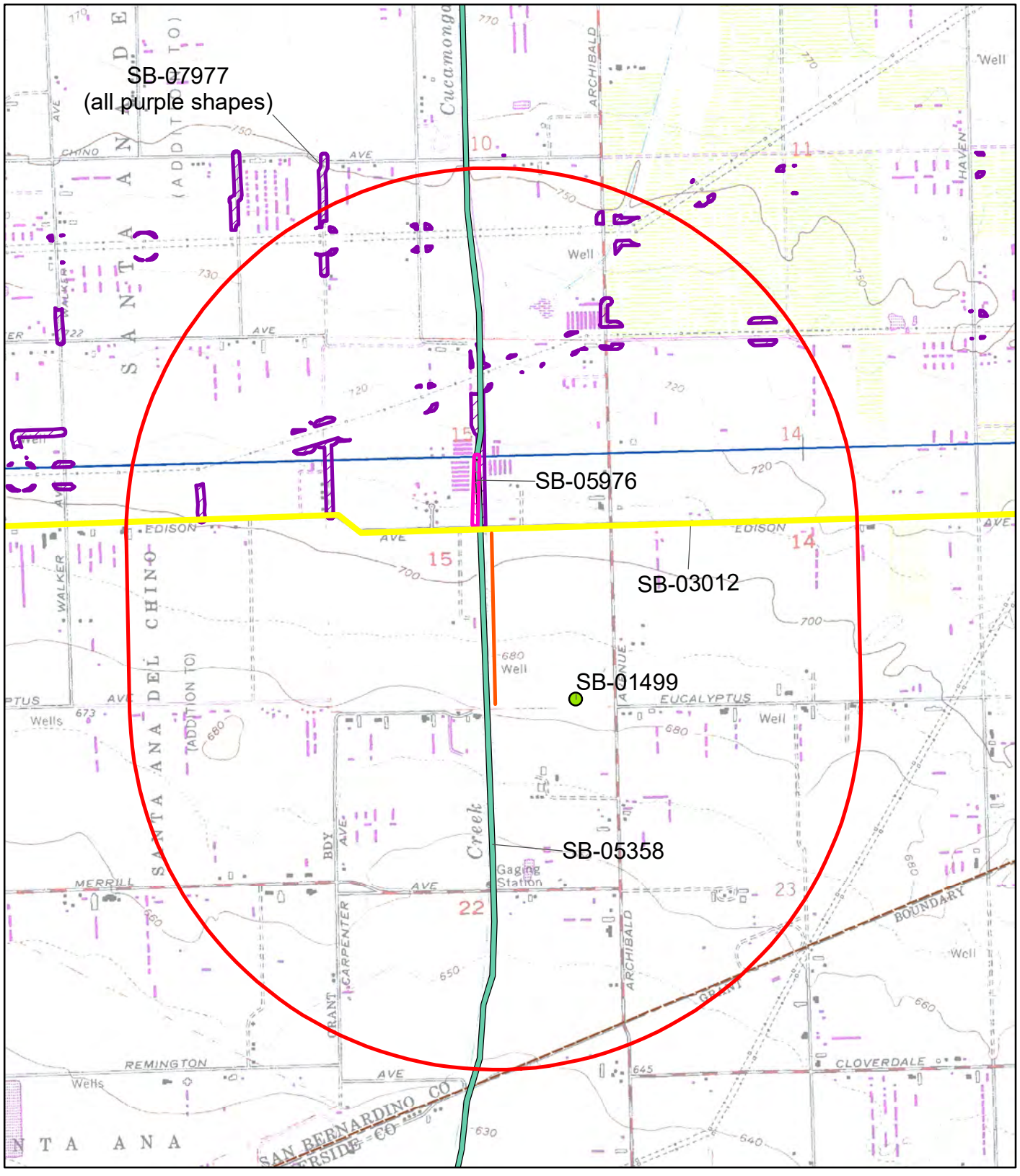
PLSS:

Database record metadata

	Date	*User*
Entered:	10/13/2016	ikott
Last modified:	10/14/2016	ikott

IC actions:

Record status: Database Complete



Reports within project area: None
25 reports within 1-mile radius
(only those within 1/4-mile are mapped)

Corona North, CA
Guasti, CA
USGS 7.5' PR:1981
1:24,000
SCCIC #22578
JUL 2021

May depict confidential cultural resource locations. Do not distribute.

All resources are verified by SCCIC staff

Resource Detail: P-36-012195

Identifying information

Primary No.: P-36-012195
Trinomial:
Name: SA CHUL Farms
Other IDs:

Type	*Name*
Resource Name	SA CHUL Farms

Cross-refs:

Attributes

Resource type: Building, Structure
Age: Historic
Information base: Survey
Attribute codes: AH05 (Wells/cisterns); HP02 (Single family property); HP33 (Farm/ranch); HP39 (Other)
Disclosure: Unrestricted
Collections: No
Accession no(s):
Facility:

General notes

Recording events

Date	*Recorder(s)*	*Affiliation*	*Notes*
6/16/2005	P. Daly	Chambers Group, Inc	

Associated reports

Location information

County: San Bernardino
USGS quad(s): Guasti
Address:

Address	*City*	*Assessor's parcel no.*	*Zip code*
13923 S Archibald Ave	Ontario		91710

PLSS: T2S R7W SW¼ of NW¼ of Sec. 14 SBBM
UTMs: Zone 11 445247mE 3762365mN NAD27

Management status

Database record metadata

	Date	*User*
Entered:	7/21/2014	jay
Last modified:	5/22/2018	ikott

IC actions:

Date	*User*	*Action taken*
7/21/2014	jay	Imported record from SBR catalog spreadsheet

Record status: Verified

Resource Detail: P-36-012533

Identifying information

Primary No.: P-36-012533
Trinomial:
Name:
Other IDs:
Cross-refs:

Attributes

Resource type: Site
Age: Historic
Information base: Other
Attribute codes: AH07 (Roads/trails/railroad grades)
Disclosure: Not for publication
Collections: No
Accession no(s):
Facility:

General notes

Recording events

Date	*Recorder(s)*	*Affiliation*	*Notes*
8/1/2005	Robert Porter	CRM Tech	

Associated reports

Report No.	*Year*	*Title*	*Affiliation*
SB-05700	2006	On-Call Archaeological Monitoring Services: Eastern Trunk Sewer/Kimball Interceptor Sewer, Cities of Ontario and Chino, San Bernardino County, California.	CRM TECH
SB-05976	2007	Cultural Resource Assessment New Model Colony East Backbone Infrastructure, City of Ontario, San Bernardino County, California.	Stantec
SB-07968	2011	Supplemental Archaeological Survey Report: Tehachapi Renewable Transmission Project Segement 8 East (Phases 2 and 3) and West (Phase 4), Los Angeles and San Bernardino Counties, California	Pacific Legacy, Inc.

Location information

County: San Bernardino
USGS quad(s): Corona North, Guasti

Address: *Address*	*City*	*Assessor's parcel no.*	*Zip code*
Archibald Ave	Ontario		91716

PLSS: T2S R7W Sec. SBBM
UTMs: Zone 11 445251mE 3760227mN NAD27
Zone 11 445291mE 3763415mN NAD27

Management status

Database record metadata

	Date	*User*	
Entered:	7/21/2014	jay	
Last modified:	5/8/2017	mgalaz	
IC actions:	*Date*	*User*	*Action taken*
	7/21/2014	jay	Imported record from SBR catalog spreadsheet

Record status: Verified

Resource Detail: P-36-025440

Identifying information

Primary No.: P-36-025440
Trinomial:
Name: Chino-Mira Loma No. 1 Transmission Line
Other IDs:

Type	*Name*
Resource Name	Chino-Mira Loma No. 1 Transmission Line

Cross-refs:

Attributes

Resource type: Structure
Age: Historic
Information base: Survey
Attribute codes: HP11 (Engineering structure)
Disclosure: Unrestricted
Collections: No
Accession no(s):
Facility:

General notes

Recording events

Date	*Recorder(s)*	*Affiliation*	*Notes*
6/1/2010	Wendy Tinsley Becker	Urbana Preservation & Planning	

Associated reports

Report No.	*Year*	*Title*	*Affiliation*
SB-06037	2008	Direct APE Architectural Assessment for Royal Street Communications, LLC California Candidate LA2245B, (SCE Chino, Chino-Mira Loma No.1 M231-T3n), Fern Avenue and Edison Avenue, Chino, San Bernardino County, California.	Michael Brandman Associates

Location information

County: San Bernardino
USGS quad(s): Guasti, Ontario, Prado Dam
Address:
PLSS:
UTMs:

Management status

Database record metadata

	Date	*User*	
Entered:	7/21/2014	jay	
Last modified:	6/18/2015	lnoyes	
IC actions:	*Date*	*User*	*Action taken*
	7/21/2014	jay	Imported record from SBR catalog spreadsheet

Record status: Verified

Resource Detail: P-36-025597

Identifying information

Primary No.: P-36-025597
Trinomial:
Name: The Lee Dairy
Other IDs:

Type	*Name*
Resource Name	The Lee Dairy

Cross-refs:

Attributes

Resource type: Building
Age: Historic
Information base:
Attribute codes: HP33 (Farm/ranch)
Disclosure: Unrestricted
Collections: No
Accession no(s):
Facility:

General notes

Recording events

Date	*Recorder(s)*	*Affiliation*	*Notes*
5/10/2013	Michael Dice	Michael Brandman Associates	

Associated reports

Location information

County: San Bernardino
USGS quad(s): Corona North
Address:

Address	*City*	*Assessor's parcel no.*	*Zip code*
10084 Eucalyptus Ave	Ontario		91762

PLSS:
UTMs:

Management status

Database record metadata

	Date	*User*
Entered:	7/21/2014	jay
Last modified:	5/8/2017	mgalaz

IC actions:

Date	*User*	*Action taken*
7/21/2014	jay	Imported record from SBR catalog spreadsheet

Record status: Verified

Resource Detail: P-36-026051

Identifying information

Primary No.: P-36-026051
Trinomial:
Name: Devers-San Bernardino 220kV; SCE Hayfield-Chino 220kV Transmission Line
Other IDs:

Type	*Name*
Resource Name	Devers-San Bernardino 220kV
Other	P-33-015035
Resource Name	SCE Hayfield-Chino 220kV Transmission Line
Other	Julian Hinds-Mirage 220kV, Devers-Mirage 220 kV, Devers-San Bernardino No. 1 220kV
Other	Mira Loma-Vista 220 kV, and Chino Mira Loma No. 3 220 kV Transmission Lines
Voided	36-027693

Cross-refs: Subsumes 36-027693

Attributes

Resource type: Structure
Age: Historic
Information base: Survey, Other
Attribute codes: HP11 (Engineering structure)
Disclosure: Not for publication
Collections: No
Accession no(s):
Facility:

General notes

Recording events

Date	*Recorder(s)*	*Affiliation*	*Notes*
2/28/2012	Davidson, et al.	LSA Associates, Inc.	
9/1/2013	Wendy Tinsley/Steven Treffers	Urbana Preservation/SWCA	Update
7/25/2018	Robert Cunningham	ECORP	Update
8/29/2014	Daniel Ballester	CRM Tech	Update. Original record for 36-027696 (voided)
2/7/2019	Riordan Goodwin	LSA	Update

Associated reports

Report No.	*Year*	*Title*	*Affiliation*
SB-07946	2014	Archival Research and Evaluation Results of 33 Cultural Resources for Southern California Edison Company's West of Devers Upgrade Project, Riverside and San Bernardino Counties, California	Southern California Edison
SB-07955	2013	Cultural Resources Assessment and Class III Invetory Volume I. West of Devers Project San Bernadino and Riverside Counties, California	LSA Associates, Inc.

Location information

County: San Bernardino
USGS quad(s): Fontana, Guasti, Ontario, Prado Dam, Redlands, San Bernardino South
Address:
PLSS:
UTMs:

Management status

Resource Detail: P-36-026051

Database record metadata

	Date	User	
Entered:	7/21/2014	jay	
Last modified:	7/11/2019	mgalaz	
IC actions:	*Date*	*User*	*Action taken*
	7/21/2014	jay	Imported record from SBR catalog spreadsheet
	7/22/2015	agarcia	Database updated.
	4/25/2016	mgalaz	Updated
	2/22/2019	mgalaz	Updated
Record status:	Verified		

Resource Detail: P-36-033020

Identifying information

Primary No.: P-36-033020
Trinomial:
Name: Merrill Commerce Center Iso-1
Other IDs:

Type	*Name*
Resource Name	Merrill Commerce Center Iso-1

Cross-refs:

Attributes

Resource type: Other
Age: Prehistoric
Information base: Survey
Attribute codes: AP02 (Lithic scatter)
Disclosure: Not for publication
Collections: No
Accession no(s):
Facility:

General notes

Recording events

Date	*Recorder(s)*	*Affiliation*	*Notes*
3/5/2019	Jennifer Stropes	BFSA	

Associated reports

Location information

County: San Bernardino
USGS quad(s): Corona North
Address:

Address	*City*	*Assessor's parcel no.*	*Zip code*
	Ontario	021-826-134	91762

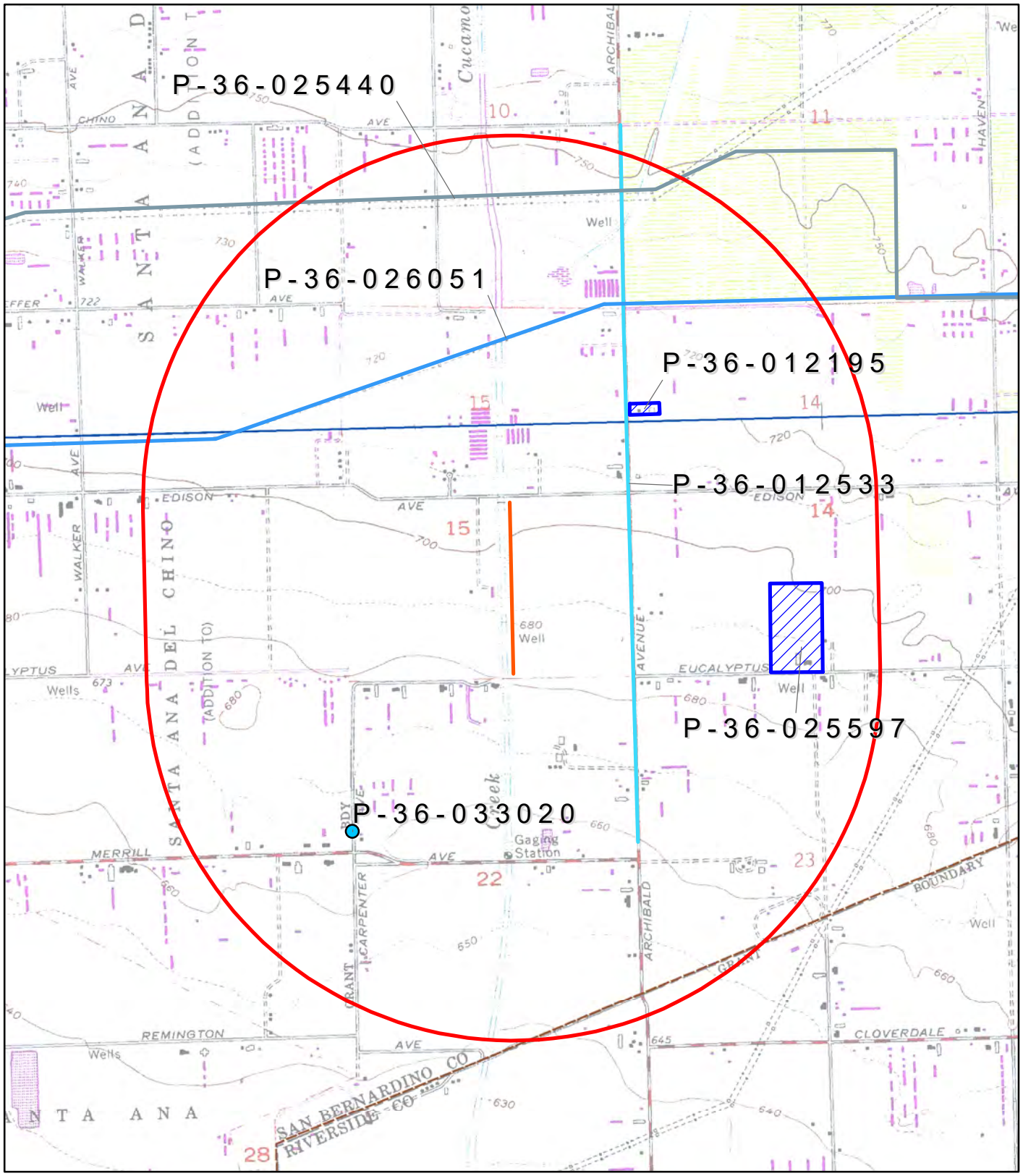
PLSS:
UTMs:

Management status

Database record metadata

	Date	*User*
Entered:	4/18/2019	mgalaz
Last modified:	4/26/2019	mgalaz

IC actions:
Record status: Verified



Resources within project area: None
6 resources within 1-mile radius

Corona North, CA
Guasti, CA
USGS 7.5' PR:1981
1:24,000
SCCIC #22578
JUL 2021

South Central Coastal Information Center

May depict confidential cultural resource locations. Do not distribute.

8/06

State of California--The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

PRIMARY RECORD

Primary # 36-012533
HRI #
Trinomial
NRHP Status Code
Other Listings
Review Code Reviewer Date

Page 1 of 3 *Resource Name or # (Assigned by recorder)

P1. Other Identifier:

*P2. Location: √ Not for Publication ___ Unrestricted *a. County San Bernardino

and (P2b and P2c or P2d. Attach a Location Map as necessary.)

*b. USGS 7.5' Quad Guasti and Corona North, CA Date 1981
T2S; R7W; Sec 10, 11, 14, 15, 22, and 23; S.B. B.M.
Elevation: Approximately 660-750 feet above mean sea level

c. Address N/A City Ontario Zip 91716

d. UTM: (Give more than one for large and/or linear resources) Zone 11 ; 445251 mE/ 3760227 mN to 445291 mE/ 3763415 mN
UTM Derivation: √ USGS Quad ___ GPS

e. Other Locational Data: (e.g., parcel #, directions to resource, etc., as appropriate) The site is located underneath Archibald Avenue. The southern end is 250 feet north the intersection of Merrill Avenue and Archibald Avenue, and the northern end is at the intersection of Chino Avenue and Archibald Avenue.

*P3a. Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries) The site consists of a layer of historic-era building debris and refuse items lain down as an engineered road bed. The site is underneath the current alignment of Archibald Avenue. The exact size of the site is unknown as the east-west dimensions were not explored.

*P3b. Resource Attributes: (List attributes and codes) AH 7. Roads/trails/railroad grades

*P4. Resources Present: ___ Building ___ Structure ___ Object √ Site ___ District ___ Element of District ___ Isolate ___ Other

P5a. Photograph or Drawing (Photograph required for buildings, structures, and objects.)



P5b. Description of Photo: (view, date, accession #) Profile view of roadbed, facing east; January 7, 2006

*P6. Date Constructed/Age and Sources: √ Historic ___ Prehistoric ___ Both

*P7. Owner and Address: City of Ontario

P8. Recorded by: (Name, affiliation, and address) Robert Porter and William Jenson, CRM TECH, 4472 Orange Street, Riverside, CA 92501

*P9. Date Recorded: August and September 2005

*P10. Survey Type: Monitoring of trenching operations

*P11. Report Citation: (Cite survey report and other sources, or enter "none.") Michael Hogan and Bai "Tom" Tang (2006): On-Call Archaeological Monitoring Services, Eastern Trunk Sewer/Kimball Interceptor Sewer, Cities of Ontario and Chino, San Bernardino County, California. Letter report on file, Archeological Information Center, San Bernardino County Museum, Redlands.

*Attachments: ___ None √ Location Map ___ Sketch Map ___ Continuation Sheet ___ Building, Structure, and Object Record √ Archaeological Record ___ District Record ___ Linear Resource Record ___ Milling Station Record ___ Rock Art Record ___ Artifact Record ___ Photograph Record ___ Other (List):

DPR 523A (1/95) *Required information

State of California--The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
Primary # 36-012533
Trinomial

ARCHAEOLOGICAL SITE RECORD

*Resource Name or # (Assigned by recorder)

A1. **Dimensions:** a. Length Approximately 10,250 feet (N-S) b. Width ? (E-W)
Method of Measurement: Paced Taped Visual estimate Other: Engineer's Map
Method of Determination (Check any that apply.): Artifacts √ Features Soil Vegetation
Topography Cut bank Animal burrow Excavation Property boundary √ Other (Explain): Trenching
Reliability of Determination: High Medium √ Low Explain: The site was found during north-south trenching; the eastern and western boundaries are unknown.
Limitations (Check any that apply): Restricted access √ Paved/built over √ Site limits incompletely defined
Disturbances Vegetation √ Other (Explain): Partially destroyed in trenching

A2. **Depth:** Various None Unknown Method of Determination:

*A3. **Human Remains:** Present √ Absent Possible Unknown (Explain):

*A4. **Features:** (Number, briefly describe, indicate size, list associated cultural constituents, and show location of each feature on sketch map.) The site consists of an engineered roadbed with crushed bricks, milkglass, ceramics (earthenware and whiteware), and other building materials and trash items. The deposit is relatively uniform in thickness along the length of the site.

*A5. **Cultural Constituents:** (Describe and quantify artifacts, ecofacts, cultural residues, etc., not associated with features.) None

*A6. **Were Specimens Collected?** No √ Yes (If yes, attach Artifact Record or catalog and identify where specimens are curated.)

*A7. **Site Condition:** Good Fair √ Poor (Describe disturbances.): Partially destroyed as part of trenching activities

*A8. **Nearest Water** (Type, distance, and direction.): Cucamonga Creek, approximately 750 feet to the west

*A9. **Elevation:** Approximately 660-750 feet above mean sea level

A10. **Environmental Setting:** (Describe vegetation, fauna, soils, geology, landform, slope, aspect, exposure, etc.): The site is located beneath a paved road in a relatively level floodplain. Soils below and around the site consists of alluvium.

A11. **Historical Information:**

*A12. **Age:** Prehistoric Protohistoric 1542-1769 1769-1848 1848-1880 1880-1914 √ 1914-1945
Post 1945 Undetermined **Describe position in regional prehistoric chronology or factual historic dates if known:**

A13. **Interpretations:** (Discuss scientific, interpretive, ethnic, and other values of site, if known) The artifacts that compose the roadbed fill reportedly came from buildings destroyed or damaged in the March 10, 1933, Long Beach earthquake, but no definitive historical documentation has been found to substantiate that claim.

A14. **Remarks:** The site does not appear eligible for listing in the NRHP or CRHR due to the lack of potential for important archaeological data.

A15. **References:** (Documents, informants, maps, and other references.): See Item P11 on p. 1.

A16. **Photographs:** (List subjects, direction of view, and accession numbers or attach a Photograph Record.):
Original Media/Negatives Kept at: CRM TECH, 4472 Orange Street, Riverside, CA 92501

*A17. **Form Prepared by:** Nicholas F. Hearth **Date:** August, 14 2006
Affiliation and Address: CRM TECH, 4472 Orange Street, Riverside, CA 92501

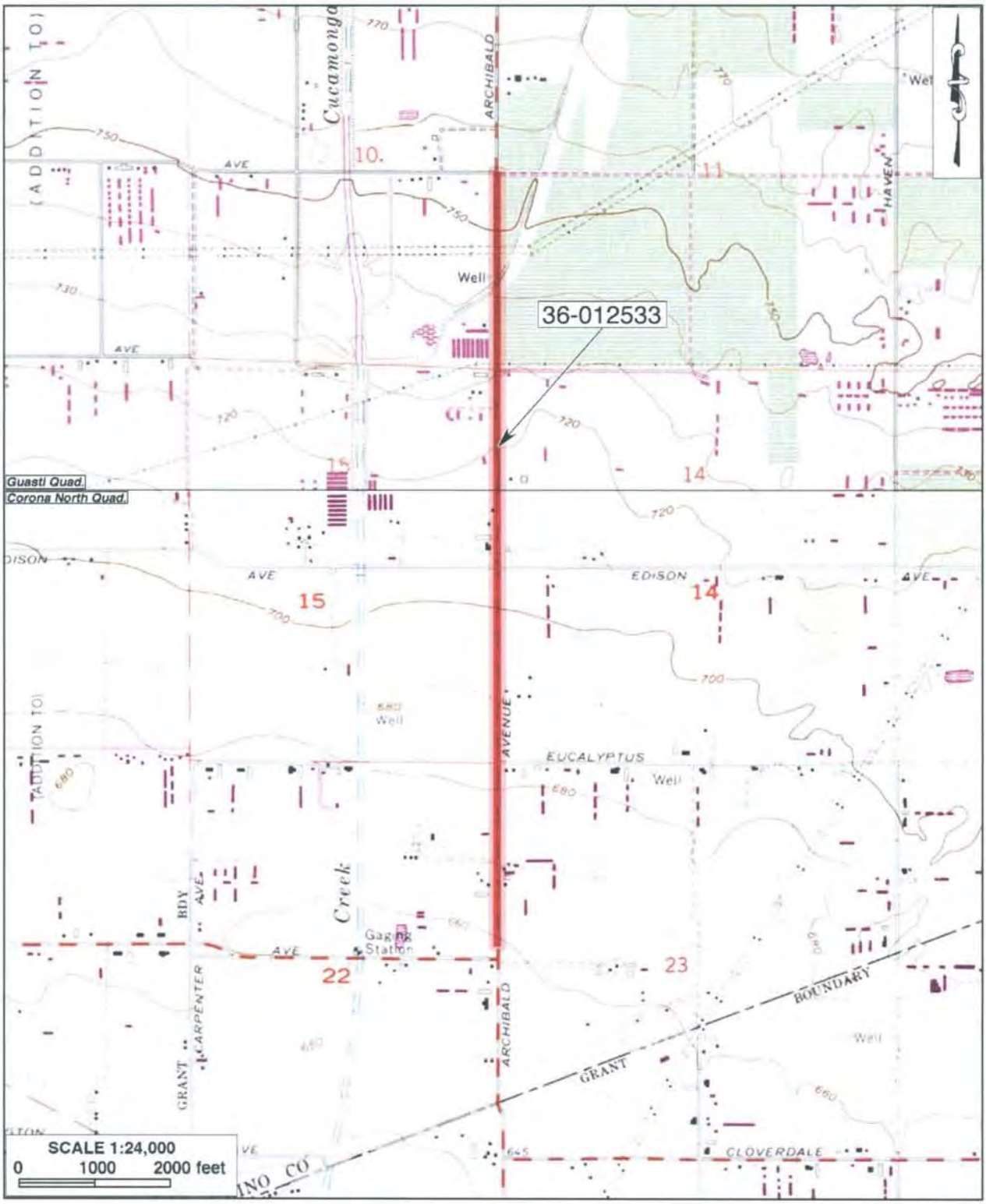
State of California--The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

LOCATION MAP

Primary # 36-012533
HRI #
Trinomial

Page 3 of 3 *Resource Name or # (Assigned by recorder)

*Map Name: Guasti and Corona North *Scale: 1:24,000 *Date of Map: 1981



DPR 523K (1/95)

*Required information

ATTACHMENT B

PALEONTOLOGICAL RESOURCES RECORDS SEARCH (SBCM)

2024 Orange Tree Lane, Redlands, California 92374 | Phone: 909.798.8608
www.SBCounty.gov

SAN BERNARDINO COUNTY

Museum
Division of Earth Science

Scott Kottkamp
Curator of Earth Science

6 May, 2022

VCS Environmental
Attn: Patrick O. Maxon
30900 Rancho Viejo Road, Suite 100
San Juan Capistrano, CA 92675

PALEONTOLOGY RECORDS REVIEW for proposed site of Parkside SP Project, San Bernardino County, California

Dear Mr. Carson,

The Division of Earth Science of the San Bernardino County Museum (SBCM) has completed a records search for the above-named project in Riverside County, California. The proposed project site (Parkside SP) is in the City of Ontario, California as shown on the United States Geological Survey (USGS) 7.5 minute Corona North, California quadrangle.

Geologic mapping of that region done by Morton et al. (2002) indicates almost the entire project area is located atop recent alluvial fan surficial deposits of late Pleistocene and Holocene age (Qyf). Older maps, and those of adjacent areas, call this “younger Quaternary alluvium” (Qa; e.g., Dibblee and Ehrenspeck, 2001), whereas Morton et al. (2002) distinguishes between the alluvial sediment originating from mountainous alluvial fans and that deposited by the Santa Ana River and its tributaries. These sediments are mostly unconsolidated and grey-colored arkosic sands, and are potentially fossiliferous. One small area in the center-north of the project area, around the canal, is covered with unconsolidated, moderately well sorted, fine-to-medium grain eolian sand deposits of Holocene to late Pleistocene age instead (Qye). This small patch represents the southern tip of a much larger expanse of Qye to the east and northeast. Qye is unlikely to be fossiliferous, but units underlying it may be.

BOARD OF SUPERVISORS
Col. Paul Cook (Ret.) First District | Janice Rutherford Second District | Dawn Rowe Vice Chair, Third District | Curt Hagman Chairman, Fourth District | Joe Baca, Jr. Fifth District
Leonard X. Hernandez Chief Executive Officer

Though not exposed at the surface of the project site, older Pleistocene age alluvium (Qoa) directly underlies younger surficial alluvium throughout the Inland Empire region (Dibblee and Ehrenspeck, 2001; Morton et al., 2002, 2003). Reynolds and Reynolds (1991) found that Pleistocene sediments in northwestern Riverside County generally lie about 5 – 15 feet below recent Holocene surface sediments. However, the depth of the recent sediments can be highly variable, ranging from a thin veneer of soil to greater than 24 feet deep. Qoa is highly variable in color and composition, varying from weakly indurated reddish-brown sand, to gray-green silt, to clay with gravel lenses, etc. Examples of nearby surface exposures include early Pleistocene alluvial fan deposits stretching from Chino Airport up to the Puente Hills and fluvial sediments along the Santa Ana River (Morton et al., 2002). Such older alluvial deposits have been found to be highly fossiliferous in the local area, yielding the remains of mastodons, mammoths, *Smilodon*, camels, horses, bison, and ground sloths, as well as microfossils including rodents.

For this review, I conducted a search of the Regional Paleontological Locality Inventory (RPLI) at the SBCM. The results of this search indicate that no paleontological resources have been discovered within the proposed project site. The nearest fossil localities, SBCM 5.5.48 – 5.5.54, are approximately 1.8 miles southeast of the proposed project site. Early Holocene age subfossil specimens were found at 5.5.48 in Qyf of the same sort as at the project site. Radiocarbon dating revealed the specimens to range between 10500 ± 100 and 9750 ± 50 years old. Subfossil taxa recovered from 5.5.48 include: *Gyraulus parvus*, *Fossaria blumnoides*, *Fossaria* cf. *humilis*, *Fossaria modicella*, *Fossaria* sp., *Physella concolor*, *Physella* sp., Succineidae, Teleostei, Serpentes, Anatidae, *Scapanus latimanus*, *Sylvilagus* sp., *Thomomys* sp., Arvicolinae, cf. *Microtus* sp., *Equus* sp., and *Bison* sp. Localities 5.5.49 – 5.5.54 occurred at the same site as 5.5.48, albeit at depths of 4.9 – 8.2 feet below the surface in Pleistocene age Qoa underlying the younger alluvium of 5.5.48. The fossiliferous older alluvium at these sites was a grey silt with an olive tinge. The following fossils were found at sites 5.5.49 – 5.5.54: recrystalized *Fossaria blumnoides* and Succineidae shells; *Megalonyx* sp.; cf. *Microtus* sp.; *Equus* sp.; *Bison* sp.; and unidentifiable bone fragments of small and large mammals. All mammalian fossils were permineralized bone and enamel.

The next closest major fossil localities, SBCM 5.1.23 – 5.1.27, are 2 miles northeast of the project site. Lightly permineralized bones of *Bison* sp., *Camelops* sp., *Mammut americanum*, and other indeterminate large mammals were recovered from Qoa underlying Qye and Qa during construction grading. The contact between Qoa and Qa lay at depths exceeding 6 feet below the surface. Qa composition varied across the site laterally and by depth, ranging from gray poorly sorted sand, to light brownish gray silty fine sand, to a light pale yellow siltstone. Identified fossil elements included a *Bison* cervical vertebra, a *Mammut* rib, and several *Camelops* radii, ulnas, metacarpals, and vertebrae. Fossils were found in highly fragmented states; specimens identified

to genus or species consist of identifiable partial elements surrounded by large numbers of associated fragments. Other taphonomic features include mild to moderate wear on the cortical bone surface, splintering and cracking of longer bone fragments, and the loss or erosion of cancellous bone in some specimens. Marrow cavities tend to be packed with unconsolidated sediment, regardless of the retention or erosion of the cancellous bone.

The RPLI records several other paleontological sites located in the same Pleistocene-age older alluvium within a 5 mile radius of the project site. SBCM 5.5.55 – 5.5.58 are approximately 2.3 miles south of the project site. Permineralized *Bison* sp., Camelidae, and indeterminate mammal bones were discovered at these sites, within fluvial green-brown clayey sand and silty clay unearthed during construction grading. These stratigraphic units are part of the Qoa underlying the proposed project site, and contacted the younger alluvium and topsoil as little as 6 feet below the surface. SBCM 5.1.12, located approximately 3.3 miles southwest of the project site, contained indeterminate large and small permineralized mammal bones found 6.5 – 8 ft. below the surface in late Pleistocene-age alluvium. The fossiliferous units were comprised of the same green-brown silty clay and clayey sand as SBCM 5.5.48 – 5.5.54. Finally, SBCM 5.1.8, 4 miles northeast of the project site, was discovered in Qoa underlying Oye during the excavation of a borrow pit for the Cal Trans I-15 project. This sediment in this pit has since been partially replaced with artificial fill (Qaf). Premineralized *Mammuthus columbi* bones were collected from the southwest corner of the borrow pit at a depth of approximately six feet, after being uncovered by an equipment operator.

This records search covers only the paleontological records of the San Bernardino County Museum. It is not intended to be a thorough paleontological survey of the proposed project area covering other institutional records, a literature survey, or any potential on-site survey.

Please do not hesitate to contact us with any further questions that you may have.

Sincerely,

Scott Kottkamp

Scott Kottkamp, Curator of Earth Science
Division of Earth Science
San Bernardino County Museum

Literature Cited

Dibblee, T.W., and Ehrenspeck, H.E. 2001. Geologic map of Yorba Linda and Prado Dam quadrangles (eastern Puente Hills), Los Angeles, Orange, San Bernardino and Riverside Counties, California. Dibblee Geological Foundation. Dibblee Foundation Map DF-75. Scale 1:24,000. Available at: https://ngmdb.usgs.gov/Prodesc/proddesc_71710.htm (accessed 20 April 2022).

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CONFIDENTIAL ATTACHMENT C

NATIVE AMERICAN HERITAGE COMMISSION (NAHC)/ TRIBAL SCOPING

Local Government Tribal Consultation List Request

Native American Heritage Commission
1550 Harbor Blvd, Suite 100
West Sacramento, CA 95691
916-373-3710
916-373-5471 – Fax
nahc@nahc.ca.gov

Type of List Requested

☐ **CEQA Tribal Consultation List (AB 52)** – ***Per Public Resources Code § 21080.3.1, subs. (b), (d), (e) and 21080.3.2***

■ **General Plan (SB 18)** - ***Per Government Code § 65352.3.***

Local Action Type:

☐ **General Plan** ☐ **General Plan Element** ☐ **General Plan Amendment**

☐ **Specific Plan** ☑ **Specific Plan Amendment** ☐ **Pre-planning Outreach Activity**

Required Information

Project Title: Parkside Specific Plan Amendment

Local Government/Lead Agency: City of Ontario

Contact Person: Diane Ayala

Street Address: 303 East B Street

City: Ontario **Zip:** 91764

Phone: (909)395-2428 **Fax:**

Email: dayala@ontarioca.gov

Specific Area Subject to Proposed Action

County: San Bernardino **City/Community:** Ontario

Project Description:

An Amendment to the Parkside Specific Plan (approved in 2006 and amended in 2020) to increase the number of residential units from 1,947 to 2,846 and decrease the acreage of commercial and open space/parkland from 65.55 to 43.77 acres of land on approximately 250 acres of land bound by Archibald Avenue to the east, Carpenter Avenue to the west, Eucalyptus Avenue to the south and Ontario Ranch Road to the north.

Additional Request

☐ **Sacred Lands File Search** - ***Required Information:***

USGS Quadrangle Name(s):

Township: **Range:** **Section(s):**

March 9, 2022

Gabrieleno Band of Mission Indians - Kizh Nation
Andrew Salas, Chairperson
P.O. Box 693
San Gabriel, CA 91778

RE: SB 18- Request for Consultation- Parkside Specific Plan Amendment

Dear Andrew Salas:

In effort to preserve and protect California Native American traditional tribal cultural places, the City of Ontario invites you to consult on the proposed Specific Plan Amendment, pursuant to Government Code 65352.3. The City of Ontario recognizes that the proposed project may have impacts to potential cultural resources and encourages tribal participation. It is important for the City and the Gabrieleno Band of Mission Indians - Kizh Nation to collaborate efforts in order to preserve cultural resources through the local planning process.

The project and contact information are provided below:

Project Name/ File No.: Parkside Plaza Specific Plan Amendment (File No. PSPA21-006)

Project Location: The Project site is located in the southern portion of the City of Ontario, within San Bernardino County, California. The City of Ontario is located north of the Cities of Chino and Eastvale, south of the Cities of Upland and Rancho Cucamonga, west of the City of Jurupa Valley, and east of the Cities of Chino and Montclair. The Project site is located approximately 6.8 miles east of State Route 71 (CA-71); 2.8 miles south of Interstate 10 (I-10); 5.8 miles west of Interstate 15 (I-15); and 1 mile north of State Route 60 (CA-60) and within the influence areas of Ontario International Airport and Chino Airport. At the local scale, the Project site is comprised of 250.9 gross acres of land bound by Carpenter Avenue to the west, Archibald Avenue to the east, Eucalyptus Avenue to the south, and Ontario Ranch Road to the north. The attached exhibits depict the regional location of the site (Exhibit 1-1); project vicinity (Exhibit 1-2); aerial of the project site and surrounding area (Exhibit 1-2); existing specific plan land use (Exhibit 1-3); and proposed specific plan land use (Exhibit 1-4).

Project Description: An amendment to the Parkside Specific Plan to: 1) increase the residential unit capacity from 1,947 to 2,846 dwelling units by modifying density ranges in all planning areas; 2) adjust

planning area no. 19 boundary by decreasing gross acreage from 15.66 to 2.77 and revise land use from commercial to commercial and residential mixed-use; 3) adjust planning area nos. 18 and 19 boundaries by increasing gross acreage of residential land use from 11.61 to 32.75; 4) introduce new product and update design guidelines; and 5) eliminate the planning area nos. 22, 24, and 25.

Background: The Parkside Specific Plan (File No.PSP03-002) and Environmental Impact Report (SCH#2004011008) were approved and certified by the Ontario City Council on September 5, 2006. An amendment to the Parkside Specific Plan was approved in June 2020. A request to amend the Parkside Specific Plan (File No. PSPA21-006) was received in December 2021 and is currently under review. City staff anticipates that an Addendum to a previously prepared Environmental Impact Report will be prepared for the application and includes the following mitigation measures/conditions. At the request of The Gabrieleno Band of Missions Indians – Kizh Nation, the Applicant shall contact Andrew Salas, Chairperson at (http://www.gabrielenoindians.org/), prior to grading activities and the project shall be subject to following conditions:

(a) The project developer shall retain a Native American Monitor of Gabrieleño Ancestry to conduct a Native American Indian Sensitivity Training for construction personnel prior to commencement of any excavation activities. The training session shall include a handout and focus on how to identify Native American resources encountered during earthmoving activities and the procedures followed if resources are discovered, the duties of the Native American Monitor of Gabrieleño Ancestry and the general steps the Monitor would follow in conducting a salvage investigation.

(b) The project developer shall retain a Native American Monitor of Gabrieleño Ancestry to be on-site during all project-related, ground-disturbing construction activities (e.g., pavement removal, auguring, boring, grading, excavation, potholing, trenching, and grubbing) of previously undisturbed native soils to a maximum depth of 30 feet below ground surface. At their discretion, a Native American Monitor of Gabrieleño Ancestry can be present during the removal of dairy manure to native soil, but not at the developers' expense.

(c) A qualified archaeologist and a Native American Monitor of Gabrieleño Ancestry shall evaluate all archaeological resources unearthed by project construction activities. If the resources are Native American in origin, the Tribe shall coordinate with the developer regarding treatment and curation of these resources. Typically, the Tribe will request reburial or preservation for educational purposes. If archeological features are discovered, the archeologist shall report such findings to the Ontario Planning Director. If the archeological resources are found to be significant, the archeologist shall determine the appropriate actions, in cooperation with the City that shall be taken for exploration and/or salvage in compliance with CEQA Guidelines Section 15064.5(f).

(d) Prior to the start of ground disturbing activities, the developer shall arrange a designated site location within the footprint of the project for the respectful reburial of Tribal human remains and/or ceremonial objects. All human skeletal material discoveries shall be reported immediately to the County Coroner. The Native American Monitor shall immediately divert work a minimum of 50 feet from the discovery site and place an exclusion zone around the burial. The Native American Monitor shall notify the construction manager who shall contact the San Bernardino County Coroner. All construction activity shall be diverted while the San Bernardino County Coroner determines if the remains are Native American. The discovery shall be confidential and secure to prevent further disturbance. If Native

American, the San Bernardino County Coroner shall notify the Native American Heritage Commission (NAHC) as mandated by state law who will then appoint a Most Likely Descendent. In the case where discovered human remains cannot be documented and recovered on the same day, the remains shall be covered with muslin cloth and a steel plate that can be moved by heavy equipment placed over the excavation opening to protect the remains. If this type of steel plate is not available, a 24-hour guard shall be posted outside working hours. The Tribe shall make every effort to recommend diverting the project and keep the remains in situ and protected. If the project cannot be diverted, it may be determined that burials will be removed. If data recovery is approved by the Tribe, documentation shall be taken, which includes at a minimum detailed descriptive notes and sketches. Additional types of documentation shall be approved by the Tribe for data recovery purposes. Cremations will either be removed in bulk or means necessary to ensure complete recovery of all material. If the discovery of human remains includes four (4) or more burials, the location is considered a cemetery and a separate treatment plan shall be created. The project developer shall consult with the Tribe regarding avoidance of all cemetery sites. Once complete, a final report of all activities shall be submitted to the NAHC.

(e) No scientific study or the utilization of any invasive diagnostics shall be allowed to any Native American human remains.

(f) If the San Bernardino County Coroner determines the remains represent a historic non-Native American burial, the burial shall be treated in the same manner of respect with agreement of the San Bernardino County Coroner. Reburial will be in an appropriate setting. If the San Bernardino County Coroner determines the remains to be modern, the San Bernardino County Coroner shall take custody of the remains.

(g) Each occurrence of human remains and associated funerary objects shall be stored using opaque cloth bags. All human remains, funerary objects, sacred objects and objects of cultural patrimony shall be removed to a secure container on site if possible. These items shall be retained and reburied within six months of recovery. The site of reburial/repatriation shall be on the project site, but at a location agreed upon between the Tribe and the developer and protected in perpetuity. There shall be no publicity regarding any cultural materials recovered.

Lead Agency Contact: Diane Ayala, Senior Planner, City of Ontario, 303 East "B" Street, Ontario, California 91764.

In accordance with Government Code section 65352.3 (a)(2), please respond to this request for consultation within 90 days following receipt of this notification. Should you have any questions regarding this matter, or require additional information or further clarification, please feel free to contact me by telephone at (909)-395-2428 or by email at dayala@ontarioca.gov. Thank you, in advance for your timely attention to this matter.

Respectfully,

Diane Ayala
Senior Planner

Parkside



Legend

- Specific Plan Site
- County Boundaries
- City Boundaries

Exhibit 1-2: Vicinity Map

Parkside

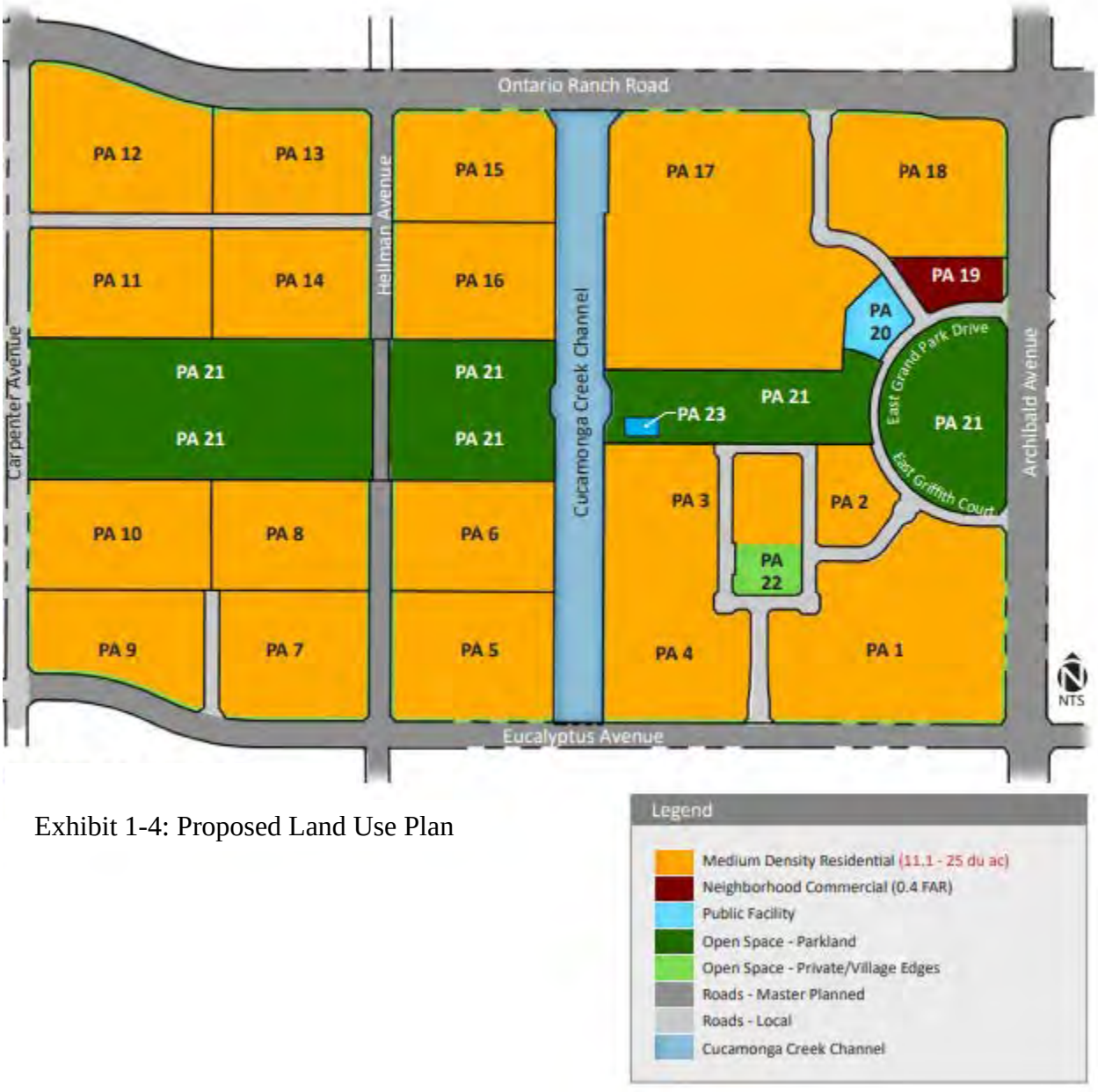


Exhibit 1-4: Proposed Land Use Plan

GABRIELENO BAND OF MISSION INDIANS – KIZH NATION - PROPOSED TCR MITIGATION MEASURES

TCR-1: Retain a Native American Monitor Prior to Commencement of Ground-Disturbing Activities

A. The project applicant/lead agency shall retain a Native American Monitor from or approved by the Gabrieleño Band of Mission Indians – Kizh Nation. The monitor shall be retained prior to the commencement of any "ground-disturbing activity" for the subject project at all project locations (i.e., both on-site and any off-site locations that are included in the project description/definition and/or required in connection with the project, such as public improvement work). "Ground-disturbing activity" shall include, but is not limited to, demolition, pavement removal, potholing, auguring, grubbing, tree removal, boring, grading, excavation, drilling, and trenching.
B. A copy of the executed monitoring agreement shall be submitted to the lead agency prior to the earlier of the commencement of any ground-disturbing activity, or the issuance of any permit necessary to commence a ground-disturbing activity.
C. The monitor will complete daily monitoring logs that will provide descriptions of the relevant ground-disturbing activities, the type of construction activities performed, locations of ground-disturbing activities, soil types, cultural-related materials, and any other facts, conditions, materials, or discoveries of significance to the Tribe. Monitor logs will identify and describe any discovered TCRs, including but not limited to, Native American cultural and historical artifacts, remains, places of significance, etc., (collectively, tribal cultural resources, or "TCR"), as well as any discovered Native American (ancestral) human remains and burial goods. Copies of monitor logs will be provided to the project applicant/lead agency upon written request to the Tribe.
D. On-site tribal monitoring shall conclude upon the latter of the following (1) written confirmation to the Kizh from a designated point of contact for the project applicant/lead agency that all ground-disturbing activities and phases that may involve ground-disturbing activities on the project site or in connection with the project are complete; or (2) a determination and written notification by the Kizh to the project applicant/lead agency that no future, planned construction activity and/or development/construction phase at the project site possesses the potential to impact Kizh TCRs.
E. Upon discovery of any TCRs, all construction activities in the immediate vicinity of the discovery shall cease (i.e., not less than the surrounding 50 feet) and shall not resume until the discovered TCR has been fully assessed by the Kizh monitor and/or Kizh archaeologist. The Kizh will recover and retain all discovered TCRs in the form and/or manner the Tribe deems appropriate, in the Tribe's sole discretion, and for any purpose the Tribe deems appropriate, including for educational, cultural and/or historic purposes.

TCR-2: Unanticipated Discovery of Human Remains and Associated Funerary Objects

A. Native American human remains are defined in PRC 5097.98 (d)(1) as an inhumation or cremation, and in any state of decomposition or skeletal completeness. Funerary objects, called associated grave goods in Public Resources Code Section 5097.98, are also to be treated according to this statute.
B. If Native American human remains and/or grave goods discovered or recognized on the project site, then all construction activities shall immediately cease. Health and Safety Code Section 7050.5 dictates that any discoveries of human skeletal material shall be immediately reported to the County Coroner and all ground-disturbing activities shall immediately halt and shall remain halted until the coroner has determined the nature of the remains. If the coroner recognizes the human remains to be those of a Native American or has reason to believe they are Native American, he or she shall contact, by telephone within 24 hours, the Native American Heritage Commission, and Public Resources Code Section 5097.98 shall be followed.
C. Human remains and grave/burial goods shall be treated alike per California Public Resources Code section 5097.98(d)(1) and (2).
D. Construction activities may resume in other parts of the project site at a minimum of 200 feet away from discovered human remains and/or burial goods, if the Kizh determines in its sole discretion that resuming construction activities at that distance is acceptable and provides the project manager express consent of that determination (along with any other mitigation measures the Kizh monitor and/or archaeologist deems necessary). (CEQA Guidelines Section 15064.5(f).)
E. Preservation in place (i.e., avoidance) is the preferred manner of treatment for discovered human remains and/or burial goods. Any historic archaeological material that is not Native American in origin (non-TCR) shall be curated at a public, non-profit institution with a research interest in the materials, such as the Natural History Museum of Los Angeles County or the Fowler Museum, if such an institution agrees to accept the material. If no institution accepts the archaeological material, it shall be offered to a local school or historical society in the area for educational purposes.
F. Any discovery of human remains/burial goods shall be kept confidential to prevent further disturbance.

TCR-3: Procedures for Burials and Funerary Remains:

A. As the Most Likely Descendant ("MLD"), the Koo-nas-gna Burial Policy shall be implemented. To the Tribe, the term "human remains" encompasses more than human bones. In ancient as well as historic times, Tribal Traditions included, but were not limited to, the preparation of the soil for burial, the burial of funerary objects with the deceased, and the ceremonial burning of human remains.
B. If the discovery of human remains includes four or more burials, the discovery location shall be treated as a cemetery and a separate treatment plan shall be created.
C. The prepared soil and cremation soils are to be treated in the same manner as bone fragments that remain intact. Associated funerary objects are objects that, as part of the death rite or ceremony of a culture, are reasonably believed to have been placed with individual human remains either at the time of death or later; other items made exclusively for burial purposes or to contain human remains can also be considered as associated funerary objects. Cremations will either be removed in bulk or by means as necessary to ensure complete recovery of all sacred

materials.

D. In the case where discovered human remains cannot be fully documented and recovered on the same day, the remains will be covered with muslin cloth and a steel plate that can be moved by heavy equipment placed over the excavation opening to protect the remains. If this type of steel plate is not available, a 24-hour guard should be posted outside of working hours. The Tribe will make every effort to recommend diverting the project and keeping the remains in situ and protected. If the project cannot be diverted, it may be determined that burials will be removed.
E. In the event preservation in place is not possible despite good faith efforts by the project applicant/developer and/or landowner, before ground-disturbing activities may resume on the project site, the landowner shall arrange a designated site location within the footprint of the project for the respectful reburial of the human remains and/or ceremonial objects.
F. Each occurrence of human remains and associated funerary objects will be stored using opaque cloth bags. All human remains, funerary objects, sacred objects and objects of cultural patrimony will be removed to a secure container on site if possible. These items should be retained and reburied within six months of recovery. The site of reburial/repatriation shall be on the project site but at a location agreed upon between the Tribe and the landowner at a site to be protected in perpetuity. There shall be no publicity regarding any cultural materials recovered.
G. The Tribe will work closely with the project's qualified archaeologist to ensure that the excavation is treated carefully, ethically and respectfully. If data recovery is approved by the Tribe, documentation shall be prepared and shall include (at a minimum) detailed descriptive notes and sketches. All data recovery data recovery-related forms of documentation shall be approved in advance by the Tribe. If any data recovery is performed, once complete, a final report shall be submitted to the Tribe and the NAHC. The Tribe does NOT authorize any scientific study or the utilization of any invasive and/or destructive diagnostics on human remains.

PLEASE NOTE THE FOLLOWING:

Any/all revisions to the Kizh's proposed TCR mitigations set forth above must be requested in writing, and not more than ten (10) calendar days from the date that we consulted on the subject Project. Requested revisions shall be delivered to the Kizh via email at admin@gabrielenoindians.org, and in a Word document, redline format. Please include as the email subject: "REQUEST FOR MITIGATION REVISIONS," and identify the project name and location/address. If revisions are not requested within 10 calendar days of consultation, the Kizh's proposed mitigations are presumed accepted as proposed (i.e., as set forth above).

Thank you for your anticipated cooperation.

ATTACHMENT D

HISTORIC PROPERTY SURVEY REPORT

Historic Property Survey Report
Proposed Cucamonga Creek Multi-Use Trail
Ontario, CA

Prepared For / Submitted To:
U.S. Army Corps of Engineers - Los Angeles District
915 Wilshire Blvd., Suite 930 Los Angeles, CA 90017

On Behalf Of:
VCS Environmental
30900 Rancho Viejo Road, Suite 100
San Juan Capistrano, CA 92675

Prepared By:
Urbana Preservation & Planning, LLC
7705 El Cajon Boulevard #1
La Mesa, CA 91942
www.urbanapreservation.com

February 2023

EXECUTIVE SUMMARY

This Historic Property Survey Report (HPSR) documents the results of an historic-era built environment survey for the proposed construction of a multi-use trail along Cucamonga Creek in Ontario, California. The survey was completed by Urbana Preservation & Planning, LLC (Urbana) to inform the regulatory review process for the proposed project. This HPSR is organized to summarize, discuss, and evaluate the National Register of Historic Places (NRHP) and California Register of Historical Resources (CRHR) eligibility status of any historic-era built environment improvements observed within the proposed project boundaries, and to analyze the effects and recommended treatment for historic properties within the Area of Potential Effects (APE).

The proposed undertaking by the U.S. Army Corps of Engineers (Corps), Los Angeles District is the rehabilitation and improvement of a multi-use trail along both sides of the Cucamonga Creek Flood Control Channel in the city of Ontario, San Bernardino County, California. On the east and west sides of the channel, the proposed project involves removing and replacing existing asphaltic concrete pavement to rehabilitate an approximately 20-foot-wide multiuse trail and removing and replacing portions of an existing chain link fence adjacent to the channel. The purpose of the project is to provide a multi-use regional recreation trail for the public, as part of creating a comprehensive, non-motorized transportation system in the city of Ontario. The proposed construction project impacts an existing maintenance road immediately adjacent to the Cucamonga Creek Channel, between Edison Avenue (Ontario Ranch Road) on the north and Eucalyptus Avenue on the south. The proposed work will be completed on the banks of the channel, outside of the channel proper, but within the San Bernardino County Flood Control District (SBCFD) right-of-way.

The Corps has determined that the APE for the project occupies approximately 11.79 acres within the Corps area of jurisdiction, which includes Cucamonga Creek and the SBCFCD parcel (APN 0218-231-04). The APE extends from the southeast corner of the intersection of Edison Ave. (Ontario Ranch Road) and Cucamonga Creek and extends south approximately 796 meters (2,612 feet) to the northeast intersection of Eucalyptus Ave. and Cucamonga Creek. The APE includes the channel and the pedestrian bridge across the channel; however, all construction activity will take place along the adjacent access road on both sides and not within the channel or on the bridge. All associated construction work would occur within SBCFCD property on previously disturbed areas.

A cultural resources survey was previously undertaken by VCS Environmental, and a report of this prior survey was completed in July of 2021. VCS did not identify cultural resources within the APE. During an evaluation of the area surrounding the APE, VCS identified one former homestead, determined not to be of modern construction and not eligible for inclusion on the NHRP, and two prehistoric isolates. All were located outside the APE. VCS further noted that the entire APE has been disturbed through natural gullying and erosion, and through agricultural processes to a depth of approximately 1 meter (3 feet). The possibility of buried cultural deposits was therefore considered extremely unlikely.

The Corps initiated consultation on February 14, 2022, with the State Historic Preservation Officer (SHPO) regarding the eastern portion of the multi-use trail project. As a result of the consultation, for the next phase of the trail project, the Corps recommended an evaluation of the Cucamonga Creek channel and the adjacent access road regarding potential eligibility for listing on the National Register of Historic Places (NRHP).

The purpose of the HPSR is to identify whether the Cucamonga Creek channel and the adjacent access road observed within the project APE meet the definition of an historic property pursuant to Section 106 of the National Historic Preservation Act (NHPA) and California Environmental Quality Act (CEQA), and to evaluate

the effects the proposed project may have on those historic properties. Urbana's methodological approach involved three main tasks: desk and field survey of the APE, contextual and property-specific research, and reporting. In advance of the field survey effort, Urbana prepared a desk survey to evaluate the Cucamonga Creek Flood Control Channel and adjacent access road within the APE. Maps delineating the APE, survey boundaries, and demarcating the location of all historic-era improvements observed are included as **Appendix A**. A survey table listing these two improvements in the APE is included as **Appendix B**. Field survey activities were completed in January 2023. All structures and site features within the Direct APE and immediate environs were photographed for further study in this HPSR. Current photos are contained in **Appendix C** and historic photos are contained in **Appendix D**. Historic aerial photos are contained in **Appendix E**.

As a result of the additional effort, Urbana documented and evaluated the Cucamonga Creek channel and the adjacent access road within the APE. Urbana concluded that the Cucamonga Creek channel and the adjacent access road are not eligible for the NRHP, CRHR, or local designation. DPR forms for the Cucamonga Creek channel and the adjacent access road are included in **Appendix F**. A CRHR Status Code of 6Z are assigned to the creek channel and the access road.

Urbana personnel Wendy L. Tinsley Becker, RPH, AICP, Principal; Douglas E. Kupel, Ph.D., RPA, Senior Historian / Archaeologist; and Alexandrea Baker, MCP, Preservation Planner; prepared this HPSR. All Urbana personnel meet *The Secretary of the Interior's Professional Qualifications Standards* in the disciplines of history and architectural history. Ms. Tinsley Becker is additionally registered as Professional Historian (RPH) #612 and is a member of the American Institute of Certified Planners (AICP). Preparer qualifications are included in **Appendix G**.

Based on historic research as part of this HPSR effort, no specific information was identified to support a positive determination of eligibility for the historic-era improvements within the APE. Contextual and property-specific research did not directly associate any of the improvements with important historical events or patterns of events, or with persons who could be considered important in local, regional, state, or national history. The evaluated channel and adjacent road were not found to embody the distinctive characteristics of a period, style, type, or method of construction, nor were they attributed to the work of an expert architect, builder, designer, etc. Further study of the evaluated improvements would not appear to yield information that could be regarded as important in local, regional, state, or national history.

Consequently, none of the improvements evaluated appear to meet the definition of an historic property pursuant to NHPA Section 106.

Urbana concluded that the proposed Cucamonga Creek Multi-Use Trail project would not cause an effect to a historic property. In general terms, construction of the proposed project would involve demolition and replacement of the existing path within the APE; however, the existing path does not appear eligible for listing in the NRHP / CRHR. Consequently, no specific historic property mitigation or treatment is recommended.

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I. INTRODUCTION

This Historic Property Survey Report (HPSR) documents the results of an intensive level historic-era built environment survey of the proposed Cucamonga Creek Multi-Use Trail project area in Ontario, California. The survey was completed by Urbana Preservation & Planning, LLC (Urbana) on behalf VCS Environmental to inform the regulatory review process for the proposed Cucamonga Creek Multi-Use Trail project. Construction of a multi-use trail is proposed along both sides of the Cucamonga Creek Flood Control Channel in the city of Ontario, San Bernardino County, California. On the east and west sides of the channel, the proposed project involves removing and replacing existing asphaltic concrete pavement to rehabilitate an approximately 20-foot-wide multiuse trail, and removing and replacing portions of an existing chain link fence adjacent to the channel. The purpose of the project is to provide a multi-use regional recreation trail for the public, as part of creating a comprehensive, non-motorized transportation system in the city of Ontario. The proposed construction project impacts an existing maintenance road immediately adjacent to the Cucamonga Creek Channel, between Edison Avenue (Ontario Ranch Road) on the north and Eucalyptus Avenue on the south. The APE includes the channel and the pedestrian bridge across the channel; however, all construction activity will take place along the adjacent access road on both sides and not within the channel or on the bridge. The proposed work will be completed outside of the channel proper, but within the San Bernardino County Flood Control District (SBCFD) right-of-way.

Methodological Approach and Report Organization

Jurisdictions involved in the project include the U.S. Army Corps of Engineers (Corps), the County of San Bernardino, and the City of Ontario. Preparation of this HPSR was guided by a definition of the historic properties issued by the National Historic Preservation Act. For the purposes of this HPSR historic properties include buildings, structures, bridges, dams, canals, aqueducts, railroads, ditches and irrigation systems, electric power conveyance facilities, and paved or unpaved roads and highways. The methodological approach entails three main tasks – desk and field survey, research, and reporting.

Desk and Field Survey

In advance of the field survey effort, Urbana prepared a desk survey to identify the Cucamonga Creek channel and adjacent access road in the Cucamonga Creek Multi-Use Trail project area. Desk survey included use of current aerial imagery (obtained from Google Earth Professional), a review of historic aerial imagery ca. 1938-1975 (obtained from the United States Geological Survey Earth Explorer database and Frame Finder at the University of California Santa Barbara), San Bernardino County Assessor's Office Property Information System, and other real estate databases. The year-built data was derived for all observed improvements using these cited sources. The locations of historic-era improvements were overlaid against the proposed Cucamonga Creek Multi-Use Trail project APE to identify what improvements directly intersect with project (Direct APE).

Maps delineating the APE survey boundaries, with locations of the channel and access road depicted, are included as **Appendix A**. The corresponding table of the two improvements is included as **Appendix B**. Field survey activities were completed in January 2023. The project area was photographed for further study in this HPSR. Notes were compiled on the existing conditions, architectural features, and observed modifications for use in inventory forms. Supplemental observation of structures was completed as part of post-processing. Current survey photos of the project area are included in **Appendix C**.

Research

The Prado Basin area is the location of many prior cultural resource studies. These date back to the 1930s when the Historic American Buildings Survey completed documentation of the Yorba-Slaughter Adobe in 1934 and

the Bandini-Cota Adobe in 1936.[1] More recent investigations were associated with the development of Prado Dam in 1941 and associated flood control features. Starting in the 1970s, environmental regulation at the federal level resulted in increased levels of research. One of the most complete studies was the *Phase II Archaeological Studies of Prado Basin and the Lower Santa Ana River* completed in 1985 by Paul Langenwalter and James Brock.[2] This was followed by the 1990 report *Context Evaluation of Historical Sites in the Prado Basin* by Roberta S. Greenwood and John S. Foster.[3]

A cultural resources survey was undertaken by VCS Environmental, and a report of this survey was completed in July of 2021. As a result of the survey, VCS did not identify any cultural resources within the APE. During an evaluation of the area surrounding the APR, VCS identified one former homestead, determined not to be of modern construction and not eligible for inclusion on the NHRP, and two prehistoric isolates. All were located outside the APE. VCS further noted that the entire APE has been disturbed through natural gullying and erosion, and through agricultural processes to a depth of approximately 1 meter (3 feet). The possibility of buried cultural deposits was therefore extremely unlikely.[4]

The Corps initiated consultation on February 14, 2022, with the State Historic Preservation Officer (SHPO) regarding the eastern portion of the multi-use trail project. As a result of the consultation, for the next phase of the trail project, the Corps recommended an evaluation of the Cucamonga Creek Flood Control Channel and the adjacent access road regarding potential eligibility for listing on the National Register of Historic Places (NRHP).

Research resources utilized to inform eligibility evaluations included contextual information and imagery from the Online Archive of California, United States Geological Survey, the BLM Government Land Office online database, digitized copies of historic newspapers, the Robert E. Ellingwood Model Colony History Room at the City of Ontario Public Library, the CLIRWater-California Water Documents Collection at the Claremont Colleges Libraries, the San Bernardino County Flood Control District, and the San Bernardino County Assessor Property Information Management System. Historic photos are contained in **Appendix D** and historic aerial views are contained in **Appendix E**. Historic-era maps played a key role in understanding the history of the area and determining the age of the historic properties. Map types reviewed include historical USGS topographical maps and BLM Government Land Office plat maps for the townships associated with the proposed project area. Lastly, existing cultural resource management reports and context statements were utilized in this study where overlapping themes and survey locations exist. Section IV of this HPSR includes a historical narrative of the proposed project area, brief histories of communities in the vicinity of the proposed project area, and contextual themes identified within the proposed project area. Specific references used in the development of the historical narrative are cited in the endnotes of the report. References for historical information developed for individual property improvements are included in the DPR 523 forms contained within **Appendix F**.

Reporting

This HBER was undertaken to assist federal permitting agencies in complying with NHPA Section 106. The lead federal agency for the Cucamonga Creek Multi-Use Trail project is the Corps. The state lead review agency is the SHPO. The production of this HPSR conforms to the guidelines contained in the National Historic Preservation Act. Prepared by Urbana under contract to VCS Environmental, this report is organized to summarize, discuss, and evaluate the NRHP / CRHR eligibility status of historic properties in the Direct APE for the Cucamonga Creek Multi-Use Trail project, and to analyze the effects and recommended treatment for historic properties / historical resources within the APE.

Urbana personnel Wendy L. Tinsley Becker, RPH, AICP, Principal; Douglas E. Kupel, Ph.D., RPA, Senior Historian / Archaeologist; and Alexandrea Baker, MCP, Preservation Planner; prepared this HBER. Ms. Tinsley Becker meets *The Secretary of the Interior's Professional Qualifications Standards* in the disciplines of history and architectural history. She is registered as Professional Historian (RPH) #612 and is a member of the American Institute of Certified Planners (AICP). Dr. Kupel and Ms. Baker meet *The Secretary of the Interior's Professional Qualifications Standards* in the disciplines of history and architectural history. Resumes for the Urbana team are included in **Appendix G**.

II. PRESERVATION PLANNING REGULATORY FRAMEWORK

National Historic Preservation Act (NHPA) & Historic Properties

The NHPA requires federal agencies to consider the effects of proposed undertakings on historic properties. A historic property is defined as any building, site, district, structure or object that is listed in or eligible for listing in the NRHP. In order for a property to qualify for the NRHP, it must meet one of four criteria for evaluation and retain sufficient integrity to convey its significance. Pursuant to *National Register Bulletin 15,* the quality of significance in American history, architecture, archaeology, engineering, and culture is present in districts, sites, buildings, structures, and objects that possess integrity of location, design, setting, materials, workmanship, feeling, and association, and

A. That are associated with events that have made a significant contribution to the broad patterns of our history; or
B. That are associated with the lives of persons significant in our past; or
C. That embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represents a significant and distinguishable entity whose components lack individual distinction; or
D. That have yielded, or may be likely to yield, information important in prehistory or history.

Two scenarios exist relative to the effects a potential undertaking may have on historic properties: 1) no historic properties are affected, or 2) historic properties are affected. An adverse effect is found when an undertaking may alter, directly or indirectly, any of the characteristics of a historic property that qualify it for inclusion in the NRHP in a manner that would diminish the integrity of the property's location, design, setting, materials, workmanship, feeling, or association. Adverse effects can include the following:

- physical destruction or damage;
- neglect and deterioration;
- alterations inconsistent with the *Secretary of the Interior's Standards for the Treatment of Historic Properties*;
- relocation of the property or change in the character of the property's use or setting;
- introduction of incompatible visual, atmospheric, or audible elements; and
- transfer, lease, or sale of a historic property out of federal control without adequate preservation restrictions.

A finding of no adverse effect may be issued if the effects of proposed undertaking do not meet the examples pursuant to 36 CFR Part 800.5(a)(1, 2), or if the undertaking is modified or imposed in order to avoid adverse effects.

Integrity and the NRHP

Integrity is defined as the ability of a property to physically convey its identified significance or historic theme with which it is associated. After a positive eligibility status has been determined, a property's integrity is reviewed pursuant to National Register Bulletin 15 to determine whether the property physically conveys its significance. According to National Register Bulletin 15 to retain historic integrity a property will always possess several, and usually most, of the seven aspects of integrity described herein. **Location** is the place where the historic property was constructed or the place where the historic event occurred. **Design** is the combination of elements that create the form, plan, space, structure, and style of a property. **Setting** is the physical environment of a historic property. **Materials** are the physical elements that were combined or deposited during a particular period and in a particular pattern or configuration to form a historic property. **Workmanship** is the physical evidence of the crafts of a particular culture or people during any given period in history or prehistory. **Feeling** is a property's expression of the aesthetic or historic sense of a particular period of time. **Association** is the direct link between an important historic event or person and a historic property.

California Environmental Quality Act (CEQA) & Historical Resources

Pursuant to the CEQA PRC § 21084.1, any project that may cause a substantial adverse change in the significance of an historical resource is a project that may have a significant effect on the environment. PRC § 5020.1(q) defines a "substantial adverse change" as demolition, destruction, relocation, or alteration such that the significance of the historical resource would be materially impaired.

Historical resources are defined as "a resource listed or eligible for listing on the California Register of Historical Resources" (CRHR) (Public Resources Code, Section 5024.1; 14 CCR 15064.5). Under CEQA Guidelines Section 15064.5(a), the term "historical resources" includes the following:

- A resource listed in, or determined to be eligible by the State Historical Resources Commission, for listing in the California Register of Historical Resources (Public Resources Code, Section 5024.1).
- A resource included in a local register of historical resources, as defined in Section 5020.1(k) of the Public Resources Code or identified as significant in a historical resource survey meeting the requirements of Section 5024.1(g) of the Public Resources Code, will be presumed to be historically or culturally significant. Public agencies must treat any such resource as significant unless the preponderance of evidence demonstrates that it is not historically or culturally significant.
- Any object, building, structure, site, area, place, record, or manuscript which a lead agency determines to be historically significant or significant in the architectural, engineering, scientific, economic, agricultural, educational, social, political, military, or cultural annals of California may be considered to be a historical resource, provided the lead agency's determination is supported by substantial evidence in light of the whole record. Generally, a resource shall be considered by the lead agency to be "historically significant" if the resource meets the criteria for listing on the California Register of Historical Resources (Public Resources Code Section 5024.1) including the following:
    1. Is associated with events that have made a significant contribution to the broad patterns of California's history and cultural heritage;
    2. Is associated with the lives of persons important in California's past;
    3. Embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of an important creative individual, or possesses high artistic values; or
    4. Has yielded, or may be likely to yield, information important in prehistory or history.
- The fact that a resource is not listed in, or determined to be eligible for listing in the California Register of Historical Resources, not included in a local register of historical resources (pursuant to Section 5020.1(k) of the Public Resources Code), or identified in a historical resources survey (meeting the criteria in Section 5024.1(g) of the Public Resources Code) does not preclude a lead agency from determining that the resource may be an historical resource as defined in Public Resources Code Sections 5020.1(j) or 5024.1.

The California Register includes resources listed in or formally determined eligible for listing in the National Register of Historic Places, as well as some California State Landmarks and Points of Historical Interest. Properties of local significance that have been designated under a local preservation ordinance (local landmarks or landmark districts) or that have been identified in a local historical resources inventory may be eligible for listing in the California Register and are presumed to be significant resources for purposes of CEQA unless a preponderance of evidence indicates otherwise (PRC Section 5024.1, 14 CCR § 4850).

The California Register statute (PRC Section 5024.1) and regulations (14 CCR Section 4850 et seq.) require that at the time a local jurisdiction nominates an historic resources survey for listing in the California Register, the survey must be updated if it is more than five years old. This is to ensure that a nominated survey is as accurate as possible at the time it is listed in the California Register. However, this does not mean that resources identified in a survey that is more than five years old need not be considered "historical resources" for purposes of CEQA. Unless a resource listed in a survey has been demolished, lost substantial integrity, or there is a preponderance of evidence indicating that it

is otherwise not eligible for listing, a lead agency should consider the resource to be potentially eligible for the California Register.[5]

Integrity and the CRHR
Integrity is the authenticity of a historical resource's physical identity evidenced by the survival of characteristics that existed during the resource's period of significance. Historical resources eligible for listing in the CRHR must meet one of the criteria of significance described above and retain enough of their historic character or appearance to be recognizable as historical resources and to convey the reasons for their significance.

Historical resources that have been rehabilitated or restored may be evaluated for listing. Integrity is evaluated about the retention of location, design, setting, materials, workmanship, feeling, and association. It must also be judged with reference to the particular criteria under which a resource is proposed for eligibility. Alterations over time to a resource or historic changes in its use may themselves have historical, cultural, or architectural significance.

It is possible that historical resources may not retain sufficient integrity to meet the criteria for listing in the National Register, but they may still be eligible for listing in the CRHR. A resource that has lost its historic character or appearance may still have sufficient integrity for the CRHR if it maintains the potential to yield significant scientific or historical information or specific data.

City of Ontario

Ontario's Historic Preservation Program seeks to preserve and protect the significant architectural, historical, and cultural resources, which reflect Ontario's unique character and heritage. In 2003, the State of California Office of Historic Preservation designated the City of Ontario a Certified Local Government (CLG). Division 7.01 of the Ontario Municipal Code contains the City's Landmarks, Landmark Districts, Residential Preservation Zones and Significant Properties Ordinance that defines the eligibility criteria for properties to be included on the Ontario Register of Historic Resources. Local landmark designation in Ontario is covered by Section 4.02.040.B.2.

7.01.010: The Ontario Register of Historic Resources
A. Purpose. The purpose of this Section is to establish an official local register, which includes an inventory of buildings, structures, sites, objects, and districts worthy of preservation due to their significance in history, architecture, archeology, engineering, and/or culture within the City.

B. Applicability. The Historic Preservation Subcommittee is hereby empowered to review evaluations of potential historic resources, which have been identified, recorded, and documented through a Historic Resource Survey, against criteria for local landmark and district designations for the purpose of approving or denying inclusion of a potential historic resource to the Ontario Register. The Historic Preservation Subcommittee shall be responsible for maintaining the Ontario Register.

C. Historic Resource Surveys. The City shall conduct, from time to time, a survey to identify properties that have the potential to become eligible historic resources, as well as areas and neighborhoods that, due to the geographic or thematic concentration of potential historic resources, have the potential to be historic districts. These properties, surveyed at the reconnaissance level pursuant to standards established by the California Office of Historic Preservation, are identified but not evaluated for historic significance, and, therefore, are not considered eligible historic structures or eligible historic districts.

D. Eligible Historic Resources. Any property or grouping of properties listed on the Ontario Register prior to September 1, 2003, or after September 1, 2003, surveyed at the intensive level pursuant to standards

established by the California Office of Historic Preservation, and determined to meet the designation criteria for local historic landmarks or local historic districts set forth in Section 4.02.040 (Historic Preservation—Local Historic Landmark and Local District Designations, Historic Resource Tiering, and Architectural Conservation Areas) of this Development Code, shall be determined by the Approving Authority to be an "eligible" historic resource.

E. Historic Resources. Those Improvements, buildings, structures, signs, features, Historic Districts, conservation zones, trees, or other objects of cultural, architectural, or historical significance to the City, State, Region, or the Nation, which have been determined to be eligible for nomination or designation and determined to be appropriate for historic preservation by the Approving Authority.

4.02.040.B.2. Local Landmark Designation. A historic resource may be designated an "historic landmark" by the City if it meets the criteria for listing in the National Register of Historic Places or the California Register of Historic Resources, or it meets one or more of the following criteria:

a. The historic resource exemplifies or reflects special elements of the City's history;
b. The historic resource is identified with persons or events significant in local, state, or national history;
c. The historic resource is representative of the work of a notable builder, designer, architect, or artist;
d. The historic resource embodies distinguishing architectural characteristics of a style, type, period, or method of construction;
e. The historic resource is a noteworthy example of the use of indigenous materials or craftsmanship;
f. The historic resource embodies elements that represent a significant structural, engineering, or architectural achievement or innovation;
g. The historic resource has a unique location, a singular physical characteristic, or is an established and familiar visual feature of a neighborhood, community, or the City;
h. The historic resource is one of the few remaining examples in the City,
i. region, state or nation, possessing distinguishing characteristics of an architectural or historical type or specimen: or
j. The historic resource has yielded, or is likely to yield, information important to the City's history or prehistory.

III. PROPOSED PROJECT DESCRIPTION

The proposed Cucamonga Creek Multi-Use Trail project is in Ontario, California. The approximately 11.79 project area is bounded by Ontario Ranch Road (formerly Edison Ave.) to the north and Eucalyptus Avenue to the south. The Corps has determined that the APE for the project occupies approximately 11.79-acres within the Corps area of jurisdiction, which includes the Cucamonga Creek channel and the adjacent easement. The APE extends from the southeast corner of the intersection of Edison Ave. (Ontario Ranch Road) and the Cucamonga Creek channel and extends south approximately 796 meters (2,612 feet) to the northeast intersection of Eucalyptus Ave. and the Cucamonga Creek channel. The APE includes the channel and the pedestrian bridge across the channel; however, all construction activity will take place along the adjacent access road on both sides and not within the channel or on the bridge. All associated construction work would occur within SBCFCD property on previously disturbed areas.

The proposed project is located on public lands owned by the SBCFCD. The project area is within Assessor's Parcel Number 0218-231-04. The proposed undertaking is the construction of a multi-use trail along Cucamonga Creek in the city of Ontario, San Bernardino County, California.

On the east and west sides of the channel, the proposed project involves removing and replacing existing asphaltic concrete pavement to rehabilitate an approximately 20-foot-wide multiuse trail, and removing and replacing portions of an existing chain link fence adjacent to the channel. The purpose of the project is to provide a multi-use regional recreation trail for the public, as part of creating a comprehensive, non-motorized transportation system in the city of Ontario. The proposed construction project impacts an existing maintenance road immediately adjacent to the Cucamonga Creek Channel, between Edison Avenue (Ontario Ranch Road) on the north and Eucalyptus Avenue on the south. The proposed work will be completed on the banks of the channel, outside of the channel proper, but within the San Bernardino County Flood Control District (SBCFD) right-of-way.

The Corps is requesting permission under Section 14 of the Rivers and Harbors Act of 1899, as amended (33 USC § 408), for alteration of a completed Corps project. As the issuance of a Section 408 permission is considered an undertaking pursuant to 36 CFR 800.16(y), the Los Angeles District of the Corps has determined that the project is subject to Section 106 of the National Historic Preservation Act (NHPA), 54 United States Code [U.S.C.] 306108, and its implementing regulations under 36 CFR Part 800 (Section 106).

This HPSR describes and analyzes a project that would involve:

- removing and replacing existing asphaltic concrete pavement and chain link fence on both sides of the channel; and
- rehabilitating an approximately 20-foot-wide multi-use trail.[6]

In accordance with the NHPA, 54 United States Code [U.S.C.] 306108, and its implementing regulations under 36 CFR Part 800 (Section 106), Urbana conducted survey and assessment of historic properties within the proposed project area and the potential effects on those historic properties.

IV. HISTORICAL OVERVIEW OF THE SURVEY CORRIDOR

The proposed project is in Ontario, California within San Bernardino County. This HPSR section includes a historical overview of the San Bernardino County region, a brief description of the Santa Ana Watershed, Cucamonga Creek, and a history of the communities Cucamonga Creek passes through.

San Bernardino County Region

The project area is in San Bernardino County, the homeland of indigenous Tongva people from about 8,000 years ago to the present. During the period of Spanish colonization, the Tongva were referred to by the Spanish as the Gabrileño and the Fernandeño after the names of the principal European missions in their territory: Mission San Gabriel Arcángel and Mission San Fernando Rey de España. The Tongva remained in their homeland during the Mexican era starting in 1810, but the relationship with Europeans settlers continued to be difficult for native peoples. The mission era ended with secularization in 1834, another traumatic event for the Tongva since they now became landless peoples.[7]

The Treaty of Guadalupe Hidalgo, with Mexico in 1848, ushered the San Bernardino area into its American period. Horticulture and livestock, based primarily on cattle as the currency and staple of the Mexican rancho system, continued to dominate the economy through the first decade of the Gold Rush, which began in 1848. San Bernardino County was organized from parts of Los Angeles and San Diego counties in April 1853. The City of San Bernardino became the county seat in 1854. Throughout the 1860s and 1870s, mining defined San Bernardino County: gold in Holcomb, Bear Valleys, and Lytle Creek; silver in Ivanpah and Calico; and borax in the Searles Dry Lake near Trona. In 1893, Riverside County was created out of parts of San Bernardino and San Diego Counties. Since World War II, many areas in San Bernardino County have experienced a boom in urban growth. Accessibility to the region was made easier by the establishment of an interstate freeway system.

Santa Ana River Watershed

The Santa Ana River Watershed is tri-county drainage basin situated in western Riverside County, southwestern San Bernardino County, and eastern Orange County. The Santa Ana River watershed accepts flows from the San Gabriel, San Bernardino, and San Jacinto Mountains, which form a barrier to moisture transport in winter storms. Each of these three mountain ranges has at least one peak greater than 10,000 feet high. Principal tributaries to the Santa Ana River above Prado Dam (listed clockwise) include San Antonio/Chino Creek, Cucamonga Creek, Lytle Creek, Mill Creek, San Timoteo Creek, and the San Jacinto River, which flows into Temescal Creek. Lytle, Mill, and San Timoteo Creeks converge with the Santa Ana River just above the city of Riverside. Of these, the four major water bodies draining into the Prado Basin above Prado Dam are the Santa Ana River, the longest river in Southern California, Chino Creek, Cucamonga Creek/Mill Creek and Temescal Creek. The effective contributing drainage of the entire river is approximately 2,649 square miles (6864 km^2).[8] See Figure 1 for a depiction of the Santa Ana River Watershed.

The Prado Dam, constructed between 1938 and 1941, is the most significant structure located in the Santa Ana River Watershed. Sited just a few hundred feet north of the banks of the Santa Ana River in Riverside County, the Prado Dam was constructed as a tri- county project to control flooding and preserve ground water. In 1938, the region experienced the most destructive flood Southern California had ever experienced. The Santa Ana River and its tributaries devastated the Prado Basin. Today, the earth-filled dam successfully impounds water from all four major water sources, significantly reducing flood risk, as well as providing water storage for

groundwater recharge operations. To encourage and preserve native vegetation, vast portions of the Prado Basin are inundated periodically. As a result, the Prado Dam has created the largest riparian area in Southern California.[9]

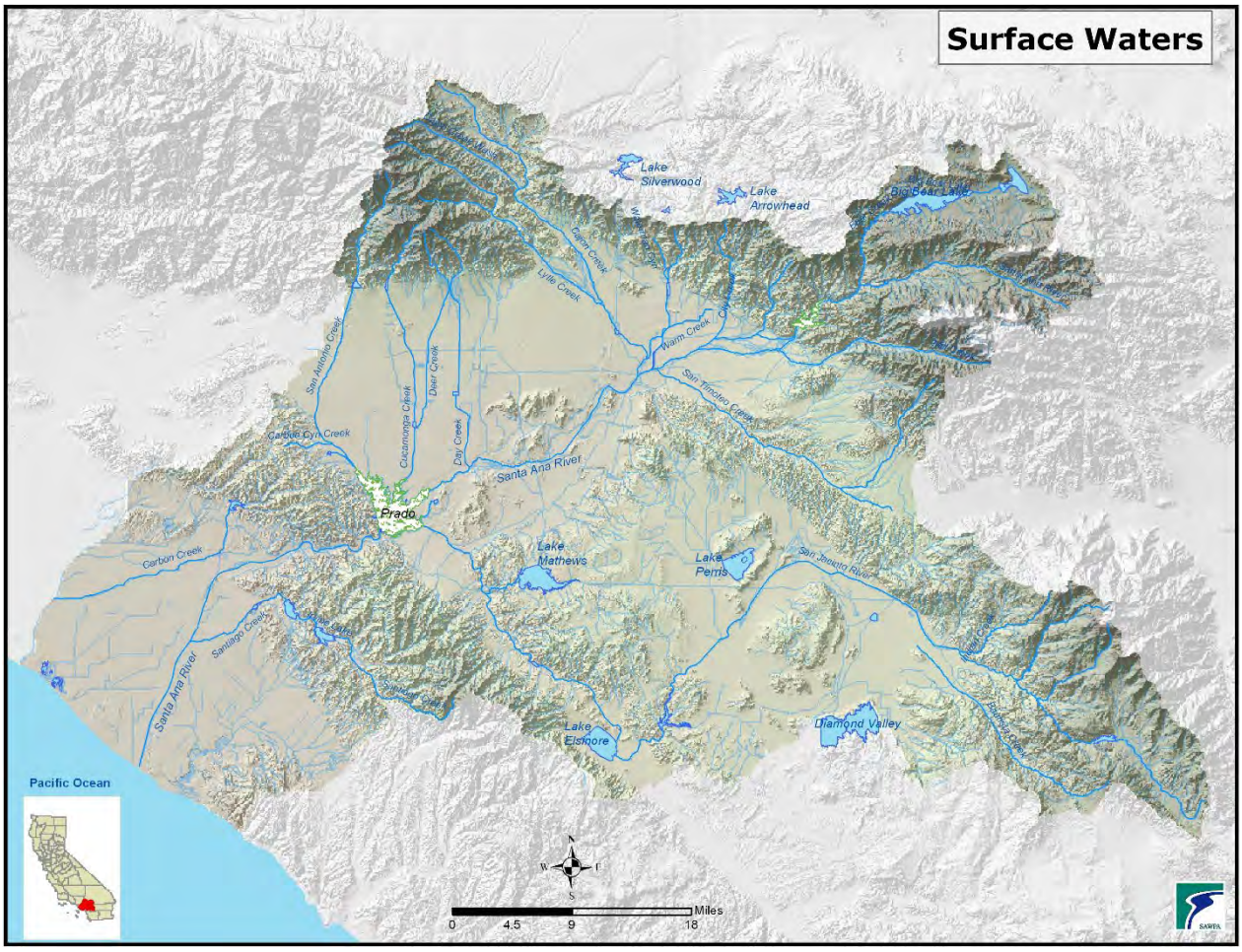


Figure 1. Santa Ana River Watershed Boundary.
Courtesy Santa Ana Watershed Project Authority
https://sawpa.org/wp-content/uploads/2019/09/5_1426_SurfaceWater.jpg

Cucamonga Creek

Cucamonga Creek has its headwaters on Cucamonga Peak at 8,860 feet above mean sea level (AMSL). Nearby Deer and Day Creeks also drain Cucamonga Peak. Drainage at the canyon mouth of Cucamonga Creek comprises ten (10) square miles of mountainous watershed. Additional drainage from its tributaries, the 19th Street Storm Drain, Red Hill Basin drainage, Cucamonga Storm Drain, excess flow from the Turner and Ely Basins, and from Saw and Lower Deer Creeks bring the total drainage from 80.3 square miles of Cucamonga Creek watershed to the Santa Ana River at the Prado Flood Control Reservoir.[10]

Historically, Cucamonga Creek has discharged onto an alluvial cone spreading out above the present city of Upland. In earlier years, it is understood that there were four discernible watercourses emanating from the lower extremities of the alluvial cone. The major watercourse was that passing east of Red Hill, the others being comparatively minor, including what was called the West Cucamonga Channel. In the early twentieth century a series of settling basins and check dam facilities were first developed below the canyon mouth. This led to a concentration of stream flows, developed over an extended period of time, and prior to the inception of the

SBCFCD in 1939. The initial flood control facilities were constructed in the late twenties. There was a second period of construction from 1932 to 1934 under the direction of the Cucamonga Basin Protective Association.

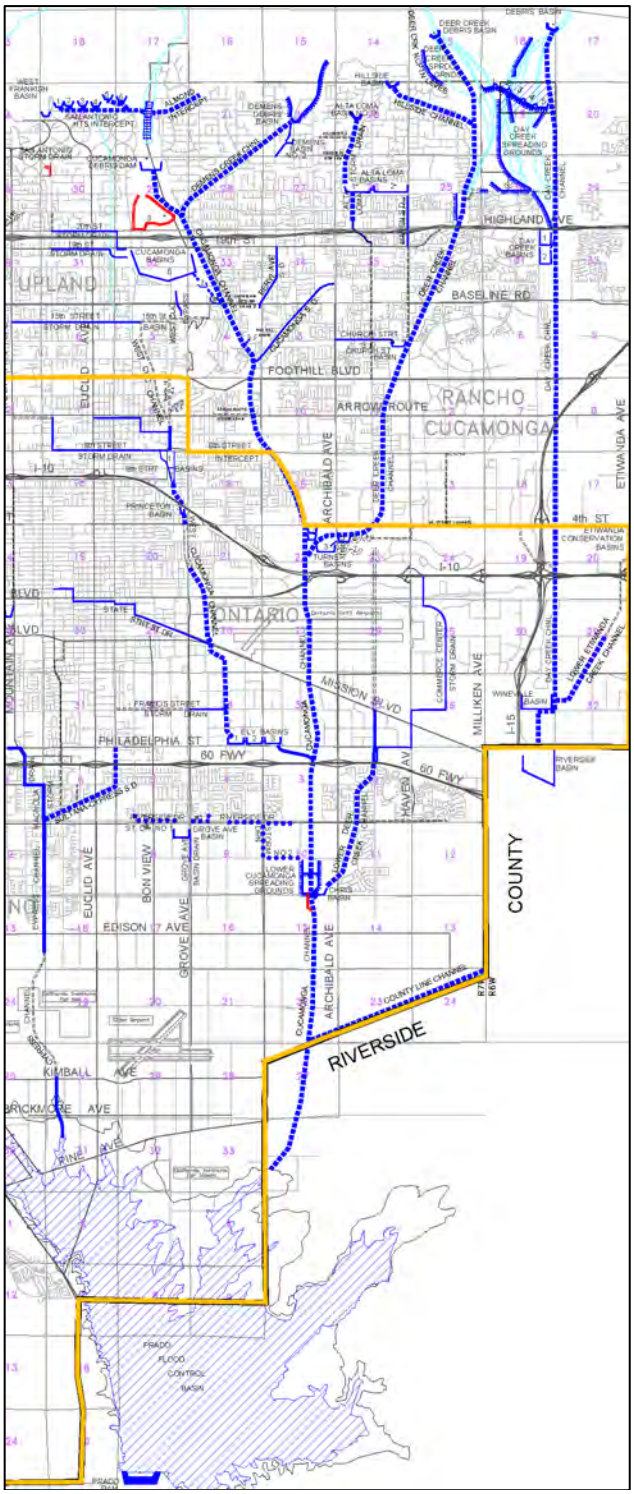


Figure 2. Map of Cucamonga Creek Flood Control Channel.

Communities of Cucamonga Creek

Starting from the top of the drainage, Cucamonga Creek forms a rough boundary between the cities of Upland and Rancho Cucamonga downstream to the north portion of Red Hill. The creek passes to the east of Red Hill, entirely within the city of Rancho Cucamonga. From 8th Street south to 4th Street, Cucamonga Creek forms the boundary between Rancho Cucamonga and the City of Ontario. It then continues north-south through Ontario, passing through the Ontario Airport and roughly paralleling Archibald Avenue south of the airport. The Deer Creek Flood Control Channel intersects Cucamonga Creek north of Schaeffer Avenue. Deer Creek is controlled by a debris basin and a spillway before it enters the Cucamonga Creek channel. Cucamonga Creek continues south, passing into the City of Eastvale at the Riverside County line at Remington Avenue. Once in Eastvale, the creek takes a gentle turn to the west over the course of two miles until it reaches the boundary of the City of Chino. The concrete flood control channel ends just east of Hellman Avenue in Chino, which opens into the Mill Creek Wetlands stormwater project. From there the water flows into Prado Reservoir.

Upland

Originally named North Ontario, the City of Upland was incorporated on May 15, 1906. Upland is located at the foot of the highest part of the San Gabriel Mountains. The area below the mountains was an important east-west travel corridor long used by Native Americans. With the arrival of Spanish explorers and missionaries, the travel route became known as the Old Spanish Trail. Moving through the San Gorgonio Pass and into the San Bernardino Valley, the trail ended up at the San Gabriel Mission. Travelers were few during the Spanish era due to restrictions on trade placed by the Spanish crown. These restrictions were removed upon the independence of Mexico, achieved in 1821. Jedediah Smith was the first American to pioneer the route from Santa Fe to California in 1826, pioneering a route through the Cajon Pass. Mexican explorer Antoni Armijo was the next to re-establish the trail from New Mexico.[11]

In the Spanish era the lands around San Gabriel Mission were used for ranching. Cattle raising became a major industry, the range lands extended to the base of the San Gabriel mountains, including the current location of Upland. Following the secularization of mission lands by the government of Mexico, the Cucamonga Ranch was granted to Tiburcio Tapia in 1839. The opening of trade and the secularization of the missions established a steady stream of trade along the trail between New Mexico and California. The trail went through the Cajon Pass west through Rancho Cucamonga and Upland to the mission at San Gabriel and a fledgling town at Los Angeles.[12]

Tiburcio Tapia died in 1845 and his rancho passed to his daughter and her husband Leon V. Prudhomme. California became part of the United States at the end of the war with Mexico and with the Treaty of Guadalupe Hidalgo in 1848. Although thousands of Forty-Niners flocked to California as part of the Gold Rush, Upland remained sparsely utilized range land along the trail. This changed with the arrival of George Chaffee to the area in 1881. A Canadian, Chaffee first established an irrigation system east of Upland in Etiwanda. In 1882, Chaffee purchased 6,216 acres of the Cucamonga Rancho and important irrigation rights. He developed an overall plan for his "Model Colony," called Ontario for his home province in Canada. This included the establishment of the San Antonio Water Company at the head of San Antonio Creek, located to the west of Cucamonga Creek.[13]

Upland was in the northern portion of the Ontario Model Colony. The name Upland came from its location nearer the mountains above Ontario. Ontario was incorporated in 1891, but the area was relatively small. This later led to a dispute between Ontario and Upland. The issue was settled by the San Bernardino County Board of Supervisors who called for an election on May 5, 1906. Voters decided the matter by incorporating the city of Upland.[14]

One significant advantage of Ontario was its location along the Old Spanish Trail, renamed in 1912 as the Old Trails Highway. Later, in 1926, the road was designated part of US Route 66. Locals just know it as Foothills Boulevard. Another significant east-west highway in Upland is Interstate-10, which forms the boundary between Upland and Ontario. Also known as the San Bernardino Freeway, this portion of I-10 was completed in 1954. Another significant freeway passing through Upland is State Route 210. Known as the Foothill Freeway, some portions of this highway are part of the interstate system as I-210.[15]

Upland had a similar history of citrus agriculture compared to surrounding communities. The citrus industry in Upland and neighboring Ontario continued to thrive in the twentieth century, and by the 1930s, citrus had become the dominant agricultural crop for California. This success continued for citrus growers until the mid-1940s when the citrus industry began to decline. After World War II, land values began to skyrocket, and growers began to sell their land to developers.[16]

Rancho Cucamonga

Rancho Cucamonga is an inland city located along the southwest end of San Bernardino County. The city is bordered to the north by the San Gabriel Mountain range, to the west by the city of Upland, to the south by the city of Ontario, and to the east by the city of Fontana. Located approximately 41-miles from Downtown Los Angeles, the city encompasses 40.12 square miles. It is one of fifteen cities comprising the San Bernardino Valley which include the cities of Ontario, Chino, Chino Hills, Upland, Fontana, Rialto, Colton, Montclair, San Bernardino, Loma Linda, Grand Terrace, Highland, Redlands, and Yucaipa. Much of the city is characterized as a suburban development with commercial centers clustered along Foothill Boulevard, Baseline Road, Haven Avenue, and Day Creek Boulevard, and industrial properties located towards the south end of the city. The neighborhoods that comprise Rancho Cucamonga include Alta Loma, Cucamonga, and Etiwanda. Rancho Cucamonga is located adjacent to two major transportation networks that provide regional access between the cities of Los Angeles, Orange, and San Bernardino. Interstate 15 intersects that city in a northwest-southeast orientation and California State Route 210 intersects the city in a west-east orientation. Major arterial routes with local significance include Arrow Highway, Foothill Boulevard, Base Line Road, and Highland Avenue.

During the late 18th century, European exploration of the San Bernardino Valley commenced. The earliest reported exploration occurred during the Spanish occupation of California. In 1771, Father Francisco Garces was the first European to pass through the area. Garces was a Franciscan missionary and explorer who made several expeditions through the region. During his expeditions he managed to establish peaceful relationships with the tribes he encountered along his journey. He later served as a guide to Spanish explorer Juan Bautista De Anza. In 1772, Garces was followed by Pedro Fages, a Spanish soldier who would later become governor of Alta California. Fages is reported to have reached the region in search of military deserters from the San Diego Presidio. [17]

In 1822, following the Mexican War of Independence, California mission lands were confiscated by the new Mexican government and later redistributed to political allies. The Mexican government issued more than 500 land grants of former mission lands to prominent families to encourage settlement and agricultural development of Alta California. Land grants were carefully documented on maps known as diseños, that roughly delineated the boundaries of each grant. Landowners largely focused on the cattle industry and devoted large tracts of land to grazing.[18]

In 1839, Rancho Cucamonga was granted to Tiburcio Tapia by the new governor of Mexico, Juan Bautista Alvarado. The ranch encompassed a total of 13,000 acres of land, much of which was utilized for cattle grazing. Following the acquisition of the rancho, Tapia constructed an adobe residence at present-day Red Hill, where he raised livestock.[19] In addition to a residence, he established a successful winery which still stands today as

Thomas Winery, located at 8916 Foothill Boulevard. At least two identified Gabrieliño rancherias, a Spanish term for small Indian workers' settlements, existed within Rancho Cucamonga. The rancho would remain under the Tapia family's ownership into the American occupation of California.[20]

Following the end of the Mexican-American War in 1848, most Mexican land grants were honored by the U.S. courts per the Treaty of Guadalupe Hidalgo. Although the treaty assured landowners that their land claims would be honored, Congress passed the California Land Act, which created a board to review all Spanish and Mexican era land grants to determine if they were valid. As a result, rancho owners incurred large legal fees to present their cases. Many lost their land during this time or sold portions of their ranchos to pay for legal fees.

In 1858, Rancho Cucamonga was purchased from Tapia's daughter by John Rains and his wife Maria Merced William de Rains. Rains was an Alabama born soldier who relocated west to California in 1847. Following his arrival, Rains married Maria Merced Williams, the daughter of Isaacs Williams, owner of Rancho Santa Ana del Chino.[21] Under Rains ownership, he expanded the vineyards established under Tapia, and constructed a brick house, located at 8810 Hemlock Street, now listed on the National Register of Historic Places. However, many of California's ranchos that had survived into the American era were sold and fragmented following a severe drought during the 1860s.

By 1870, Rancho Cucamonga was sold and subdivided into small farms. The area that comprises the present-day city was purchased by Isaias W. Hellman and several businessmen in 1870. Born in 1842, Hellman was a German-born Jewish merchant and banker, who immigrated to the United States in 1859. Hellman is considered the founding father of the University of Southern California. Under his ownership, Hellman formed the Cucamonga Homestead Association, which would lead to the development of the Cucamonga Colony. Subdivisions, such as the Iowa tract, were created to attract potential investors and spur further growth. Lands were subdivided to include 20-acre lots, with larger lots located along the peripherals of the new settlement for agricultural development.[22] Streets were installed in a north-to-south and east-to-west grid pattern, with the heart of the new townsite located between present-day Archibald Avenue, 6th Street, Haven Avenue, and Arrow route.

During the ensuing years, the area became a major agricultural center dedicated primarily to the cultivation of grapes, but also included citrus, olives, and peaches.[23] The area's comparatively rich soil attracted several farmers, as well as laborers of all different nationalities who migrated to work at the farms. Many of these immigrants included Mexican, Italian, Russian, and Canadian laborers, in addition to Chinese railroad workers. In 1887, irrigation tunnels were dug by Chinese laborers to provide water to the new colony and to irrigate agricultural lands in the vicinity.[24] That year, the arrival of the Union Pacific Railroad further facilitated agricultural operations by allowing farmers to export their crops throughout the country. With a reliable supply of water, a railway system, and fertile soil, agriculture would become the town's main economic venture until the latter half of the 20th century. While the new town developed into a thriving agrarian society, new communities began to emerge around the peripherals of the new settlement, such as Etiwanda, Cucamonga, and Alta Loma, which were later absorbed by the City of Rancho Cucamonga in the 1970s.

For much of the early 1900s, vineyards were a vital component of the area's initial success. Rancho Cucamonga became a major hub for the vineyard and wine industry in California, which would continue throughout the prohibition-era. Crates of grapes were sold to bootleggers and sacramental and medicinal wine was made locally. As the population of Los Angeles increased, the demand for agricultural goods grew in the surrounding areas. The extension of the Pacific Railroad through the area enabled farmers to ship their products to Los Angeles and other adjacent cities. The demand for agricultural products generated the need for laborers, and as a result, Rancho Cucamonga experienced an influx of new residents. At one point it was reported that there was

a total of 60 wineries in the Cucamonga area.[25] In 1939, the Wine and Grape Festival was created by the people of Rancho Cucamonga to celebrate the success of the wine industry.

In the 1940s, agriculture in the area reached its peak and experienced a gradual decline by the 1950s. The area began to succumb to urban sprawl, marking the end of the winery industry. As the population of Southern California increased following World War II, Rancho Cucamonga was further subdivided and developed for residential and commercial use. New subdivisions replaced agricultural land and architectural styles such as Ranch and Minimal Traditional were introduced in residential construction. Additionally, the construction of major transportation networks such as Interstate15 and State Route 210 further stimulated Rancho Cucamonga's growth.

By the 1970s, the area experienced another major population increase as families seeking affordable housing relocated from Los Angeles to Rancho Cucamonga. To better manage development, the Tri-Community Incorporation Committee was created to propose cityhood in 1975. In November of 1977, Rancho Cucamonga was incorporated as a city. The unincorporated communities of Cucamonga, Alta Loma, and Etiwanda were absorbed into Rancho Cucamonga. Today, the city is characterized as a suburban community with a population exceeding 178,000. Most of the area's residential and commercial-use properties were constructed between the 1970s and the present-day.[26]

Ontario

Ontario was founded in September 1882 by George and William B. Chaffey. The city was named after the Chaffey brother's home of Ontario, Canada. The Chaffeys moved to Riverside in 1880 with the intention to buy and sell land in the San Bernardino area. They acquired 1,000 acres of the Garcia Rancho in 1881 and later bought an additional 6,000 acres which would form the cities of Ontario and Upland. The Chaffeys wanted to establish a "Model Colony" agricultural community, and to do so they created an irrigation system to bring in an adequate water supply. In 1882, tunnels were constructed to reroute water from San Antonio Creek in the mountains to every parcel of land in Ontario.[27] To further irrigation development, the Chaffey brothers formed the San Antonio Water Company (SAWC) in 1882 for acquiring water rights for irrigation and agriculture.[28] Over the next five years, the SAWC would establish several sources of water in addition to that provided by San Antonio Creek; they constructed extensive tunnels to access artesian water and several underground wells. The Chaffey brothers ensured property owners and shareholders of the SAWC that the water would become the property of the landowners. The brothers sold all of their water rights in the company to reassure them further.[29] According to the book, *Ontario: The Model Colony*

Buyers received one share of water stock with each purchased acre, not to exceed 10 shares. To acquire the shares, the newly formed San Antonio Water Company traded stock to the Chaffeys in return for water rights. The San Antonio Water Company board of directors were Judge Robert M. Widney of Los Angeles, president; George D. Cunningham of Riverside, vice-president; Luther M. Holt also of Riverside, secretary. Charles Chaffey and John C. Dunlap were also on the board…Payment to the Chaffeys for their water rights consisted of 10 shares of stock in the company for each inch of water measured each July 15. They were paid 2,000 shares in advance.[30]

The established irrigation systems were also used to provide electricity to the City of Ontario. The SAWC established the Ontario Electric Company, which was owned by the landowners of the city. While establishing the two companies and trying to bring water to the city, the Chaffey's began to design downtown Ontario and the surrounding subdivisions. The brothers wanted a grand thoroughfare that would run through the city. The 7-mile-long Euclid Avenue, with twin roadways and a central mall, was created as the main boulevard running north to south connecting the southern boundaries of the city to the mountains in the north. Every half-mile, paralleling Euclid to the east and west, were 65-foot-wide avenues, and cross streets were laid at quarter-mile

intervals through Euclid Avenue.[31] In November 1882 the first lots in Ontario were sold to first settlers of the area mostly from Canada and New England. Downtown Ontario and the directly adjacent neighborhoods and agricultural land began to develop quickly.

When they established Ontario, George and William Chaffey originally imagined a citrus agricultural community; however, due to the scarcity of orange trees in 1882, the area initially produced other fruit, including peaches, pears, apples, cherries, and grapes.[32] Quickly, though, oranges were planted by 1888 with a reporting of 700 acres of orange crops that year and over 2,000 acres by 1889.[33] The citrus pioneers helped rapidly develop the city, and by December 1891 the city was incorporated, and the boundaries extended further in 1901 north beyond the Santa Fe tracks and west to 10th Street. The early groves were planted around San Antonio Street west of Euclid Avenue, but over time the groves surrounded the central downtown area of Euclid Avenue. The first houses in Ontario were constructed in the Victorian style and were surrounded by citrus groves. By the early 20th century, the residential areas north of the city began to develop with Craftsman style residences, discussed further below. In 1903, Ontario had been declared "The Model Colony" as an Act of Congress of the United States for its innovation, principals, and establishment of a new standard for urban living. The Model Colony stood as a prominent example of a successful irrigation project for many years.

Ontario also developed as a dairy farming community from the 1910s into the 1980s. By the mid-1910s the industry started to take form with the first large scale dairy operations. With funding from the American Beet Sugar Industry, the G.S. Moyer dairy was established in 1916, which was one of the city's earliest commercial dairies.[34] In the 1920s, Adolph Whitney found the Royal Dairy, which established Ontario and the Chino Valley as the center of dairy production with his revolutionary cleaning practices which protected his cows from diseases. By the 1920s, Ontario dairy farmers were establishing the area as a leader in the dairy industry. From the 1920s into the 1960s, the dairy industry took off in the City of Ontario and the Chino Valley and was the number one industry for the region. Many of the new dairyman were Dutch, Portuguese, Swiss, and Mexican immigrants, who introduced new dairy practices and technologies that greatly improved production. Roaming pastures were replaced by a smaller parlor type barn and dry lot.[35] Without roaming pastures, cows were now fed hay and grain, and feeding, transporting, and milking all became automated. In the 1960s, a 21-acre agricultural dairy preserve was established in 1960 to protect dairies from encroaching development.

In the 1960s into the 1980s, Ontario and the Chino Valley were the leading producers of dairy in the country. Increasing profit was the norm for Ontario dairying during the 1970s and early 1980s. By 1979, the largest concentration of dairies in the world was in the approximately 18 square miles that comprise the Chino Valley and produced 60% of the milk in the State of California.[36] However, the 1980s saw a drastic decrease in the number of dairies within the region. By 1981, there were only 284 dairies in Ontario down from the 400 which had been in existence during the mid and late 1970s.[37] The decline of dairies in the region during this era can be linked to the high level of competition which existed in the market during this time period. By the late 1980s, 1990s and 2000s most of the dairies would leave Ontario due to rising land values along with commercial and residential development. The dairy preserve established in the 1960s was opened to development in 1993 which led to further residential and industrial development of the area. While the majority dairy farmers have migrated out of Ontario, there remains many prominent dairies in the Ontario area. As of 2019, the Inland Empire still had nearly 200,000 dairy cows along with 209 dairies.[38]

Eastvale

Eastvale shares a history that is tied to its neighboring communities: Corona, Norco, Chino and Ontario. Like these other cities, the early development of Eastvale is related to ranching. In later years, citrus farming and the dairy industry became the mainstay of the economy. Eastvale remined rural and agricultural until the 1990s when suburbanization took over as residents from Orange and Los Angeles counties moved to the area to take

advantage of lower housing costs and an improved quality of life.[39]

Located in what is now the northwest corner of Riverside County (incorporated 1893), Eastvale got its start as part of the Rancho Jurupa, granted by the Mexican government to Juan Bandini. By 1834, the Mexican government had seized Spain's missions and taken control of its land from Native Americans and Spaniards. To colonize the area and encourage farming and raising livestock, the government handed out land grants to influential and wealthy Mexican politicians. After California became a state in 1850, the land in Riverside County was shared between San Bernardino and San Diego Counties (as of 1853). It wasn't until 1893 that Riverside County was created. In the minutes of one of the first meetings of the Riverside County Board of Commissioners, "East Vale" is listed as one of 53 school districts. This is probably how Eastvale obtained its name.[40]

For most of the twentieth century, until 1954, about half of Eastvale was comprised of the Fuller Ranch. First owned by Charles Fuller, it was later the property of his son, automobile dealer O.R. Fuller. The ranch started with production with alfalfa, barley, hay, and stock raising. Fuller later expanded into citrus fruit. O. R. Fuller died in 1946, and the ranch passed into the hands of his widow, Ione Fuller. Mrs. Fuller died in 1951 and the ranch was liquidated when it was sold to dairyman Walter Koenig. By the 1950s, Dairymen began moving their operations into the Santa Ana River valley. Many dairies in Eastvale, the Chino Valley and Ontario were owned and operated primarily by Dutch and Portuguese families.[41]

Eastvale continued to remain rural and agricultural until the 1990s when dairies began to be replaced by housing developments. This was the result of an influx of residents from urban areas of Los Angeles and Orange County seeking a lower cost of living. This new land use ultimately proved incompatible with dairy operations and a gradual shift in the economic base of the community began. Access to important transportation routes made the community a popular base for residents commuting jobs elsewhere in the Inland Empire. Residents began to explore city status for Eastvale, spurred by changes to state law in 2006 that made incorporation easier for smaller communities. By the spring of 2007, the push for incorporation was well under way. Eastvale incorporated in 2010.[42]

Chino

The history of Chino began in 1841 when the Spanish governor granted 27,000 acres of the Rancho Santa Ana del Chino to his uncle, Don Antonio Maria Lugo. Don Lugo deeded half of the ranch to his son-in-law Isaac Williams, who created Chino Ranch and planted field crops, vineyards, and several other agricultural products, setting up the area for its future industries of agriculture and dairy. The ranch was purchased in 1881 by Richard Gird, an Arizona silver miner, who imported 200 dairy cattle to the area. In 1887, Gird subdivided his 23,000-acre ranch into 10-acre tracts and set aside the one-mile town site of Chino. Gird wanted a successful and profitable town, so he experimented with several crops to see which would be the most prosperous. He eventually discovered the sugar beet and created a prosperous sugar beet industry in the area. In 1890, Gird received funding from the Oxnard Brothers, the leading beet sugar producer, to construct a beet sugar facility, and by 1900 the plant produced 12,000 tons of sugar each season. Gird also established a narrow-gauge railway, the Chino Valley Railroad, which connected Chino to the Southern Pacific line in Ontario. By 1901, the city was purchased by the Chino Land and Water Company (CLWC), which continued the prosperous sugar factory and expanded development of the city. To increase the population and generate more revenue for the city, the CLWC sold land for a reduced price of $70-$125 an acre. Many thousands of acres of land originally desert was converted to farmland through new water supplies and pipelines and the construction of new buildings. These areas expanded the agricultural industry of Chino from solely sugar beet farming to include alfalfa, corn, potatoes, grain, walnuts, apples, peaches, and apricots.[43]

By 1910, Chino was controlled by the American Beet Sugar Company, which increased the beet sugar industry in Chino to an $11 million a year industry from nine different facilities throughout the city. The facilities employed most of the city's residents and brought curious tourists to the area. The success of the beet sugar industry and the expansion of Chino led to the incorporation of the city in 1910. That same year the city established the first police and fire services. The American Beet Sugar Company was also influential in establishing the city's dairy industry. They provided funding to the G.S. Moyer dairy in 1916, which became the city's earliest commercial dairy. Due to the rise in seed prices in Germany, the beet sugar industry began to shut down in 1917. Other agricultural industries continued to be successful, and canneries began to appear in the area.[44]

By the 1920s, Chino was emerging as a leader in the dairy industry. Adolph Whitney opened the Royal Dairy in Chino in the mid-1920s and revolutionized the dairy industry through clean facilities and milking techniques. His success attracted more dairy farmers to the area. The City of Chino was hit hard by the Great Depression and experienced very little growth until the post-World War II boom. To create much needed growth in the city, in 1941 Mayor George Decker approved the construction of the Chino Institute for Men, which brought several jobs to the area. The dairy industry in Chino continued as a thriving industry, expanding throughout the 1930s into the 1940s. During World War II, Chino produced and canned much of the food for soldiers fighting abroad. After the war, Los Angeles began to expand rapidly, developing into the surrounding agricultural and dairy lands. Dairy farmers moved their operations to Chino, where land values were cheaper and there was ample space for larger dairies. The dairy industry dominated in Chino throughout the 1940s and into the 1950s. Between 1947 and 1955, the number of dairies in the City of Chino increased from 64 to 110. Between 1954 and 1955, 22 dairies were constructed alone. With the expansion of the dairy industry, new jobs were created and between 1950 and 1955 the population of Chino had grown by 29 percent.[45]

During the 1960s through the 1980s, the industry in Chino diversified to include the California Brass Manufacturing Company, a meat packing plant, a Uniroyal Tire Plant, and the Mary Carter Paint plant. The completion of the Pomona Freeway in 1971 caused the population of Chino and the surrounding cities to grow and created a need for more housing communities and retail services. The city maintained its status as a thriving dairy and agricultural community until the 1980s. With the increase in the price of milk, rising land values, and the overly competitive nature of the milk industry, the dairy industry in Chino began to decrease. By 1981, the number of dairies farms decreased from 400 in the 1970s to 284 and the number of cows in the region decreased from 190,000 to 163,000. Several of the dairy lands have been sold off, and the areas have been transformed into large, planned neighborhoods.[46]

V. HISTORIC CONTEXT STATEMENT

Flood Control of Cucamonga Creek, 1900-1980s

While the Los Angeles coastal plan is nearly uniformly flat across a span of 25 to 30 miles, it is bordered to the east by the San Gabriel Mountains which rise precipitously to a height of around 7,000 feet in a short distance of only a few miles. The mountains focus and concentrate rainfall coming in from the Pacific Ocean. In turn, the steep terrain accelerates drainage from the mountains. The result of this combination is raging floodwaters that carry heavy quantities of rock, gravel, and sand onto the coastal plain. Cucamonga Creek drains the highest portion of the San Gabriel Mountains and historically carries a heavy flow of water and debris.[47] The Los Angeles coastal plain recorded a series of floods with the earliest dating back to 1771. Several floods occurred in the eighteenth century, with the most extensive being in the winter of 1861-1862. Because the area was lightly populated these floods caused little damage to property. This changed in the 1880s when accelerated population growth created a demand for flood protection. In the twenty years from 1890 to 1910, the population of Los Angeles increased from 101,454 to 504,131. Destructive floods in the winter of 1910-1911 led to the creation of several "protection districts" that constructed dikes of stone, wood, and wire to control streams within existing banks.[48]

The first organized governmental response to floods in the Los Angeles area came after a severe flood in January and February of 1914. In the aftermath of the flood which resulted in $10 million in property damage, it became clear that small, independent protection districts were not up to the challenge. The Los Angeles Board of Supervisors petitioned the state legislature to adopt enabling legislation that created the Los Angeles County Flood Control District. The legislation passed on June 12, 1915.[49]



Figure 3. Photograph of Cucamonga Canyon showing heavy debris field, Ontario, ca.1900.
Source: University of Southern California. Libraries and California Historical Society. Digitally reproduced by the USC Digital Library. https://doi.org/10.25549/chs-m5964

These floods in the teens impacted areas downstream from Cucamonga Creek. The drainage starting at the mouth of Cucamonga Canyon was called Cucamonga Wash at the time. A newspaper report on March 10, 1911, stated "all three transcontinental railroads running through Ontario were washed out today." These were the Southern Pacific, Atchison, Topeka, and Santa Fe, and the San Pedro, Los Angeles and Salt Lake. The 1914 flood also caused damage to transportation corridors. An article in *The Daily Report* newspaper on January 27, 1914 observed "Cucamonga Wash, known as a dry wash, is dry no more. Fed by heavy rains in Cucamonga Canyon, the water tore through the rocky bed with great force and Cucamonga is shut off from Ontario by many washouts on all roads."[50]

Residents in the floodplain of Cucamonga Creek quickly organized meetings to develop protection against floods in 1914. They planned to organize a storm water protection district like those found in Los Angeles County. A flood in 1916 gave further impetus to the desire for flood protection. A post-mortem of the 1916 flood noted "on Turner Avenue, Cucamonga, the entire street was washed out from 4 to 12 feet in depth for a distance of 4 ½ miles." The 1916 flood also left a more long-lasting impact. The flood had the result of entrenching the channel of Cucamonga Creek to the east side of Red Hill.[51]

Flood control activities were delayed during World War One. After the war, residents started new plans to control Cucamonga Creek. The San Antonio Water Company and the Cucamonga Water Company led these activities. The plans had two purposes: slow the flow of destructive floodwaters to reduce damage to property and allow the war to percolate into the ground and replenish the aquifer. In 1925 the two companies started construction on a rock wall oriented diagonally across the wash just upstream from where it separated into several smaller branches. The initial work also constructed two rock walls oriented perpendicular to the canyon. Additional work continued through 1928 for a total cost of $110,000. Several walls are depicted in 1928 report on the Santa Ana River flood control investigation by William S. Post.[52]

The investigation into flood control of the Santa Ana River was funded by the State of California in 1925 with an appropriation of $25,000. In 1927 Senator Ralph Swing spearheaded an additional appropriation of $40,000, provided that a matching amount was appropriated by the counties covered by the study. In 1930, the state appropriated $390,000 for additional study of the water resources of California, including the Santa Ana River. This funding resulted in two Bulletins (No. 19 and No. 31) regarding the Santa Ana River by the State of California as part of the Santa Ana investigation. This work was under the direction of noted hydraulic engineer William S. Post (1871-1945).[53]

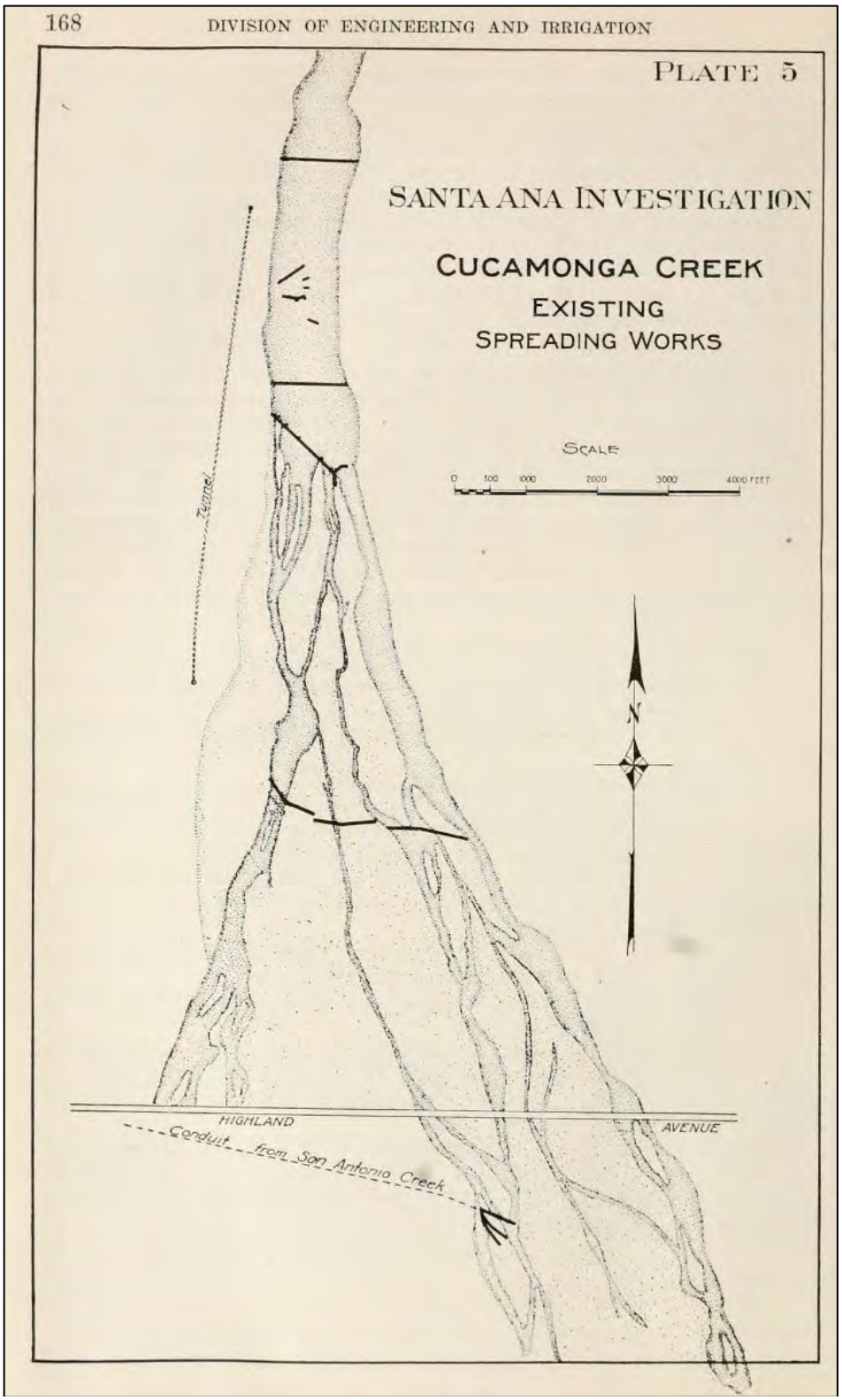


Figure 4. Diagram of existing spreading works at Cucamonga Creek.
Source: William S. Post, Santa Ana Investigation, Flood Control and Conservation (State of California, Department of Public Works, Division of Engineering and Irrigation Bulletin No. 19. December 1, 1928), 168.

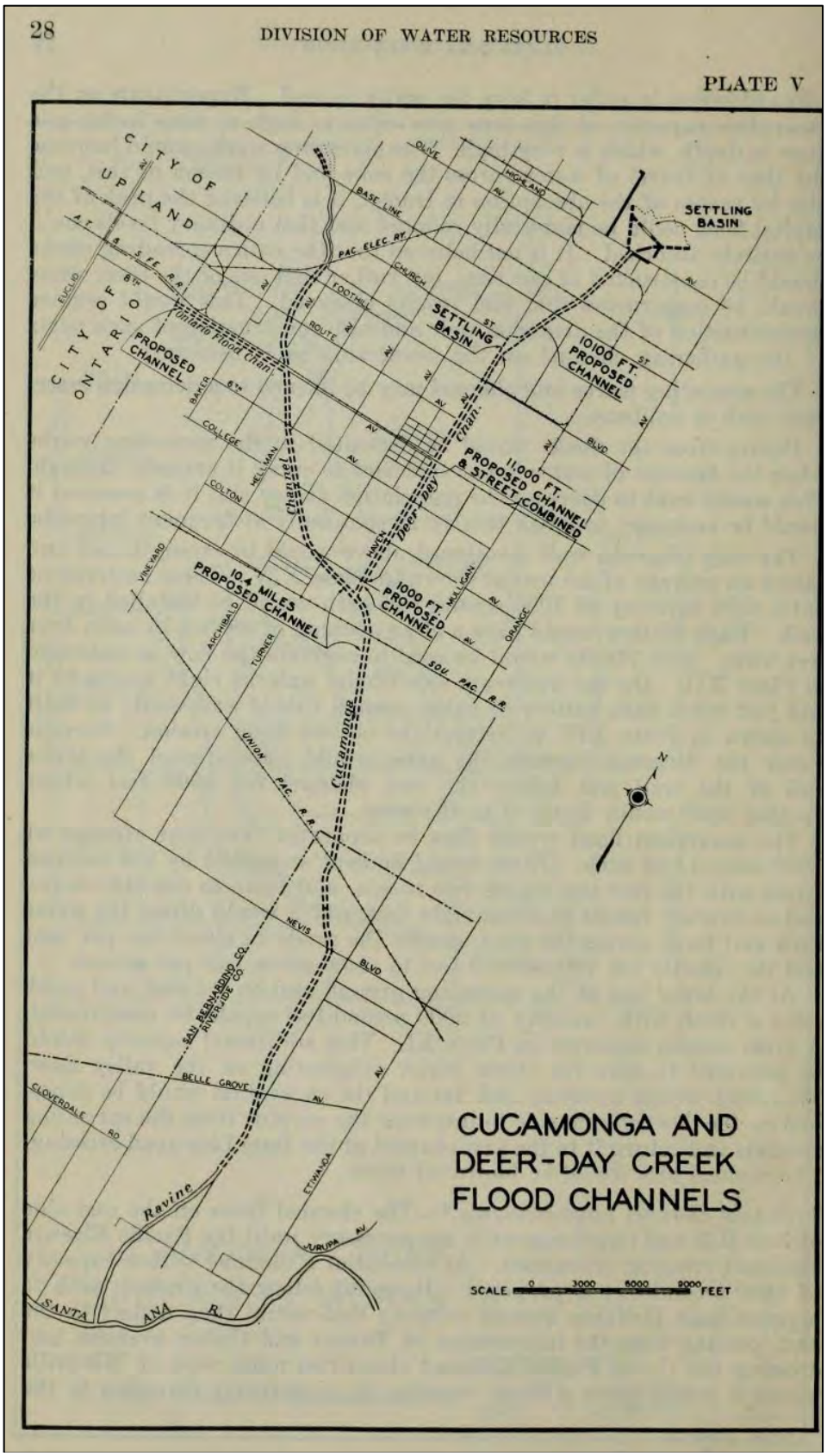


Figure 5. Proposed Plan from Bulletin 31, 1930.

The 1930 Bulletin resulted in a recommendation for flood control along Cucamonga Creek remarkably like what was eventually constructed. It started with additional walls across the creek at its mouth above Red Hill. The intent was to create spreading basins where the water slowed by the rock walls could percolate gradually into the aquifer after a flood. The plan also called for the construction of a flood control channel starting at the northeast corner of Red Hill and following the existing bed of the wash running in a southeast direction. The plan called for a juncture with Deer Creek at Haven Avenue. The channel would then continue to the southeast to eventually join with the Santa Ana River. The planned capacity for the channel was 6,000 Cubic Feet per Second (CFS). The estimated cost of the project was $761,600[54]

To push the plan through, residents in the Alta Loma area formed the Cucamonga Basin Protective Association in 1930. Their goals included strengthening the check dams and extending the flood control channel. This was designed to raise the water table in the area and to conserve the water supply from loss during floods. Officers of the association included George G. Laidlaw, president; John Belcher, first vice-president; J. F. Glass, second vice-president; R. A. Wagner, engineer, and Mrs. Nelson Crosswell, assistant secretary. Residents expressed fear that a dropping water table could impact continued irrigation from wells. The Cucamonga association was patterned after a similar Chino Basin Protective Association. The first step of the Cucamonga group was to purchase equipment that would allow them to strengthen the check dam system in Cucamonga Canyon. In February 1931 the project was well under way. The City of Ontario allocated $1,000 to the effort. [55]

Starting the project during the economic downturn of the Great Depression meant that the effort soon ran out of money. Nearly one year after being formed, in August 1931, members of the Cucamonga Basin Protective Association expressed hope that they would be able to soon resume work on the project. The San Bernardino County Board of Supervisors set aside a tax of ten cents that would result in approximately $21,000 that could be matched with state funds for a total of $42,000. Association members also asked the Board to create the "San Bernardino Valley Water Conservation District." The Board of Supervisors initially agreed to allocate only $10,000 for the work in November 1931.[56]

In February of 1932 the newspaper reported that the ten-cent tax established in July of 1931 had raised about $35,000 that was allocated to Cucamonga Wash improvements. This augmented an initial assessment of association members in 1930 that had been matched by the County. In July of 1932, the communities of Ontario and Cucamonga volunteered to assist San Bernardino County by providing additional support for the project. Spearheaded by the Cucamonga Basin Protective Association, the cities offered to provide funds for materials, labor, supervision, and equipment. By October 1932 work had started on a fourth diversion wall across the wash, as well as a gate in the main diversion wall to better regulate flows from winter rains into the spreading basins. The newspaper reported that twenty-five men were employed under the direction of the association.[57]

As the Great Depression deepened it soon became apparent that state and local communities needed additional help to construct flood control projects. In 1936, Congress established the Flood Control Act, a nationwide policy that authorized funding in civil engineering projects such as dams, levees, channels, and other flood control systems throughout the United States. The 1936 Act stipulated that flood control was an appropriate federal activity and designated the US Army Corp of Engineers as the federal agency in charge. The Act specified that local interests should share the cost of project for channel and levee projects while flood control reservoirs would be the full responsibility of the federal government. This resulted in many local projects and a large expansion in the size of the Corps to keep up with the work. [58]

One of the key projects authorized by the 1936 Act was "Construction of reservoirs and related flood-control works for protection of metropolitan area in Orange County, California" on the Santa Ana River. This was the initial construction authorization for Prado Dam. Congress authorized construction costs at $13 million and $3.5 million for land acquisition. Cucamonga Creek is one of the tributaries of the Santa Ana River that flows into Prado Reservoir behind the dam. The Prado Dam and reservoir was originally established as a flood control

measure that was expanded to include water conservation as well. Construction on the dam was initiated by the Corps in 1938 and was completed in 1941. The earth-filled dam impounds water from the Santa Ana River and its tributaries, significantly reducing flood risk, as well as providing water storage for groundwater recharge operations.[59]

This action was timely, for in January of 1937 the nation experienced a "Super Flood" on the lower Ohio River. The disaster triggered the Flood Control Act of 1937 signed into law by President Franklin D. Roosevelt on August 28, 1937, as Public Law 406. It included $25 million for the Ohio Valley Flood Control Program. The Flood Control Act of 1937 also included funds for "preliminary examinations and surveys" for other flood control areas. In California, these included Cucamonga Creek, Deer Creek, San Antonio Creek, and Chino Creek, among others. These four creeks flowed into the Santa Ana River and thus into Prado Reservoir. [60]

The adoption of the 1937 Act designating Cucamonga Creek as a location of study by the Corps proved prophetic. In 1938, Southern California was affected by disastrous floods caused by torrential rainfall. The flood of March 2, 1938 inundated parts of Riverside, Los Angeles, and Orange Counties. Centered in the San Bernardino and San Gabriel Mountains, the storm caused widespread flooding throughout the Santa Ana River watershed. Nearly all the bridges in the county located along the Santa Ana River were completely washed away. Residential and business areas were either completely destroyed or badly damaged. Railroad beds and highways were part of the destruction, severely crippling the region. Total 1938 losses reached over $78 million in Southern California combined. The disaster gave a renewed impetus to flood control in San Bernardino County.[61]

The flood gave impetus to the creation of the SBCFCD in 1939. Soon after the March 1938 flood, the Board of Supervisors established an advisory agency to set up an agency similar to the one Los Angeles had created in 1915. The county-wide district in San Bernardino was attractive for the same reason: The small local water companies and associations could not meet the needs that large floods required. Deputy District Attorney Albert E. Waller drafted the legislation authorizing the district. It was championed by state senator Ralph E. Swing and adopted by the State Legislature on April 20, 1939. The County Board of Supervisors served as ex officio members of the SBCFCD, which had the authority to contract with the state and federal government to address flooding problems. County Surveyor Harold L. Way was appointed to serve as the chief engineer and R. V. Ward as assistant engineer. [62]

The work of establishing the SBCFCD in 1939 and the assignment of flood control to the duties of the Corps in 1937 seemed to portend a new era of expenditure and construction to protect life and property. However, the start of World War Two brought an end to planning and construction. Activity did not resume until after the war. Action was delayed until 1949 when the Corps published a report supporting constructing a levee around Red Hill to divert the creek to the east. The plan also called for placing Cucamonga Creek into a concrete channel from the downstream end of the levee to Prado reservoir. While the plan would protect agriculture and urban lands, it would also require construction of four new railroad bridges and nineteen new highway bridges.

Despite the lack of assistance from the federal government, local forces led by the SBCFCD took steps to channelize Cucamonga Creek. These changes are apparent in aerial photos of the project area as early as 1949 (**Appendix E**). Local forces constructed a basin just north of Schaeffer Avenue at Cucamonga Creek to accommodate flow from the Lower Deer Creek Channel. Known as the Lower Cucamonga Spreading grounds, the basin served to retain water from both Cucamonga Creek and Lower Deer Creek and allow the flow to percolate into the aquifer. The creek south of this basin was a soft-bottom channel (no concrete) that traveled in a straight line parallel with and west of Archibald Avenue. In some portions the channel was lined by low unrevetted sand levees and in some portions by pipe and wire fences. The channel made a gentle curve to the

west to enter the Prado Reservoir. Despite this work, a 1966 report by the Corps determined that "none of the improvements are effective for the control of large floods."[63]

A particular sore point was where Cucamonga Creek crossed Ontario Airport. Here, local forces constructed a reinforced concrete box culvert in three sections to carry water underneath the runway. These culverts, each 16.7-feet by 8-feet and 1,600-feet long, were considered adequate at the time. However, by 1965 new flood flow estimates indicated they were inadequate. The Army Corps suggested the addition of a new set of culverts to accommodate 32,000 CFS of flow would be needed.[64]

The need for flood control in San Bernardino County was punctuated by a December storm in 1966 that caused considerable damage. Statewide, the flood caused a loss of $28 million. Fortunately, along the 14-mile Cucamonga Creek channel, the water stayed within its banks although there was considerable bank erosion. The worst damage was to the "G" Street Bridge, which was demolished. A vehicle was washed off Edison Avenue into the channel, and there was some flooding at the Ontario Airport from flood waters backed up at the culverts that passed underneath the runway. Floodwaters also washed out a large section of Base Line Road.[65]

In 1968 the Corps forwarded a letter to Congress calling for the construction of the Cucamonga Creek Channel. Congress received the report favorably, and on August 13, 1968, authorized construction of Cucamonga Creek flood control improvements with an estimated cost of $23,600,000. Representative Jerry Pettis of Loma Linda observed "the project will improve the future economy of the area and protect the Ontario International Airport Airstrip which passes over presently inadequate storm drains."[66] For once, the authorization came before the next big flood. In January and February of 1969, a large flood struck Southern California. This time, Cucamonga Creek flowed at historic levels. Measurements indicated that the flow at the canyon mouth was over 14,000 CFS which spewed 3,300,000 cubic yards of debris into the spreading basis. Every major railroad line and highway was severed. The damages attributed to Cucamonga Creek alone totaled $13,500,000.[67]



Figure 6. Bulldozer dredges Cucamonga Channel, 1969.
The photograph was used in *The Daily Report* February 24, 1969.
Robert E. Ellingwood Model Colony History Room Photographs

The damaging floods of 1969 encouraged local, state, and federal officials to move forward on the project. The first step was environmental review. A draft environmental statement was completed in 1973 and approved in 1975. The Corps concluded that the benefits of the project far outweighed the negatives. Notably, one of the drawbacks was the loss of the earth bottom channels constructed by the county flood control district. These soft-bottom channels allowed groundwater infiltration during gentle rains and would be replaced with an impervious concrete channel.[68]

Although the flood control effort for Cucamonga Creek had been authorized in 1968, funds needed to be approved. This occurred in 1975 after approval of the environmental work. The first contract was issued on June 27, 1975 for channel outlet works. Another initial task was acquiring right-of-way for the channel. While the SBCFCD already owned some portion of the project through fee simple acquisition and through easements, some of the soft bottom channel existed only through "handshake" agreements with local property owners. More formal arrangements were needed for the larger project. Much of this ROW acquisition was completed in 1977. This included the parcel contained by the project area. It was acquired by the SBCFCD on September 28, 1977.[69] A 1977 report on Corps water resources development California summarized the important aspects of the Cucamonga Creek project.

> Construction is under way on the Cucamonga Creek and tributaries project. The project consists of 10 debris basins, about 9,000 feet of diversion, collection and separation levees, and 26 miles of rectangular and trapezoidal concrete channel. The project would provide protection against floods to a 19,000-acre overflow area that includes commercial, industrial, and residential property in Upland, Ontario, Alta Loma, Cucamonga, and San Antonio Heights. It would also protect the Ontario International Airport, the San Antonio Community Hospital, the Colorado River aqueduct, and major interstate highways and railroads. Recreational facilities planned as part of the project include hiking, bicycling, and equestrian trails along channel service roads; and rest stops, staging areas, and picnic facilities along the trail system. A beautification program to improve the project site is also part of the project concept.[70]

By 1977 the federal cost of the project had ballooned to $76.7 million. This was a big increase from the $26.3 million estimate in 1968. The non-federal portion of the project was estimated at $16.5 million in 1977. Engineers slated the project for completion in 1981.[71] The project was delayed somewhat, due mostly to funding issues. The late 1970s suffered from high inflation. This resulted in an increase in cost. By the time the project was completed in 1982 the cost had increased to $121 million.[72] Some additional work remained on landscaping and trails. The San Bernardino County Board of Supervisors initiated a request for $2 million in 1983 for completion of bicycle and bridle paths along portions of the Cucamonga Creek channel. These pathways were built upon "patrol roads" which was a thin asphalt road along the top of the embankments next to the channel. While the original purpose was to provide access for maintenance and security vehicles, increasing population in the once flood-prone areas resulted in a demand for recreational facilities. Recreational use of the channel ROW had been anticipated in the original design for the project. The trails system developed gradually and did not cover all areas of the channel. Much of it was completed by the late 1980s.[73]

The change in the Cucamonga Creek area of San Bernardino County has resulted in the protection of life and property. As scholar Adam Scott Miller observed in his study of the Santa Ana watershed "Today, southern Californian's experience a near worry free environment as compared to those who lived here in the early part of the 20th century." The flood control structures do more than just reduce flooding risk and damages. They also provide wetlands management, habitat for wildlife, green space, and conserve open lands. Projects like the Cucamonga Creek channel are truly multi-use [74]

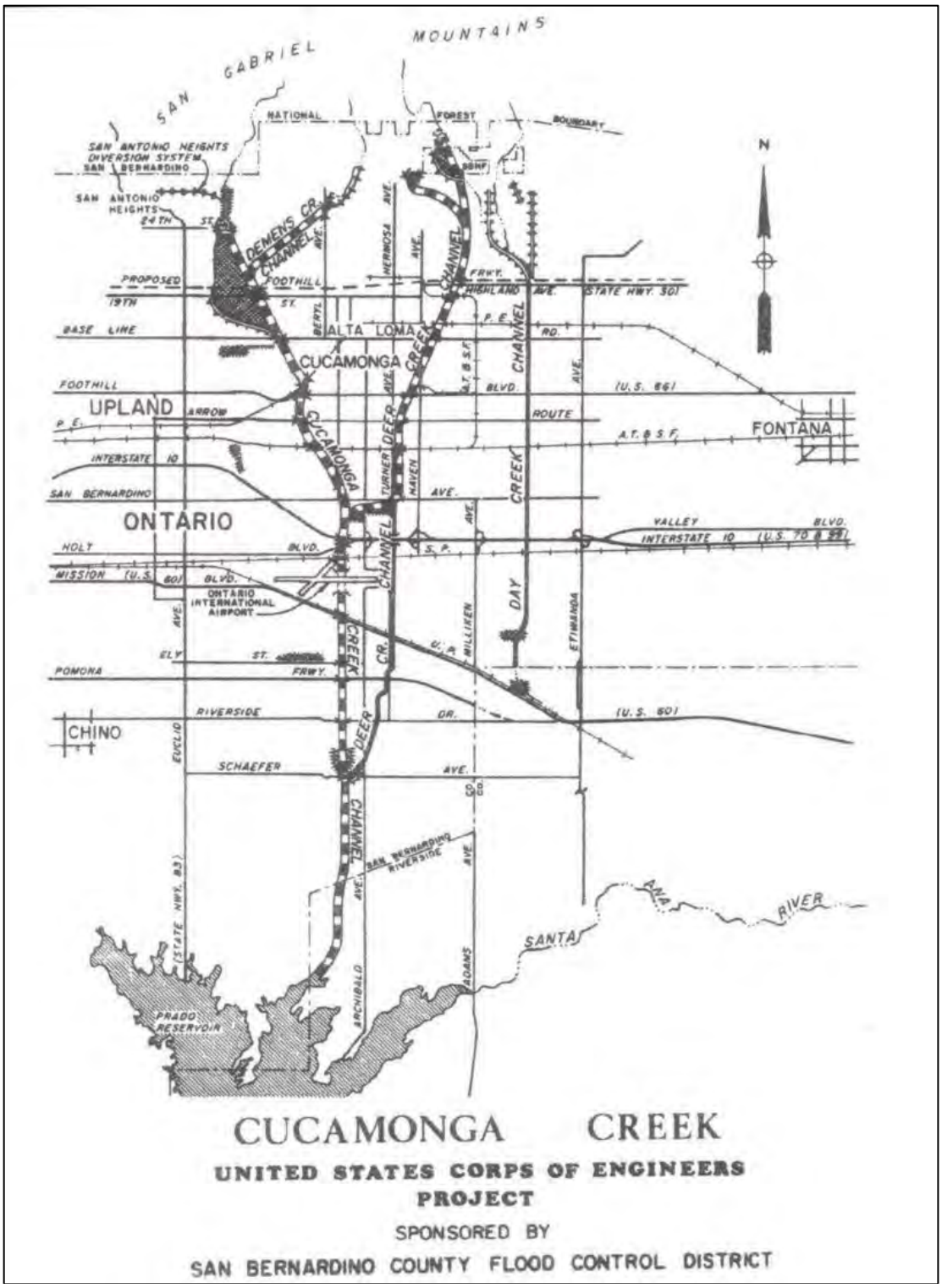


Figure 7. Corps Map of Cucamonga Creek Channel, 1976.

VI. SURVEY FINDINGS AND REGULATORY CONCLUSIONS

The APE, and its immediate environment, is characterized by low-density development including agriculture, residential, commercial, recreation, and industrial uses. The proposed construction project impacts an existing maintenance road immediately east and west of the Cucamonga Creek Channel, between Edison Avenue (Ontario Ranch Road) on the north and Eucalyptus Avenue on the south. The proposed work will be completed on the east and west bank of the channel, outside of the channel proper, but within the SBCFCD right-of-way. Maps delineating the APE survey boundaries, with proposed built environment improvement locations depicted, are included as **Appendix A.**

Survey Findings

No previously recorded sites are located within the APE. Three previously unrecorded sites, the Cucamonga Creek Flood Control Channel, the Cucamonga Creek Flood Control Channel Access Road, and the Cucamonga Creek Flood Control Channel Pedestrian Bridge, were documented and evaluated. These three built environment cultural resources are historically associated and located on the same Assessor's Parcel. As a result, these three sites were consolidated into a single recordation under the Cucamonga Creek Flood Control Channel, consistent with land ownership.

Table 1. Survey Summary Findings.

Assessor's Parcel No.	Direct / Indirect APE	Previously Recorded	Associated Built Environment Improvements	Year Built	CRHR Status Code
021823104	Direct APE	N/A	Cucamonga Creek Flood Control Channel	1975-1983	6Z
021823104	Direct APE	N/A	Cucamonga Creek Flood Control Channel Access Road – East and West of Channel	1975-1983	6Z
021823104	Direct APE	N/A	Cucamonga Creek Flood Control Channel Pedestrian Bridge	1975-1983	6Z

Cucamonga Creek Flood Control Channel | CRHR Status Code: 6Z

The evaluated parcel includes three primary improvements, one of which is the Cucamonga Creek Flood Control Channel itself. An asphalt road on both sides of the channel spans the entire length of the parcel and continues to the north and south parallel to the channel. The overall length of the Cucamonga Creek channel is approximately 14 miles, with an additional 12 miles associated with the Deer Creek channel and the Lower Deer Creek channel. The width and depth of the channel varies considerably across its entire length, as does the ROW for the project. The walls of the channel are predominantly vertical concrete walls, and the floor of the channel is flat concrete. There are some sections of the channel with trapezoidal walls. Some sections have a slope to one side of the channel. In addition to the channel, associated project features include bridges, culverts, reservoirs, and flooding grounds.

The ROW for the evaluated segment is 160-feet. The shape of the channel in the segment is trapezoidal with a width of the channel at the bottom of 70-feet. The overall width of the channel at the top is 150-feet. The width of the patrol roads on the east and west sides of the channel in the evaluated segment is 10-feet. At the north end of the evaluated segment is Edison Avenue (Ontario Ranch Road) which crosses the channel on a 31-foot-wide bridge. The bridge is supported in the channel by two concrete supports, curved in the upstream direction. There is a narrow access bridge at the middle of the evaluated section that is 15-feet-wide; it, too, is

supported by two concrete supports that are curved in the upstream direction. Downstream from Edison Avenue (Ontario Ranch Road) there are two storm drain inlets that convey water into the channel, one on each side of the channel. The Edison Avenue (Ontario Ranch Road) bridge is outside the APE and not evaluated here. The Cucamonga Creek Flood Control Channel Pedestrian Bridge is within the APE and evaluated separately below.

Work on controlling the flow of Cucamonga Creek began as early as 1925, when local water companies constructed rock walls in the upstream portion of the creek bed to slow and spread water flow. Additional spreading walls were constructed in this upstream area by 1928. Plans advanced in 1930 called for channelization like that of the current orientation. The SBCFCD completed an engineered channelization project between 1945 and 1949, creating a soft-bottom channel for the creek. Cucamonga Creek was completely channelized and controlled by the Corps between 1975 and 1983, which resulted in a modern, concrete flood control channel.

The Cucamonga Creek channel does not appear eligible for the NRHP or CRHR. While it is associated with a trend of events that allowed for the improvement of agricultural lands during the mid-twentieth century, and development of the area into an urban center during the late twentieth century, the channel itself is not directly responsible for these developments and did not play a significant role in the growth and development of the region. Rather, it is one of many factors in the overall trends of San Bernardino County historical development. The Cucamonga Creek channel is not directly associated with any historical events that have made a significant contribution to the broad patterns of our history (Criterion A/1). The Cucamonga Creek channel is not directly associated with the productive life of any person significant in our past (Criterion B/2). This concrete channel is relatively plain and utilitarian in nature, and its construction does not represent any innovative design or building technique. Therefore, it does not exhibit any distinctive characteristics or engineering merits that would suggest it is significant under Criterion C/3. Finally, the Cucamonga Creek channel does not have the potential to yield any information important to the study of twentieth century channel construction through intensive study of its design, materials, or construction methods (Criterion D/4).

Cucamonga Creek Flood Control Channel Access Road | CRHR Status Code: 6Z
The Cucamonga Creek Flood Control Channel Access Road spans the entire length of the channel on both the east and west sides. The width of the road on the top of the channel embankment in the evaluated segment is 10-feet. This pathway was a "patrol road" which was a thin asphalt road along the top of the embankment on each side of the channel. The original and current purpose was to provide access for maintenance and security vehicles. The Cucamonga Creek Flood Control Channel Access Road, with the existing chain link fence, was constructed from 1975 to 1983 as part of the Corps project to complete a concrete flood control channel for Cucamonga Creek.

The Cucamonga Creek Flood Control Channel Access Road does not appear eligible for the NRHP or CRHR. It is a narrow and thin asphalt "Patrol Road" associated with the Cucamonga Creek Flood Control Channel, constructed from 1975 to 1983. The access road, including the chain link fence, is a secondary feature that served to construct and later maintain the related modern flood control facility. As such, the access road is not considered significant in and of itself. Because the access road is associated with a cultural resource that does not meet the definition of an historic property pursuant to NHPA Section 106 and that of an historical resource under the CEQA Guidelines, it is not significant for its association with an eligible resource. The Cucamonga Creek Flood Control Channel Access Road has been found not eligible under NRHP / CRHR Criterion A / 1 as the property is not associated with significant events or patterns of events in state, regional, or local history; not eligible under Criterion B / 2 as the property has not been identified as having an association with an important person; not eligible under Criterion C / 3 as the property does not possess distinctive characteristics or engineering merits;

and is not eligible under Criterion D / 4 as further study of the property would not appear to yield information which could be considered important in local, regional, state, or national history.

Cucamonga Creek Flood Control Channel Pedestrian Bridge | CRHR Status Code: 6Z
The Cucamonga Creek Flood Control Channel Pedestrian Bridge spans the channel in the middle of the project area. The width of the road on the top of the channel embankment in the evaluated segment is 15-feet. The bridge is 160-feet long across the channel. It is supported by two concrete supports that are curved in the upstream direction. This concrete bridge served to provide access to a nearby farm homestead. A water pipe is attached to the south side of the pedestrian bridge; it is no longer connected and is not functional. The original and current purpose of the pedestrian bridge was to provide access for farm workers and farm vehicles. The Cucamonga Creek Flood Control Channel Pedestrian Bridge, with the existing chain link fence, was constructed from 1975 to 1983 as part of the Corps project to complete a concrete flood control channel for Cucamonga Creek.

The Cucamonga Creek Flood Control Channel Pedestrian Bridge does not appear eligible for the NRHP or CRHR. It is a narrow concrete bridge constructed from 1975 to 1983 to provide access for farm workers and vehicles to cross the channel. The pedestrian bridge, including the chain link fence, is a secondary feature that is not directly related to the modern flood control facility. The pedestrian bridge is not considered significant in and of itself because it is a simple and modern utilitarian structure. The pedestrian bridge does not meet the definition of an historic property pursuant to NHPA Section 106 and that of an historical resource under the CEQA Guidelines. Additionally, the Pedestrian Bridge is not significant for its association with an eligible resource. The Cucamonga Creek Flood Control Channel Pedestrian Bridge has been found not eligible under NRHP / CRHR Criterion A / 1 as the property is not associated with significant events or patterns of events in state, regional, or local history; not eligible under Criterion B / 2 as the property has not been identified as having an association with an important person; not eligible under Criterion C / 3 as the property does not possess distinctive characteristics or engineering merits; and is not eligible under Criterion D / 4 as further study of the property would not appear to yield information which could be considered important in local, regional, state, or national history.

Regulatory Conclusions

None of the improvements evaluated were considered eligible for the NRHP or CRHR by Urbana. None of the improvements evaluated appear to meet the definition of an historic property pursuant to NHPA Section 106 and that of a historical resource under the CEQA. As a result, Urbana concluded that the proposed Cucamonga Creek Multi-Use Trail project would not cause an effect to an historic property. In general terms, construction of the proposed project would involve demolition and improving and existing access road within the APE; however, the current access road does not appear eligible for listing in the NRHP / CRHR. Consequently, no specific historic property mitigation or treatment is recommended.

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ATTACHMENT E

PERSONNEL QUALIFICATIONS

PATRICK MAXON, M.A., RPA

Director | Cultural Services

VCS Environmental
EXPERTS IN STRATEGIC SOLUTIONS



EDUCATION

1994/MA/Anthropology/
California State University,
Fullerton
1987/BA/Psychology/Sociology
Towson State University,
Towson, MD

VCS TEAM MEMBER SINCE 2017

CERTIFICATIONS/TRAINING

Riverside County Transportation and Land Management Agency Certified Archaeologist (No. 226)

California Energy Commission Cultural Resources Specialist (2001)

Registered Professional Archaeologist (National)/No. 11468/Register of Professional Archaeologists

Orange County Certified Archaeologist (1999)

National Historic Preservation Act Section 106 Compliance Advanced Certification, 2002

Principal Investigator, Southern California/Bureau of Land Management

ABOUT

Patrick Maxon M.A., RPA is a Registered Professional Archaeologist with more than 29 years of experience in all aspects of cultural resources management, including prehistoric and historic archaeology, paleontology, ethnography, and tribal consultation. He has expertise in compliance with NEPA, CEQA, the National Historic Preservation Act (NHPA), the Archaeological Resources Protection Act, and the Clean Water Act, among others. Patrick has completed hundreds of cultural resources projects throughout Southern California and in Arizona and Nevada that have involved (1) agency, client, Native American, and subcontractor coordination and consultation; (2) treatment plans and research design development; (3) archival research; (4) field reconnaissance; (5) site testing; (6) data recovery excavation; (7) construction monitoring; (8) site recordation; (9) site protection/preservation; (10) mapping/cartography; (11) laboratory analysis; and (12) report production. He has managed projects within the jurisdiction of the USACE, the Bureau of Land Management, the Bureau of Reclamation, and other federal agencies that require compliance with Section 106 of the NHPA. He has also completed projects throughout Southern California under CEQA for State and local governments and municipalities, including Caltrans, the Department of General Services (DGS), the California Energy Commission, the California Department of Water Resources, the Los Angeles County Department of Public Works (LACDPW), the Los Angeles Department of Water and Power, the Los Angeles Unified School District, and others. Patrick meets the Secretary of Interior's standards for historic preservation programs for archaeology and is a Certified Archaeologist in Orange County and for the Riverside County Transportation and Land Management Agency.

SELECT EXPERIENCE/PROJECTS

Diamond Sports Complex, Lake Elsinore, CA: VCS is undertaking a cultural resources investigation that was initiated by developing a cultural resources monitoring plan with the Pechanga and Soboba Tribes. We subsequently commenced the controlled grading of site CA-RIV-4042 as required in the project mitigation measures. The project was suspended after the discovery of human remains. The City and tribes are consulting on the disposition of the burial.

Mission Trail Development, Lake Elsinore, CA: VCS completed cultural and paleontological resources monitoring, guided by a Cultural Resources Monitoring Plan that we developed, of grading for a housing development. Cultural resources recovered from the site were subsequently reburied on site by the Tribal monitors from the Pechanga and Soboba tribes. Two paleontological specimens: a pair of Mammoth ribs and a horse vertebra, were recovered and analyzed. As they were not museum quality specimens, they were made into a display by the project Applicant.

Home Sweet Home Development, Lakeland Village, CA: Project Manager for a Phase I cultural resources survey. The study consisted of (1) archaeological and paleontological records searches, (2) Native American consultation with the NAHC and subsequent communication with several tribes that wished to consult; (3) pedestrian survey of the project site; and (4) a technical report describing the results of the study and recommended mitigation measure for any potential impacts to resources. No resources were discovered.

Qualified Archaeologist- Secretary of Interior Standards and Guidelines of Professional Qualification & Standards for Archeology, as per Title 36, Code of Federal Regulations, Part 61/

PROFESSIONAL AFFILIATIONS

Pacific Coast Archaeological Society

Society for California Archaeology

Society for American Archaeology

Association of Environmental Professionals (OCAEP Board member since 2005)

Summerly Development Project Cultural Resources Monitoring, Lake Elsinore, CA: Project Manager for this project, which included grading for a drainage channel, a large sewer line, the subsequent residential development, and a 71-1cre detention basin. Patrick managed the placement and work of VCS monitors on the project and ensured that any discovery of cultural or paleontological resources was handled appropriately. Daily field notes describing the activities performed each day were maintained by monitors and were included in the final report. No cultural resources were observed or collected during monitoring activities; however, a large, important assemblage of Pleistocene fossils (bison, camel, mammoth, et al.) was recovered from the lake sediments and recently curated at the We4stern Science Center in Hemet

Godinho Dairy Project Phase I Cultural Resources Assessment, Eastvale, California. Mr. Maxon was the Cultural Resources Project Manager for the Godhino Dairy Project located in the City of Eastvale. He conducted a Phase I cultural resources study for the project, which included cultural and paleontological resources literature reviews, Native American scoping, and a pedestrian field survey of the project site. The site contains the extant remains of the Godinho Dairy which dates to at least the early 1960s. Three prehistoric archaeological sites are recorded within one mile of the project site; one (CA-RIV-2801) was recorded just a few hundred feet to the southeast. The Santa Ana River was used extensively by prehistoric populations of the area. Paleontologically sensitive Older Quaternary Alluvium likely lies at depth on the project site. No significant archeological resources were discovered on the project site during the survey. The extant Godinho Dairy complex appears to exceed 50 years of age and its recordation and evaluation as a historic resource was recommended. The proposed project would allow for development of the dairy property into a residential neighborhood.

La Rivera Drainage Project Cultural Resources Services, Riverside, California. Mr. Maxon served as the Cultural Resources Project Manager for the La Rivera Drainage Project located in the City of Riverside. The Phase I cultural resources study included (1) a cultural resources literature review of the project site at the Eastern Information Center (EIC) at the University of California, Riverside; (2) contact with the Native American Heritage Commission (NAHC) for a review of its Sacred Lands File and to obtain a list of Native American contacts for the project area; (3) preparation of informational letters to all the NAHC-listed contacts in order to ensure a good-faith effort of participation and (4) conducted a paleontological resources literature review for the project at the Natural History Museum of Los Angeles County (NHMLA). No cultural resources were discovered and no impacts are anticipated. The project proposed to improve existing drainage conditions within the La Rivera residential development and BonTerra Consulting prepared an Initial Study/Mitigated Negative Declaration (IS/MND) for its implementation.

Riverside Energy Resource Center Archaeological and Paleontological, and Biological Services, Riverside County. Mr. Maxon served as the Program Director for the archaeological, paleontological, and biological services at the Riverside Energy Resource Center in Riverside County. He managed all aspects of the archaeological, paleontological, historic, and biological surveys of the power plant site and its associated transmission lines and pipelines; he also coordinated monitoring the power plant site and its associated facilities. Mr. Maxon maintained client contacts, coordinated with the California Energy Commission, and communicated with the Riverside public utilities. In addition, he conducted cultural resources surveys and monitoring, completed the cultural resources survey report, and wrote monthly cultural resources monitoring reports and a final project report.

Biological and Cultural Resources Surveys, Jurisdictional Delineations, Track Upgrade from Thermal to Araz. Mr. Maxon was the Cultural Resources Project Manager for the Biological and Cultural Resources Surveys, Jurisdictional Delineations, and Track Upgrade from Thermal to Araz. The project began by consulting and coordinating with local, State, and/or federal agencies (as appropriate); the State Historic Preservation Officer (SHPO); the Union Pacific Railroad (UPRR); and other relevant agencies to develop a Programmatic Memorandum of Agreement (MOA) to consider the cultural resources associated with the project. Mr. Maxon and his crew conducted an intensive 100 percent pedestrian cultural resources survey of the area of potential effect (APE) in transects. Initial Native American consultation and bridge and culvert recordation were provided. There are approximately 609 structures (bridges and culverts) in the project area, of which 512 were built between 1903 and 1960 and are considered historic. An Architectural Historian visited each structure and produced a Primary Record (DPR 523A) and a Location Map (DPR523J).

Desert Ranch Project Cultural Survey, Riverside County. Mr. Maxon served as the Project Manager for the Desert Ranch Project, which consists of approximately seven square miles of desert overlooking the Salton Sea. He helped to provide a Phase I Cultural Resource Inventory for the Client, which entailed a walk of the entire property to survey for archaeological sites. Over 40 sites were recorded and excavation of several is anticipated. In addition to conducting surveys, Mr. Maxon met with the local Indian tribe, the Torres-Martinez Band of Cahuilla Indians, regarding this project.

Lake Elsinore East Lake Specific Plan Amendment Area Cultural Resources Services, City of Lake Elsinore. Mr. Maxon was the Project Manager of the Lake Elsinore East Lake Specific Plan Amendment Area. He was responsible for the assessment of known cultural resources and preparation of final report.

Encino Water Quality Improvement Program Archaeological Monitoring, Encino. As the Project Manager for the Encino Water Quality Improvement Program, Mr. Maxon monitored excavations for pipelines.

Stone Canyon Water Quality Improvement Project Prehistoric Cultural and Biological Resources Investigation and Monitoring, City of Los Angeles. Mr. Maxon was the Project Manager for the Stone Canyon Water Quality Improvement Project in Los Angeles County and was responsible for reconnaissance and report preparation.

Salton Sea Solar Evaporation Pond Pilot Project Archaeological Survey, Imperial County. Mr. Maxon was the Project Manager of the Salton Sea Solar Evaporation Pond Pilot Project. He conducted a field reconnaissance and produced a final report.

East Branch Extension Phase II Water Pipeline Project, Mentone. Mr. Maxon was the Cultural Resources Manager for the East Branch Extension Phase II Water Pipeline Project. The project involved the preparation of all CEQA/NEPA environmental documents, the acquisition of regulatory permits, and construction monitoring. Mr. Maxon was responsible for a full range of cultural resources services including historic, prehistoric and paleontological archival research, field surveys, evaluation of resources, and report preparation 6th Street Viaduct Project, Los Angeles. As Cultural Resources Project Manager, Mr. Maxon was responsible for coordinating with the California Department of Transportation's (Caltrans's) District 7 on the previously submitted draft Archaeological Survey Report (ASR) and the project's Area of Potential Effects (AEP) and completing the ASR and Environmentally Sensitive Area (ESA) Action Plan, which included several revisions, for the proposed project. The ESA Action Plan was developed to protect an archaeological site that was recorded within the AEP. The plan entails

surrounding the site with fencing during construction and monitoring of construction in the vicinity of the site.

Saddleback Meadows Development Archaeological Test Excavations, Orange County. Mr. Maxon was the Program Director of archaeological test excavations for the Saddleback Meadows Development Project. He performed test excavations of ten prehistoric archaeological sites and developed a treatment plan and research design in compliance with Section 106 of the NHPA for two sites (CA-ORA-710 and CA-ORA-711). Mr. Maxon conducted test excavations on two additional sites (CA-ORA-1435H and CA-ORA-1437), a data recovery excavation (CA-ORA-711), and laboratory and report preparation. Additionally, he developed a testing plan to evaluate two prehistoric sites (CA-ORA-713 and CA-ORA-715), managed the excavation of those sites, and maintained budgets and relations with the client (TPG Management) and the USACE.

Orange County Water District On-Call Environmental Analyses Services, Orange County, CA: Cultural Resources Manager for the On-Call Contract. Mr. Maxon has provided environmental analyses services on an as-needed basis as part of on-call contracts with the Orange County Water District since 2010. Representative cultural resources task orders completed as part of the on-call contracts, include the following:

- La Palma Recharge Basin, Anaheim, CA
- Prado Basin Mitigation Sites, Orange County, CA
- Fletcher Basin Improvement Project Cultural and Paleontological Resources Mitigation Monitoring Plan, City of Orange, CA
- Centennial Park Injection Well Project, Santa Ana, CA
- EW-1 Groundwater Containment and Treatment Project, City of Fullerton, CA.
- Santiago Recharge Basin Project, Orange, CA

CARRIE LAMBERT

Project Manager I | Senior Archaeologist

VCS Environmental
EXPERTS IN STRATEGIC SOLUTIONS



YEARS OF EXPERIENCE
20

YEARS WITH VCS
5

EDUCATION
B.S. Anthropology, University of California at Riverside, CA, 1998

Associates of Art Degree, Anthropology, San Diego City College, CA, 1993

Associates of Art Degree, Commercial Art, San Diego City College, CA 1991

Carrie Lambert has over 20 years of experience in archaeology and paleontology. Prehistoric and historic experience, worked in the lab analyzing and identifying artifacts and shells, artifact curation, report editing, writing, data entry, photography in the field and in the lab, lithic illustrator, field excavation, site testing, data recovery excavation, artifact analyses, archival research, construction monitoring, lab technician archaeological and paleontological, fossil preparator, micro fossil preparator, marine identification and preparator, fossil and artifact curation, excavation and plaster-jacketing of fossil bones, extensive survey work in archaeology and paleontology, and mapping of sites.

SELECT PROJECTS

CLAY STREET | JURUPA VALLEY, CA

The Clay Street project consists of a residential property, Carrie is the lead. archaeological and paleontological monitor.

THE BROOKSIDE TTM NO. 72798 RESIDENTIAL PROJECT | WALNUT, CA

The Brookside Project requests approval of a Tentative Tract Map 72798 and Site Plan Approval to allow for the development of a 28-unit single-family detached housing project on approximately 25.84 acres of land. The project site is identified by Assessor's Parcel Numbers 8709-093-001, -002, and -003. Carrie is the lead archaeologist who worked on conducting an archeological survey of the property.

MCLAUGHLIN VILLAGE TRACT 26937 | MENIFEE, CA

McLaughlin Village proposes development of a subdivision of approximately 14.76 acres into 126 single-family, detached townhome units. The subdivision also creates allocated areas for recreational open space, open space/entry monuments, 416 parking spaces, and landscaping. Carrie is the lead archaeological and paleontological monitor.

DIAZ ROAD | TEMECULA, CA

The project site consists of 7.23 acres and is located at 27635 Diaz Road within the City of Temecula. The project site is currently being used as a parking area and for outdoor storage. There are no existing buildings on the site. The site is improved with existing utility service systems. Carrie is the lead archaeological and paleontological monitor.

GIERSON RANCH PROJECT (WASHINGTON/ADAMS AVENUES) | MURRIETA, CA

The Gierson Ranch Project on Washington and Adams Avenues consists of a 107-unit single-family detached condominium subdivision plus 78 attached, junior accessory dwelling units. VCS completed a Phase I Cultural Resources Study including archaeological and paleontological records searches at the Eastern Information Center and the Western Science Center respectively; consulted with the Native American Heritage Commission, and prepared a report. Carrie completed a pedestrian survey of the site. The significant built environment (Ranch house) located adjacent to the site was avoided by the project. Carrie also performed an archaeological survey.

MORENO VALLEY IRIS PARK | MORENO VALLEY, CA

The 10.82-acre Iris Park Project consisted of the construction of 81 single-family residences, as well as onsite roadways and sidewalks, a detention basin, common open space, and private open space areas. Carrie was the lead archaeological and paleontological monitor and represented VCS in the preconstruction meeting to discuss the proposed monitoring and monitored project excavations, per VCS's Cultural Resources Monitoring Plan, in native younger alluvial sediments/soils and the paleontologically sensitive older alluvial sediments. Carrie worked in cooperation with Tribal monitors from the Pechanga Band of Luiseño Indians, and Soboba.

TIERRA DEL SOL DEVELOPMENT | RIVERSIDE COUNTY, CA

The Tierra del Sol Project was located within unincorporated Riverside County. The subdivided 16.6-acre lot will be divided into 141 residential lots. Carrie completed sensitivity training at the preconstruction meeting and was lead archaeological and paleontological monitor, along with Tribal monitors. A small number of sediment matrix was collected and processed for micro fossils by Carrie.

SUMMERLY PROJECT: HYDROGEOLOGIC MONITORING AND DRONE SURVEYING | LAKE ELSINORE, CA

The project consisted of building a large detention basin. Carrie monitored, found fossils, and curated them at the Western Science Center, as well as analyzed fossils and screened sentiment.

PACIFIC MAYFIELD CULTURAL MONITORING| MENIFEE, CA

Carrie was the lead archaeological and paleontological monitor for a large housing development in Menifee with 110.9 acres of housing development. Carrie attended pregrade and safety meetings, mapping prehistoric milling features, and drafted daily monitoring reports. She monitored mass grading of the removal of soils and sediment from the project site, the storm drains and street improvement. She also ensured the protection and preservation of prehistoric milling features discovered during the monitoring. They will be preserved in place onsite.

RANCHO DIAMANTE | HEMET, CA

Carrie is the lead archaeological and paleontological monitor and lab coordinator for approximately 45 acres of mass grading of the project site. Carrie was the lead in fossil findings and recovery, jacketing fossils, washing matrix, Lab technician, washing sediments, picking for micro fossils, and the preparator of the fossils recovered.

MISSION TRAIL APARTMENTS | LAKE ELSINORE, CA

Mission Trail Apartments Project was a residential development in the City of Lake Elsinore. Carrie monitored and recovered fossils and artifacts. Artifacts were then reburied.

FRENCH VALLEY | FRENCH VALLEY AND RIVERSIDE COUNTY, CA

French Valley Tract 37028 is a proposed Schedule "A" subdivision of 43.91 acres into 154 single-family residential lots with a minimum lot size of 4,696 square feet, three water quality basins and one drainage basin. Carrie monitored and assisted with relocation of a bedrock milling feature.

MOUNTAIN VIEW AVENUE STRUCTURE | RIVERSIDE, CA

Carrie was the lead archaeologist and paleontological monitor for the bridge project. She recovered and catalogued historic artifacts recovered as well as photographed and aided in identification of historic artifacts.

DIAMOND SPORTS | LAKE ELSINORE, CA

Carrie was the lead archaeological and paleontological monitor. She provided data recovery, recovered artifacts from the archaeological site, mapped the site, GPS artifacts associated with the site, catalogued artifacts and data entry in Excel.

MEMORANDUM

URBAN CROSSROADS

DATE: July 13, 2023
TO: Sage McCleve, Lewis Management Corp.
FROM: Alex So, Urban Crossroads, Inc.
JOB NO: 14759-02 VMT

PARKSIDE SPECIFIC PLAN AMENDMENT VEHICLE MILES TRAVELED (VMT) ANALYSIS

Urban Crossroads, Inc. is pleased to provide the following Vehicle Miles Traveled (VMT) Analysis for the Parkside Specific Plan Amendment (**Proposed Specific Plan**). The Parkside Specific Plan is bounded by Ontario Ranch Road to the north, Carpenter Avenue to the south and Archibald Avenue to the east in the City of Ontario.

PROJECT OVERVIEW

It is our understanding that the Project is to consist of amending the Parkside Specific Plan (**Approved Specific Plan**). A land use map for the Approved and Proposed Specific Plan can be found in Attachment A. A summary of the proposed and approved specific plan land uses can be found in Table 1.

TABLE 1: PROPOSED AND APPROVED SPECIFIC PLAN LAND USE SUMMARY

Product Type	Approved	Proposed	Net Change
Single Family Detached	615 DU	804 DU	189 DU
Low-Rise Residential Condominium/Townhouse	1,332 DU	2,047 DU	715 DU
Shopping Center	115.00 TSF	15.00 TSF	(100.00) TSF

[1] DU = dwelling units; TSF = thousand square feet

BACKGROUND

The California Environmental Quality Act (CEQA) requires all lead agencies to adopt VMT as the measure for identifying transportation impacts for land use projects. To comply with CEQA, in June of 2020 the City of Ontario developed and adopted their own VMT methodologies and thresholds (Resolution No. 2020-071) (**City Guidelines**) (1). This VMT analysis has been developed based on the adopted City Guidelines.

VMT ANALYSIS

ANALYSIS APPROACH

As noted previously, the Proposed Specific Plan is an amendment to an approved Specific Plan. Therefore, this VMT analysis compares the VMT generated by the Proposed Specific Plan to the Approved Specific Plan.

TRAFFIC MODELING METHODOLOGY

The City Guidelines identifies the San Bernardino Traffic Analysis Model (SBTAM) as the appropriate tool for conducting VMT analysis for land use projects in the City of Ontario, as it considers interaction between different land uses based on socio-economic data, such as population, households, and employment. The calculation of VMT for land use projects is based on the total number of trips generated and the average trip length of each vehicle. The City of Ontario has recently adopted an updated version of SBTAM also known as The Ontario Plan (**TOP 2050**) model, which contains updated roadway network and socio-economic data within the City of Ontario consistent with the City's recently adopted TOP and includes a base year of 2019 and a General Plan Buildout of 2050. The TOP 2050 model is consistent with the model used to develop the City's VMT impact thresholds described in the City Guidelines, therefore, the vehicle trips and average daily trip length for the currently Approved Specific Plan and Proposed Specific Plan are model derived from the TOP 2050 model. Urban Crossroads has obtained the TOP 2050 model from the City of Ontario.

VMT ANALYSIS METHODOLOGY

For the purposes of this analysis, Project generated VMT has been estimated using the Origin/Destination method and Boundary method. Consistent with City VMT Guidelines, VMT has been presented as total VMT and total VMT per Service Population (i.e., population and employees). Total VMT represents all VMT generated in the City of Ontario on a typical weekday. Total VMT per service population is an efficiency metric representing VMT generated on a typical weekday per person who lives and/or works in the City or travels to the City for another purpose.

ORIGIN/DESTINATION VMT METHOD

The Origin/Destination (OD) method for calculating VMT sums all weekday VMT generated by trips with at least one trip-end in the study area and tracks those trips to their origin or destination. Origins are all vehicle trips that start in a specific traffic analysis zone, while destinations are all vehicle trips that end in a specific traffic analysis zone. The OD method accounts for all trips (i.e., both passenger cars and trucks) and trip purposes (i.e., total VMT) and therefore provides a more complete estimate of VMT.

BOUNDARY VMT METHOD

The boundary method is the sum of all weekday VMT on the roadway network within a designated boundary (i.e., City boundary or other designated geographic area). The boundary method estimates VMT by multiplying vehicle trips on each roadway segment within the

boundary by that segment's length. This approach consists of all trips, including those trips that do not begin or end in the designated boundary.

PROJECT VMT ESTIMATES

To estimate OD Project generated VMT, standard land use information such as building square footage must first be converted into a TOP 2050 model compatible dataset. The TOP 2050 model utilizes socio-economic data (SED) (e.g., population, households, and employment) for the purposes of vehicle trip estimation. Table 1 summarizes the SED inputs used to represent the Project. SED data was then coded into a separate TAZ to isolate project generated VMT and the boundary VMT for each (Approved Specific Plan and Proposed Specific Plan) of the scenarios. The project effect on VMT was performed using boundary VMT within the City of Ontario. In addition, as the Project is located near the southeastern edge of the City of Ontario, an additional assessment of a 10-mile boundary area surrounding the Project site has also been conducted to ensure trips associated with the project site are not omitted.

TABLE 3: VMT RESULTS

	Approved Specific Plan	Proposed Specific Plan
Households	1,947	2,851
Population	6,815	9,979
Employment	271	35
Service Population	7,086	10,014
Total OD VMT	137,718	133,318
OD VMT/SP	19.44	13.31
City Boundary VMT	9,604,254	9,601,937
City Boundary VMT/SP	13.61	13.55
10-Mile Boundary VMT	33,922,937	33,927,689
10-Mile Boundary VMT/SP	16.01	15.99

Origin/Destination VMT Findings

The Proposed Specific Plan includes 904 additional dwelling units and the reduction of 100,000 square feet of commercial as compared to the Approved Specific Plan, which results in a reduction of vehicle trips and a reduction in total OD VMT. Total OD VMT divided by the Project's SP also results in a lower OD VMT per service population for the Proposed Specific Plan as compared to the Approved Specific Plan, which indicates a more efficient land use plan when incorporated with the complementary land uses in the surrounding area as compared to the Approved Specific Plan.

Boundary Method VMT Findings

Boundary VMT is lower under the Proposed Specific Plan conditions in both the City of Ontario boundary and 10-mile radii boundary of the Project location. Subsequently, the Boundary VMT per service population is also lower under the Proposed Specific Plan, which also indicates a more efficient land use plan when incorporated with the complementary land uses in the surrounding area as compared to the Approved Specific Plan.

SUMMARY

The Proposed Specific Plan would increase residential density by 904 dwelling units and reduce commercial intensity by 100,000 square feet as compared to the Approved Specific Plan and result in a reduction in VMT per service population as compared to the Approved Specific Plan. As noted in the Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity (CAPCOA, 2021) "Increasing residential densities affect the distance people travel and provide greater options for the mode of travel they choose. Increasing residential density results in shorter and fewer trips by single-occupancy vehicles and thus a reduction in GHG emissions."[1] This analysis indicates that the Proposed Specific Plan is more efficient from a VMT perspective as compared to the Approved Specific Plan and results in a less than significant impact.

If you have any questions, please contact me directly at aso@urbanxroads.com.

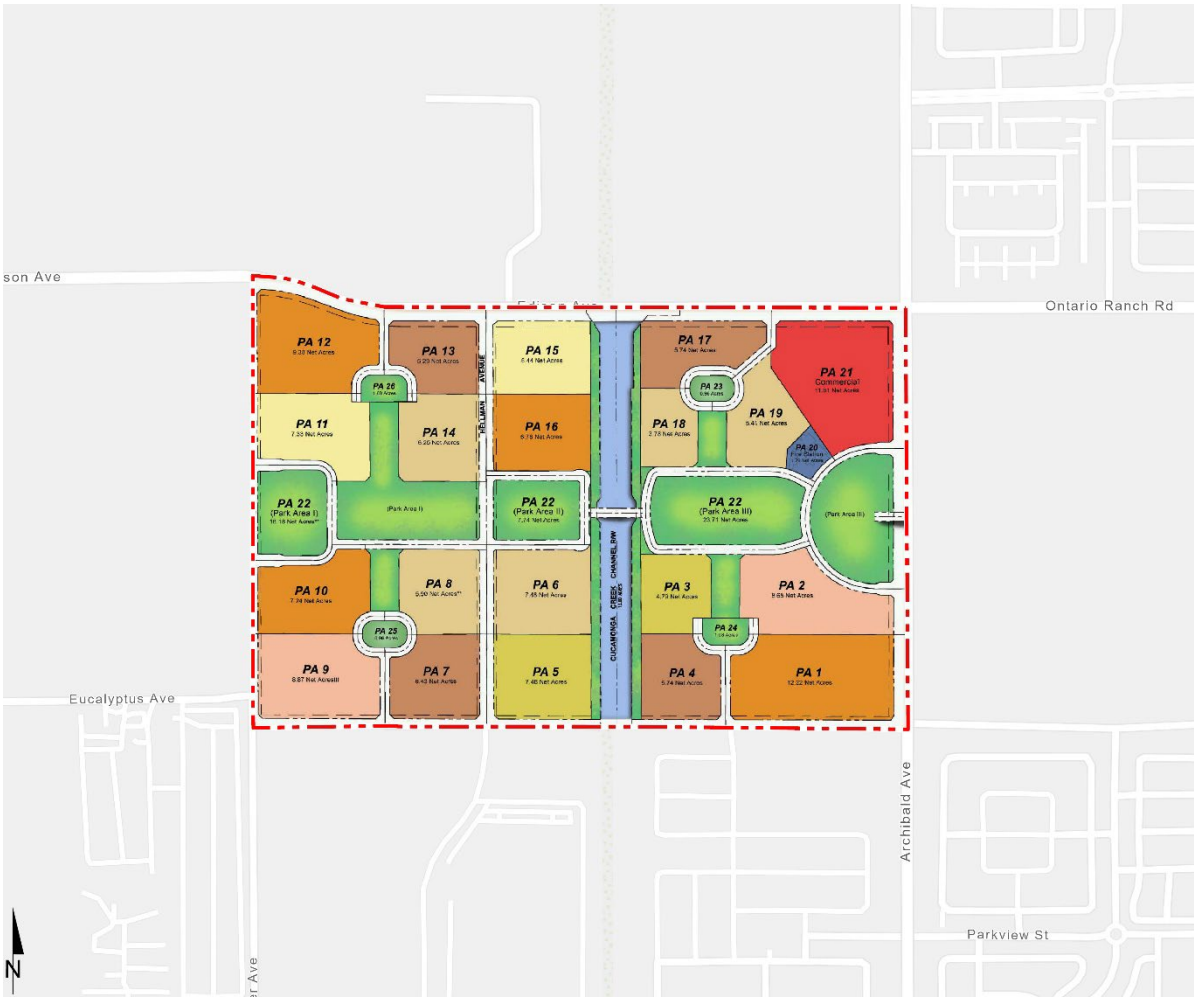
[1] CAPCOA 2021; Page 70

REFERENCES

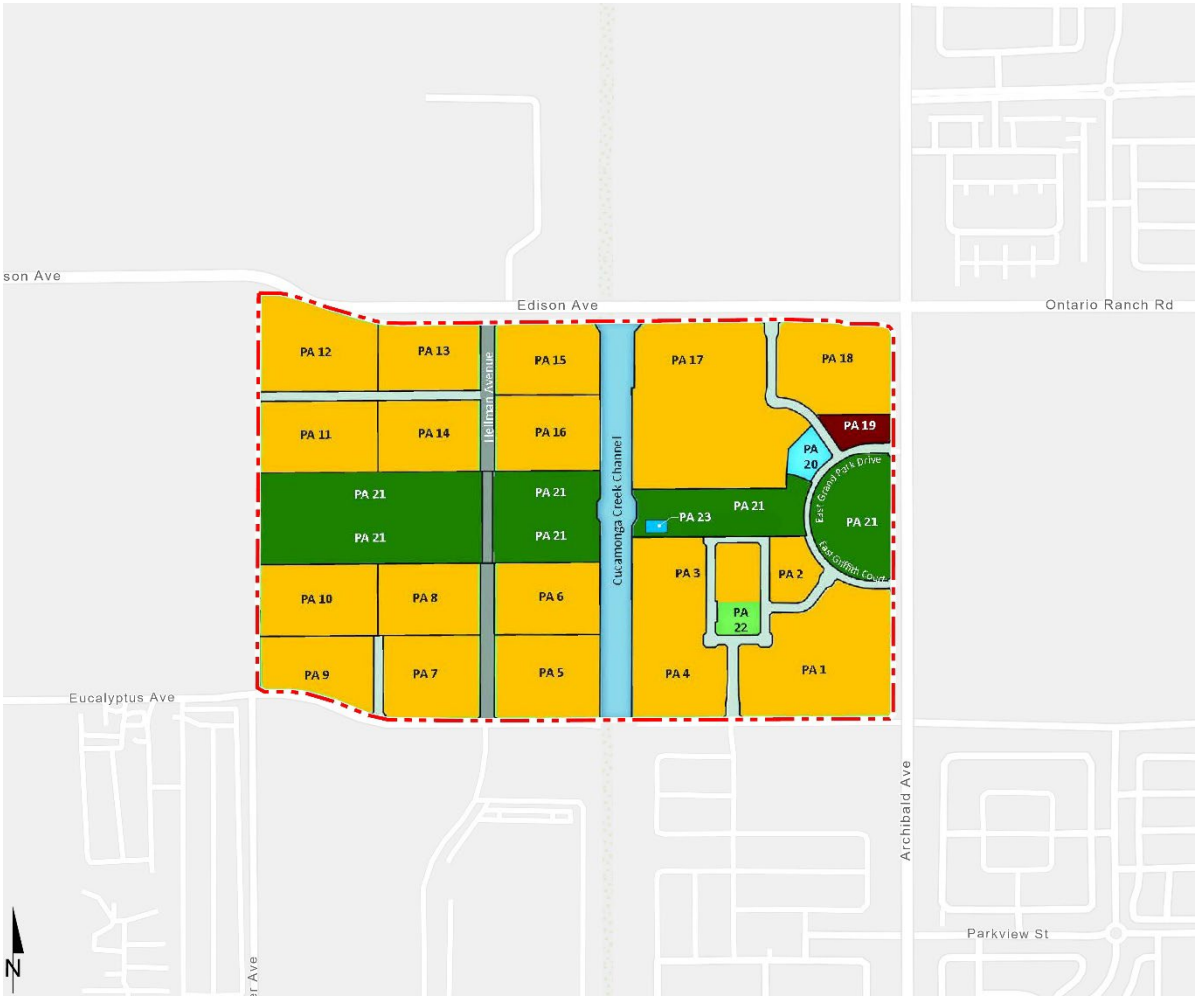
1. **City of Ontario.** *SB 743 VMT Thresholds.* City of Ontario : s.n., June 2020.

ATTACHMENT A
LAND USE MAPS

APPROVED EIR LAND USE MAP



PROPOSED LAND USE MAP



ALBERT A. WEBB ASSOCIATES



WATER SUPPLY ASSESSMENT AND WRITTEN VERIFICATION OF SUFFICIENT WATER SUPPLY

PARKSIDE SPECIFIC PLAN AMENDMENT, CITY OF ONTARIO

Prepared for:

ONTARIO MUNICIPAL UTILITIES COMPANY

June 15, 2022

W.O. 2022-0076

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W.O.: 2022-0076

June 15, 2022

Christopher Quach, P.E.
Senior Associate Engineer
ONTARIO MUNICIPAL UTILITIES COMPANY
1425 S. Bon View Avenue
Ontario, CA 91761

Re: Water Supply Assessment and Written Verification of Sufficient Water Supply for Parkside Specific Plan Amendment

Dear Mr. Quach,

Pursuant to our agreement and notice to proceed received on March 28, 2022, transmitted herewith is the Water Supply Assessment (WSA) and Written Verification (WV) for the subject project prepared pursuant to Senate Bill 610 and Senate Bill 221.

Sincerely,

ALBERT A. WEBB ASSOCIATES

Melinda Weinrich
Senior Environmental Analyst

Sam I. Gershon, RCE
Senior Vice President

REGISTERED PROFESSIONAL ENGINEER
SAM I. GERSHON
NO. C14489
CIVIL
STATE OF CALIFORNIA

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B 2020 City of Ontario Water Master Plan Update

C 2020 City of Ontario Recycled Water Master Plan Update

D The Metropolitan Water District of Southern California 2020 UWMP

E Inland Empire Utilities Agency (IEUA) 2020 UWMP

F Water Facilities Authority (WFA) 2020 UWMP

G Chino Basin Desalter Authority 2020 UWMP

H San Antonio Water Company 2020 UWMP

I IEUA Resolution No. 2014-12-1

J 1985 Installment Purchase Agreement Relating to WFA Water Treatment Plan by and between WFA and the City of Ontario

K WFA Ordinance No. 99-07-02

L 2003 Local Agency Agreement by and between IEUA and the City of Ontario

M Chino Basin 1978 Judgment and amendments thereto.

N City of Fontana 2008 Agreement Regarding Transfer of Right of First Purchase of Recharged Reclaimed Water

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SB 610 WATER SUPPLY ASSESSMENT

SECTION 1 - INTRODUCTION

Senate Bill 610 (SB 610) was signed into California state law with an effective date of January 1, 2002. SB 610 amended existing legal requirements for confirmation of water supply sufficiency as a condition of approval for development projects. The confirmation of water supply sufficiency is achieved through an assessment of the water supplier's existing and future water sources, and existing and projected water demand in relation to a "project" as defined by California Water Code (CWC) section 10912, resulting in the production of a project-specific Water Supply Assessment ("WSA" or "Assessment"). Additional analysis is required in the WSA if any portion of the water supply includes groundwater. The WSA is prepared and adopted by the water supplier and included in the California Environmental Quality Act (CEQA) analysis for the project. The CEQA Lead Agency must then independently determine, based on the entire record, whether water supplies will be sufficient to satisfy the demands of the project, in addition to existing and planned future uses (CWC section 10911). The WSA is not a commitment to serve the proposed project.

Law

CWC section 10910:

> *(a) Any city or county that determines that a project, as defined in Section 10912, is subject to the California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code) under Section 21080 of the Public Resources Code shall comply with this part.*

CWC section 10912:

For the purpose of this part, the following terms have the following meanings:

(a) "Project" means any of the following:

(1) A proposed residential development of more than 500 dwelling units.

(2) A proposed shopping center or business establishment employing more than 1,000 persons or having more than 500,000 square feet of floor space.

(3) A proposed commercial office building employing more than 1,000 persons or having more than 250,000 square feet of floor space.

(4) A proposed hotel or motel, or both, having more than 500 rooms.

(5) A proposed industrial, manufacturing, or processing plant, or industrial park planned to house more than 1,000 persons, occupying more than 40 acres of land, or having more than 650,000 square feet of floor area.

(6) A mixed-use project that includes one or more of the projects specified in this subdivision.

(7) A project that would demand an amount of water equivalent to, or greater than, the amount of water required by a 500 dwelling unit project.

1.1 Purpose

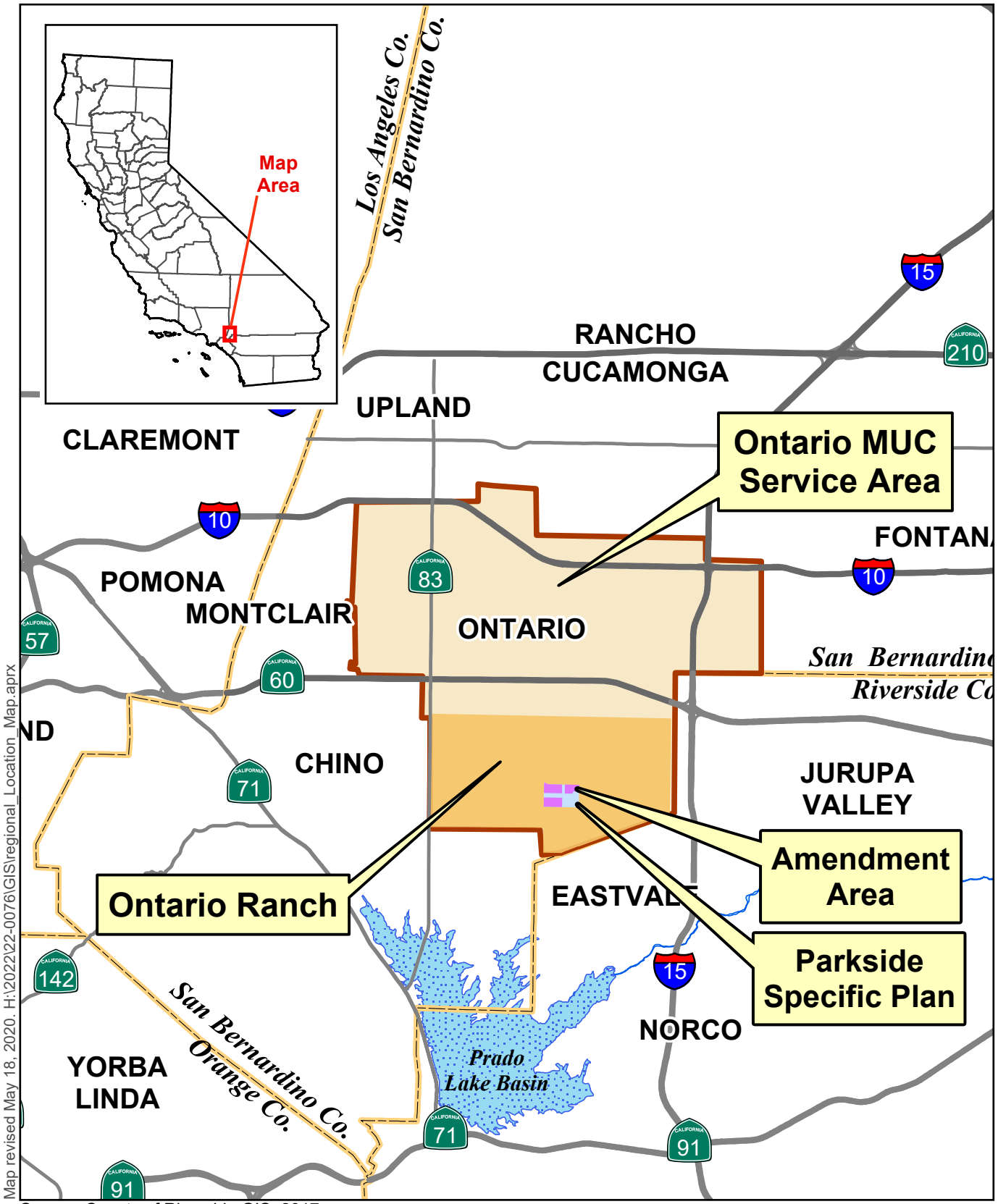
The Ontario Municipal Utilities Company (OMUC) is a department of the City of Ontario (City) and the water supplier to the City. OMUC commissioned this Assessment from Albert A. Webb Associates (WEBB) on March 28, 2022, to answer the following key question pursuant to SB 610: whether the projected supply for the next 20 years, based on normal, single dry and multiple dry years, will meet the demand projected for the project plus existing and planned future uses, including agricultural and manufacturing uses.

1.2 Background

The Parkside Specific Plan was adopted in Ontario City Council on August 15, 2006. It was amended by the City on July 20, 2009, relating to PSPA09-001 and on June 16, 2020, relating to PSA R2020-82/EIR Addendum R2020-081. The Parkside Specific Plan is located in the area south of Ontario Ranch Road, north of Eucalyptus Avenue, west of Archibald Avenue, east of Carpenter Avenue and split by the Cucamonga Creek Channel, within the City of Ontario's 8,200-acre Ontario Ranch (previously referred to as the New Model Colony [NMC]) (**Figure 1 - Regional Map**). The original 2009 Parkside Specific Plan allowed for up to 1,947 dwelling units on former dairy and agricultural lands (SPA, p. 1-7). The most recent Specific Plan Amendment in 2020 allows for up to 1,947 units at 18.20 units per gross acre (*ibid*). Currently, the approved Parkside Specific Plan encompasses approximately 251 gross acres. An aerial map of the Project as shown in **Figure 2 – Aerial View**.

On June 15, 2021, the City adopted its *2020 Urban Water Management Plan* (UWMP) (Resolution No. 2021-059), a copy of which is located in Appendix A.[1] The City recently prepared updates to its *Water Master Plan* and *Recycled Water Master Plan* in June 2020, which include the current unit water demand factors for potable and recycled water as well as ultimate buildout water demand projections (AKM and Stantec, respectively). The projected water demands of the 2020 UWMP are based on the City's 2020 master plan updates (pertinent excerpts of the master plans are located in Appendix E and K of the 2020 UWMP). The Specific Plan Land Use Plan that was used in the master plan updates and 2020 UWMP is shown in **Figure 3 – Land Use Plan Used for 2020 UWMP Projections.** Copies of the master plans are located in Appendix B and Appendix C.

[1] The City Council also passed on June 15, 2021, Resolution No. 2021-061 to amend the 2015 UWMP to reflect consistency with the Delta Plan, and Resolution No. 2021-060 to adopt the 2020 Water Shortage Contingency Plan.

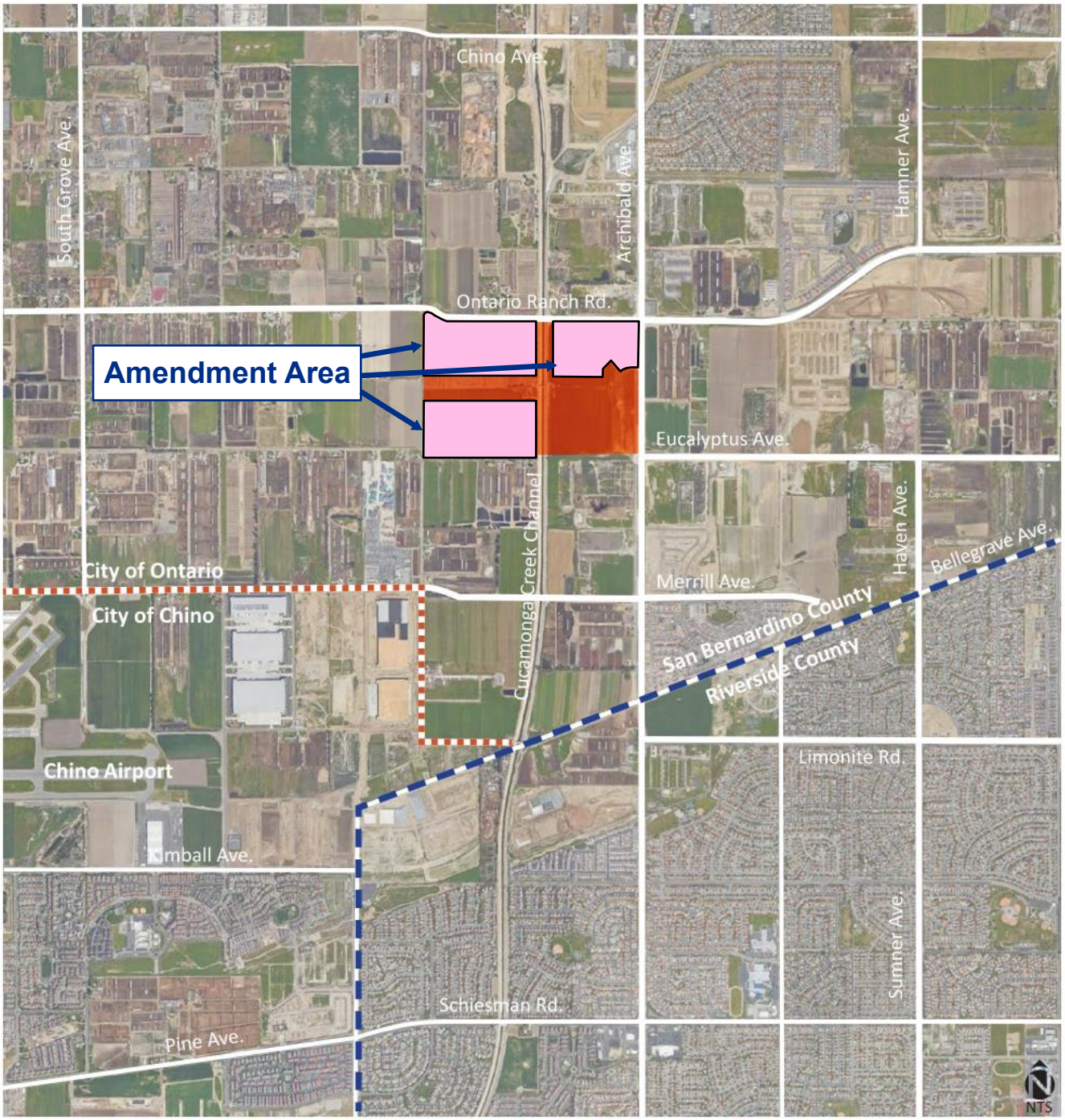


Map revised May 18, 2020. H:\2022\22-0076\GIS\regional_Location_Map.aprx

Source: County of Riverside GIS, 2017

Figure 1 – Regional Location Map
Parkside Specific Plan Amendment
Water Supply Assessment

ALBERT A. WEBB ASSOCIATES



Legend

- Specific Plan Site
- County Boundaries
- City Boundaries

\\elsinore\WO4\2022\22-0076\GIS\aerial_map\aerial_map.aprx Map created 26 May 2022

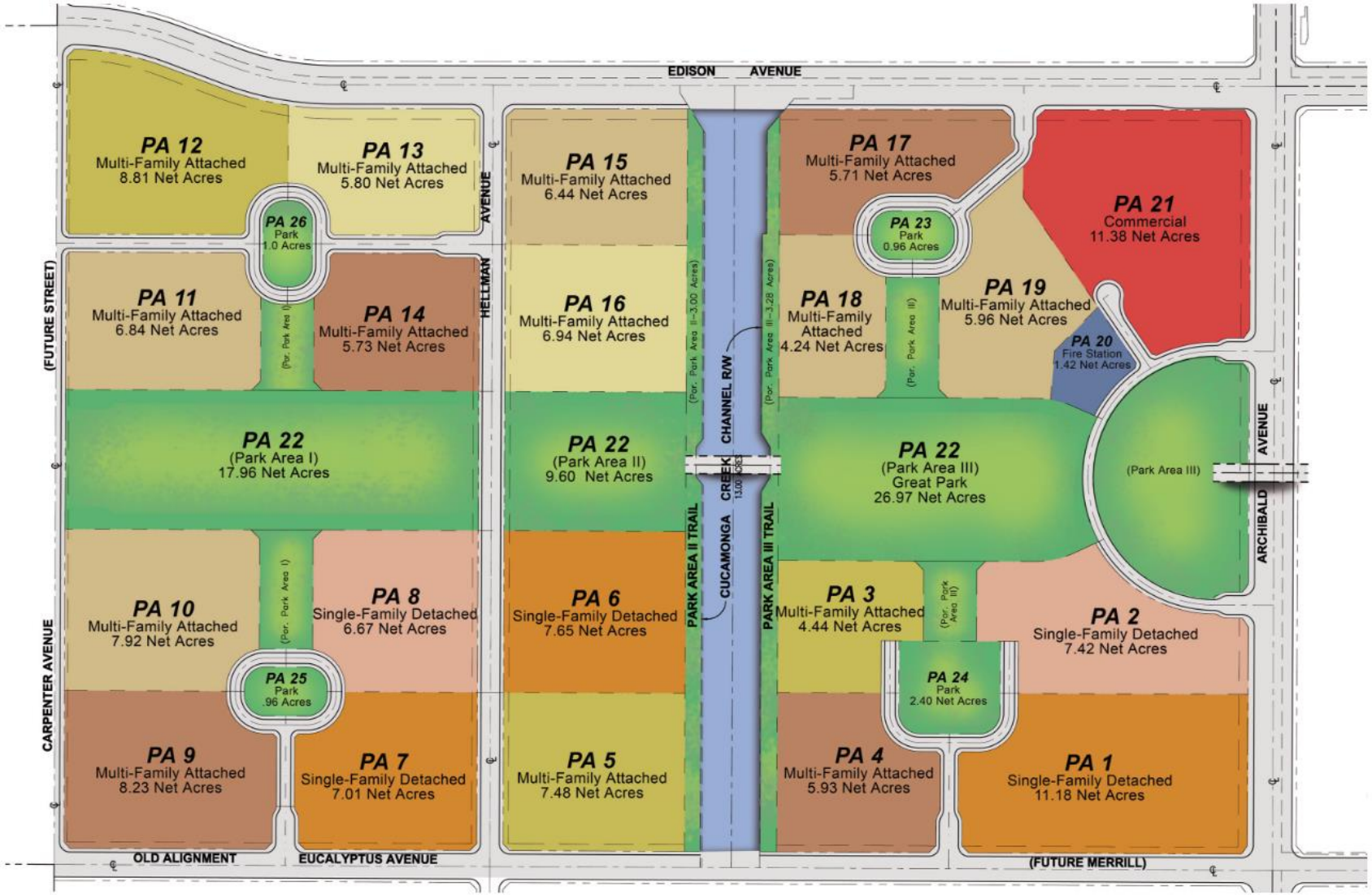
Source: Parkside Specific Plan exhibit 1-2

NTS

Figure 2 - Aerial View

Parkside Specific Plan Amendment
Water Supply Assessment

ALBERT A. WEBB ASSOCIATES



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Source: Parkside Land Use Specific Plan (2006)

Figure 3 - Land Use Plan Used for 2020 UWMP Projections

Parkside Specific Plan Amendment
Water Supply Assessment

ALBERT A. WEBB ASSOCIATES

1.3 Proposed Project

The City is preparing an amendment to the Parkside Specific Plan that would modify the existing land use designations in Planning Areas (PA) 5 through 18 to increase the maximum allowable densities and allow for up to an additional 903 units (an increase from 1,947 units to 2,850 units) over 250 gross acres (226 net acres) with a net density of 16.51 units per acre ("Project") (SPA, p. 1-7). PA 19 a non-residential area is decreased 12.71 acres. This WSA has been prepared for said amendment to the Parkside Specific Plan (R2020–082). The proposed Project land use plan is shown in **Figure 4 –Proposed Land Use Plan**. For CEQA compliance, the City is preparing an addendum to the City General Plan Environmental Impact Report (EIR); therefore, this Project is considered to be "subject to CEQA" pursuant to CWC section 10910. The Project is considered a "project" under SB 610 pursuant to the following CWC section 10912 definition:

(1) A proposed residential development of more than 500 dwelling units.

As shown in Figure 4, PA 1 – PA 4, Channel right-of-way, and PA 20 – PA 23 are not changing as part of the Project.

Amendment Area in Red



\\elsinore\WO4\2022\22-0076\GIS\existing_land_use_des\existing_land_use_des.aprx Map created 26 May 2022

Source: Parkside Land Use Specific Plan (2006)

NTS

Figure 4 - Proposed Project
Parkside Specific Plan Amendment
Water Supply Assessment

ALBERT A. WEBB ASSOCIATES

The Project will have potable and recycled water provided by OMUC. City Ordinance No. 2689 requires all new development to connect to, and use recycled water for all approved uses, including but not limited to landscape irrigation (codified in City Municipal Code Sections 6-8.7 to 6-8.279). The Parkside Specific Plan shall comply with City Ordinance 2689 and make use of recycled water for "all approved uses, including but not limited to irrigation of parks, schools, street landscaping, recreational trails, HOA maintained on-site common areas, and commercial landscaping" (SPA, p. 5-14). There may be interim periods in which recycled water supply is not available due to inadequate pressure. In such cases, the recycled water system will connect to the potable water until recycled water service is available. (ibid).

1.4 Prior Water Supply Assessment

A WSA and Written Verification of Sufficient Water Supply (WV) dated October 27, 2004, were prepared for the 8,200-acre Ontario Ranch by WEBB on behalf of the City. The 2004 WSA/WV was used for demonstrating water supply sufficiency for the original 2006 Parkside Specific Plan and subsequent amendments thereto (WEBB(2004), p. I-3-6).

In addition, a WV report dated May 21, 2020 was prepared by WEBB for the "Nova at Parkside," which included PA's 1, 2, 3, 4, 22 and 24 of the currently approved Parkside Specific Plan (WEBB 2020). The WV report calculated a potable and recycled water demand of 164 AFY and 18 AFY, respectively for PA's 1,2 3, 4, 22 and 24 (p.ES-2) as shown in Figure 3..

Because the Project increases the number of dwelling units from prior assumptions and proposes denser land uses not previously included in the City's land use plan, and the City has updated its water use and water supply information since 2004, a new WSA is prepared herein consistent with CWC section 10910(3). This WSA addresses the additional units proposed for Parkside. Per request of OMUC, additional calculations that address the other PAs are included herein (Figure 4).

Law

CWC Section 10910:

> *(h) Notwithstanding any other provision of this part, if a project has been the subject of a water supply assessment that complies with the requirements of this part, no additional water supply assessment shall be required for subsequent projects that were part of a larger project for which a water supply assessment was completed and that has complied with the requirements of this part and for which the public water system, or the city or county if either is required to comply with this part pursuant to subdivision (b), has concluded that its water supplies are sufficient to meet the projected water demand associated with the proposed project, in addition to the existing and planned future uses, including, but not limited to, agricultural and industrial uses, unless one or more of the following changes occurs:*
>
> > *(1) Changes in the project that result in a substantial increase in water demand for the project.*
> >
> > *(2) Changes in the circumstances or conditions substantially affecting the ability of the public water system, or the city or county if either is required to comply with this part pursuant to subdivision (b), to provide a sufficient supply of water for the project.*
> >
> > *(3) Significant new information becomes available which was not known and could not have been known at the time when the assessment was prepared.*

1.5 Project Relation to the Urban Water Management Plan

The City of Ontario/OMUC is the water supplier for the Project and has adopted a 2020 UWMP, a copy of which is provided in Appendix A. This WSA will rely on the 2020 UWMP and updated information from OMUC for 2021 data has been added where possible. The assumptions on ultimate (buildout) water demand in the 2020 UWMP for properties within Ontario Ranch were derived from land use-based water demand

factors according to the City's 2020 Water Master Plan. Specifically, all approved Specific Plans and other current planning information were utilized in the 2020 Water Master Plan for the Ontario Ranch area, which includes the Parkside Specific Plan (AKM, p. 4-12). The land use designations that are assumed in the 2020 UWMP water demand projections are based on the approved Parkside Specific Plan land use plan (Figure 3).

As stated in the 2020 Water Master Plan, "For future developments, water unit demand factors were used to estimate future water use. Potable water unit demand factors are generally based on the factors that were developed as a part of a study completed in May 2016 entitled "Ultimate Citywide Water Demand Estimate" (AKM, p. 4-9). Further, "The residential unit demand factors were first developed in terms of gpd/person. Then the maximum densities (people/du and du/ac) were applied to determine the factors in other units. The resulting unit factors in terms of gpd/du and gpd/ac represent the maximum expected demand factors" (*ibid*). Lastly, the unit water demand factors used for the 2020 UWMP, 2020 Water Master Plan, and herein use recent actual projections of residential densities that are more than those included in the TOP (General Plan) (*ibid*).

According to the Water Code, if a project's water demand has been accounted for in the water supplier's most recent UWMP, then the WSA may use the UWMP as the source of the information required in the WSA. The determination as to whether the Project's water demand has been accounted for in the most recent UWMP is located in Section 2 – Water Demand Analysis.

Relation of Water Supplier to other Urban Water Management Plans

The City is a member agency of several water suppliers: Inland Empire Utilities Agency (IEUA), Water Facilities Authority (WFA), Chino Basin Desalter Authority (CDA), and San Antonio Water Company (SAWCo). IEUA obtains water from The Metropolitan Water District of Southern California (MWD). In addition, WFA obtains MWD water through IEUA. Each of these water suppliers has adopted individual 2020 UWMPs (copies of said plans are provided in Appendix D through Appendix H). Further, each of these

agencies documented coordination with the City for preparation of said UWMP's and included the City's projected water demands into their individual UWMPs (MWD (p. 1-9), IEUA (p. 2-7), SAWCO (p. 4-6), WFA (p. 4-10), and CDA (p. 4-8)).

Law

CWC Section 10910:

> *(c) (1) The city or county, at the time it makes the determination required under Section 21080.1 of the Public Resources Code* [CEQA]*, shall request each public water system identified pursuant to subdivision (b) to determine whether the projected water demand associated with a proposed project was included as part of the most recently adopted urban water management plan adopted pursuant to Part 2.6 (commencing with Section 10610).*
>
> *(2) If the projected water demand associated with the proposed project was accounted for in the most recently adopted urban water management plan, the public water system may incorporate the requested information from the urban water management plan in preparing the elements of the assessment required to comply with subdivisions (d), (e), (f), and (g).*
>
> *(3) If the projected water demand associated with the proposed project was not accounted for in the most recently adopted urban water management plan, or the public water system has no urban water management plan, the water supply assessment for the project shall include a discussion with regard to whether the public water system's total projected water supplies available during normal, single dry, and multiple dry water years during a 20-year projection will meet the projected water demand associated with the proposed project, in addition to the public water system's existing and planned future uses, including agricultural and manufacturing uses.*
>
> *(4) If the city or county is required to comply with this part pursuant to subdivision (b), the water supply assessment for the project shall include a discussion with*

regard to whether the total projected water supplies, determined to be available by the city or county for the project during normal, single dry, and multiple dry water years during a 20-year projection, will meet the projected water demand associated with the proposed project, in addition to existing and planned future uses, including agricultural and manufacturing uses.

1.6 Statewide and Local Water Conservation Efforts

The Ontario City Council adopted Ordinance No. 3027 on September 1, 2015, in response to the statewide Emergency Conservation Regulations mandated at that time by the State Water Resources Control Board. Ordinance 3027 updated the City's Water Conservation Plan that is codified in Chapter 8A, Title 6 of the City's Municipal Code ("Water Conservation Plan").

The City Council adopted its 2020 Water Shortage Contingency Plan in June 2021, which describes the methods to achieve and the implications of reducing water supplies to at least 50 percent (the plan is located in Chapter 8 of the 2020 UWMP). The City and OMUC implement various programs to reduce customer water consumption, including stringent use restrictions, actions, and penalties, as well as public outreach, education, and communication programs. As of April 2022, the City is in Stage 2 of the Water Conservation Plan. Stage 2 addresses a water supply shortage of up to 20 percent (WSCP, p. 8-7) and includes the restrictions activated in Stage 1, which are shown below.

Water Shortage Contingency Plan Levels		
Shortage Level	**Percent Shortage Range**	**Shortage Response Actions** *(Narrative description)*
1	Up to 10%	Washing of motor vehicles, trailers, boats or other types of mobile equipment shall be done only with a hand-held bucket or a hose equipped with a positive shutoff nozzle for quick rinses, except that washing may be done at the immediate premises of a commercial car wash or with reclaimed wastewater. No person shall sprinkle, water, or irrigate any landscaped or vegetated areas between the hours of 9:00 a.m. and 4:00 p.m.
2	Up to 20%	In addition to Shortage Level 1, operators of hotels and motels must provide the option of choosing not to have towels and linens laundered daily. Irrigation is prohibited during and within 48 hours of rainfall.

Excerpt from 2020 City of Ontario Water Shortage Contingency Plan, p. 8-7.

With the signing of Assembly Bill 1668 and SB 606, the state has set an Indoor Residential Standard of 55 gallons per capita per day (GPCD) beginning January 1, 2025, which will decrease to 50 GPCD beginning January 1, 2030 (CWC section 10609.4(a)). The per person unit water use factors used by the City in the 2020 UWMP for water demand planning purposes are based on a minimum of 60 gpd/person for high density residential with recycled water (UWMP, p. 4-10).

In regard to landscaping guidelines for the Project: "Landscaping within the Specific Plan shall be provided in accordance with the Design Guidelines for Streetscapes and Entries utilizing plant materials specified on the Plant Palette included in Section 7, Residential Design Guidelines, and Section 8, Commercial Design Guidelines, established for the Specific Plan" (SPA, p. 6-13). Landscaping shall be subject to the same landscaping guidelines in the adopted Specific Plan, with the addition of more drought tolerant planting options to meet current code requirements" (SPA, p. 7-119). Native plant materials and non-invasive ornamental landscape materials will be incorporated into the landscaping plan.

1.7 Methodology of Analysis

This Assessment follows the DWR *Guidebook for Implementation of Senate Bill 610 and Senate Bill 221 of 2001* (DWR 2003). CWC citations contained herein are current as of January 1, 2022. Section 1 of this Assessment describes the existing and

proposed land use designations of the Project site, the proposed Project's relation to a previous WSA and the water supplier's most recent UWMP. Section 2 provides the water demand analysis of the Project; Section 3 reviews the projected water supplies for the Project; Section 4 contains the required discussion of the water supplier's groundwater supplies; and Section 5 concludes the Assessment by answering the primary question at hand.

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SECTION 2 - WATER DEMAND ANALYSIS

The purpose of this section is to evaluate whether the proposed Project was considered in the water supplier's planning for water demand. This section will: 1) identify the various water use sectors, 2) identify water demand by those sectors for the next twenty years, and 3) compare the calculated water demand of the proposed Project to the water demand assumed in the most recent UWMP for the same property.

Law

CWC Section 10910:

> *(c) (2) If the projected water demand associated with the proposed project was accounted for in the most recently adopted urban water management plan, the public water system may incorporate the requested information from the urban water management plan in preparing the elements of the assessment required to comply with subdivisions (d), (e), (f), and (g).*
>
> *(3) If the projected water demand associated with the proposed project was not accounted for in the most recently adopted urban water management plan, or the public water system has no urban water management plan, the water supply assessment for the project shall include a discussion with regard to whether the public water system's total projected water supplies available during normal, single dry, and multiple dry water years during a 20-year projection will meet the projected water demand associated with the proposed project, in addition to the public water system's existing and planned future uses, including agricultural and manufacturing uses.*

2.1 Citywide Demographic Factors

A variety of demographic factors may affect water use. The UWMP Act lists several demographic factors to be detailed in UWMP's including climate, current and projected population, density, and the mix of customer types (CWC sections 10631(e)(1)-(2)). As suggested by DWR, these data are provided herein and are taken generally from City's 2020 UWMP (Appendix A).

Climate

The climate of the City including the Project site can be described as generally mild temperatures and virtually no days below freezing. Summers are dry with average maximum daily temperatures in the high 80s to low 90s. The average annual rainfall is roughly 10.68 inches. (UWMP, p. 3-5)

Population

The City is divided into two distinct areas: Old Model Colony (OMC) and Ontario Ranch, which is where the Project is located. The OMC mostly consists of residential, commercial, and industrial developments including the Ontario Airport. Ontario Ranch is currently in the process of a planned conversion from agriculture to residential, commercial, industrial, and public uses.

The OMUC water service area population as of 2020, including both OMC and Ontario Ranch, is estimated at 178,409 persons (UWMP, p. 3-6). Based on the City General Plan ("TOP") and anticipated development patterns, population at citywide buildout in 2040 is estimated at 362,903 persons as shown in **Table 2-1**, which is an increase of more than 103 percent over 20 years. Most of the anticipated growth will occur through infill, densification in the OMC and development in Ontario Ranch.

Table 2-1 OMUC Service Area Population Estimates, 2010-2040

Population Served[a]	2010	2015	2020	2025	2030	2035	2040[b]
	163,924	168,777	178,409	232,583	266,339	300,095	362,903

Source: UWMP, p. 3-7.
(a) Does not include the portion of the City that receives water service from Cucamonga Valley Water District.
(b) The City estimates buildout by 2040.

The City has considered certain demographic factors in its water management planning, including special housing needs (e.g., low-income earners, single-parent families, large families, seniors, people with disabilities, and homeless persons) (UWMP, p. 3-7).

2.2 City of Ontario's Current and Future Water Demand

OMUC serves at least 36,514 customer connections as part of its potable and non-potable water distribution systems (UWMP, p. 2-4). OMUC reports on a fiscal year (FY) basis (July 1, 2020, through June 30, 2021) unless required to do otherwise. In FY 20/21, the total potable water demand in the OMUC service area was 33,968 acre-feet (AF) and the recycled water demand was 8,556.74 AF (OMUC(a)). The recorded water demands by customer type for the OMUC water service area are provided in **Table 2-2** (next page).

Table 2-2 Recorded Citywide Water Demand (AFY)

Customer Type	2005[a]		2010[a]		2015[b]		FY 19/20[d]		2021[e]	
	Volume	No. of Connections	Volume	No. of Connections	Volume	No. of Connections[c]	Volume	No. of Connections	Volume	No. of Connections
Single-Family Residential	16,421	28,932	13,253	29,473	10,941	26,838	12,502	31,626	12,883.96	31,626
Multi-Family Residential	6,147	2,244	5,425	2,069	4,839	1,968-	5,068	2,164	4,968.58	2,164
Commercial	8,369	3,095	6,692	3,285	6,584	3,201-	5,359	3,255	5,150.44	3,255
Industrial	2,402	327	2,044	278	1,471	268-	2,078	332	1,638.97	332
Governmental	1,178	320	0	-	-	-	538		-	
Landscape	6,813	1,246	7,170	1,245	4,564	1,100	4,631	1,469	5,560.93	1,469
Agriculture	0	0	0	-	-	-	-	-		-
Other	378	161	819	308	340	66	368	-	2,679.90	-
Loss	3,154	-	-	-	-	-	1,565	-	-	-
S/T/E	0	-	0	-	206	-	-	-		-
Subtotal	44,863	36,325	35,403	36,658	28,945	33,441-	32,109	38,846	32,882.78	38,846
Recycled Water	1,829	-	1,547	178	7,208	279	7,812	444	8,556.74	444
Total	46,692	36,325	36,950	36,836	36,153	33,720	39,921	39,290	41,439.52	39,290

Note: AFY = acre feet per year; S/T/E = sales/transfers/exchanges.
(a) AKM 2011, pp. 3-2, 3-5.
(b) UWMP 2016, pp. 2-1, 4-2, Appendix B.
(c) CY 2015 Annual Report to Division of Drinking Water.
(d) 2020 UWMP, pp. 4-3 and 4-5.
(e) OMUC 2020 Annual Report to Division of Drinking Water, which is reported on Calendar Year basis. Recycled water from OMUC(b).

The projected citywide water demands from 2025 to 2045 are shown in **Table 2-3**, which are based on the same proportions of use by sector as those observed in FY 19/20 (UWMP, p. 4-3).

Table 2-3 Future Citywide Water Demand (AFY)

Customer Type	2025	2030	2035	2040	2045
Single Family Residential	15,723	17,540	19,109	22,431	22,431
Multifamily Residential	6,374	7,110	7,746	9,093	9,093
Commercial	6,740	7,519	8,191	9,615	9,615
Industrial	2,613	2,915	3,176	3,728	3,728
Institutional / Governmental	677	755	822	965	965
Landscape	5,824	6,497	7,078	8,309	8,309
Losses	1,968	2,196	2,392	2,808	2,808
Other	463	5156	562	660	660
Subtotal Potable Demand[(a)]	40,382	45,048	49,076	57,609	57,609
Recycled Water Demand[(b)]	12,168	13,465	14,762	16,059	16,059
Total Water Demand	52,550	58,513	63,838	73,668	73,668

Notes: AFY = acre-feet per year; Does not include areas within the City that are not served by OMUC. Buildout assumed for 2040.

(a) 2020 UWMP, p. 4-4.

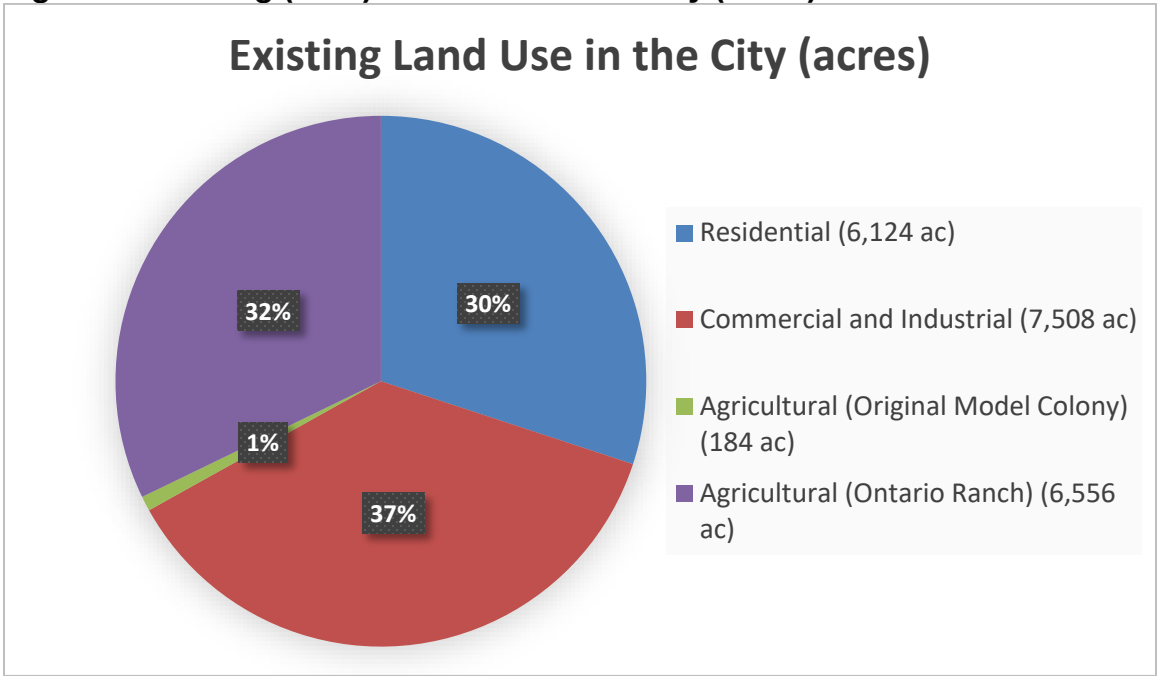
(b) 2020 UWMP, p. 4-5. Agricultural water demands are included in recycled water retail demands.

Water use patterns change during dry years. The expected changes to water demand and water supply during dry years are provided in Section 3 – Water Supply Analysis.

The City's 2020 UWMP and 2020 Water Master Plan assume the same trend in future land use changes within the City. Namely, the City land uses are currently a nearly-equal balance of residential, commercial / industrial, and agricultural as shown in **Figure 5**. However, agricultural use is projected to be completely replaced with

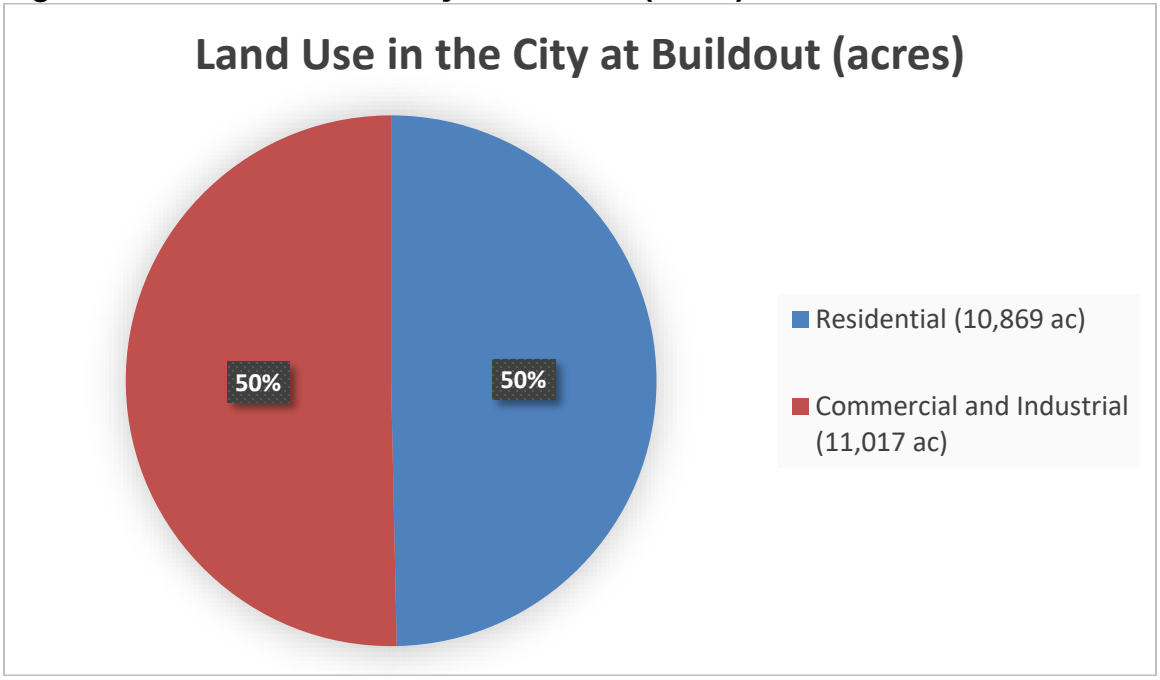
residential, commercial, and industrial by buildout, or approximately 2040 as shown in **Figure 6**.

Figure 5– Existing (2017) Land Uses in the City (acres)



Source: 2020 UWMP, p. 3-8.

Figure 6– Land Use in the City at Buildout (acres)



Source: 2020 UWMP, p. 3-8.

2.3 Project Site Land Use Assumed in the UWMP

The City's 2020 Water Master Plan and 2020 UWMP used the approved land use plans for each Specific Plan, including Parkside Specific Plan, to calculate projected water demands. Where there was no approved land use plan, the current (current as of May 2017) General Plan land use plan was used (AKM 2020). These assumptions are shown in a spreadsheet and exhibits in Appendix 4-1 of the Water Master Plan and the land use plan reproduced in Figure 3, herein. Using the City's current unit water demand factors, the estimated water demands for the Project PA's and the rest of the Specific Plan that was accounted for in the 2020 UWMP is shown in **Table 2-4**. Refer to **Spreadsheet 1** at the end of the report for calculations.

Table 2-4 Water Demand of the Project Site Land Use Assumed in the UWMP

Water Demand Scenarios	Potable Water Demand	Recycled Water Demand	Total Water Demand
	(AFY)	(AFY)	(AFY)
Total	965	336	1,301

Notes: AFY = acre feet per year; SF = square feet. Refer to Spreadsheet 1.
(a) Based on the land use designations, acreages, and dwelling unit counts in Appendix 4-1 of the 2020 Water Master Plan Update (AKM, 2020)
(b) Potable unit water demand factors from AKM 2020, p. 4-10.
(c) Recycled water demand factors from Stantec 2020, p. 5.26.

2.4 Proposed Project Water Demand

The potable and recycled water demands of the proposed Project as shown in Figure 4 using the City's current unit water demand factors for potable and recycled water is detailed in **Spreadsheet 2. Table 2-5** summarizes the potable water and recycled water demand for the originally approved SP, the SPA and for the Project only. A comparison on the number of dwelling units for the SP and SPA is provided in **Table 2-6**.

Table 2-5 Proposed Project Water Demand

Water Demand Scenarios	Potable Water Demand (AFY)	Recycled Water Demand (AFY)	Total Water Demand (AFY)
Proposed Specific Plan	915	310	1,225
Original Specific Plan	738	310	1,048
Project	176	0.39	177

Table 2-6 Approved and Proposed Dwelling Units

Planning Area	Specific Plan Dwelling Units	Specific Plan Amendment Dwelling Units
PA-1	236	236
PA-2	41	41
PA-3	42	42
PA-4	221	221
PA-5	139	122
PA-6	75	124
PA-7	68	132
PA-8	68	132
PA-9	120	184
PA-10	143	207
PA-11	123	188
PA-12	127	192
PA-13	64	128
PA-14	99	163
PA-15	111	126
PA-16	90	105
PA-17	82	263
PA-18	98	244
Total	**1,947**	**2,850**

The following assumptions were made to estimate water demand for the Project:

- Potable water demand was calculated on a per-dwelling-unit basis.

- Recycled water demand was calculated on a per-gross-acre basis, to be consistent with the master plans which used gross acres for the Specific Plans.
- The potable and recycled water demands of just the additional units were calculated as the difference between the proposed total number of dwelling units and the approved dwelling units. The unit water demand factors changed to match the corresponding land use designations based on maximum densities for each PA.
- **Spreadsheet 3** calculates the potable and recycled water demands of the entire Specific Plan including the approved units and proposed additional units of the Project.
- **Spreadsheet 4** calculates the potable and recycled water demands of the Specific Plan as currently approved, before the proposed Project.

Conclusion

The estimated total water demand for the entire Parkside Specific Plan that was accounted for in the 2020 UWMP is 1,301 AFY (Table 2-4). The changes proposed by the Project total 177 AFY with the total water demand for the entire Specific Plan Amendment at 1,225 AFY. Because the City's water demand projections for the same piece of land in the 2020 UWMP were higher than that which is proposed by the Project, it can be deduced that the water demand for the Project was accounted for in the most recently adopted 2020 UWMP.

SECTION 3 - WATER SUPPLY ANALYSIS

This section identifies the sources of potable water utilized and available to the water supplier of the proposed Project. The purpose of this section is to evaluate the water supplies that could be utilized by the proposed Project during normal, single-dry, and multiple-dry water years during a 20-year projection.

OMUC is the water supplier to the City and the proposed Project. OMUC has the following sources of water supply: City wells in the Chino Groundwater Basin; treated groundwater from the Chino Desalter Authority (CDA); recycled water from Inland Empire Utilities Agency (IEUA); purchased water from San Antonio Water Company (SAWCo); and imported wholesale water from the Water Facilities Authority (WFA).

Law

CWC Section 10910(d)(1)*:*

> *The assessment required by this section shall include an identification of any existing water supply entitlements, water rights, or water service contracts relevant to the identified water supply for the proposed project, and a description of quantities of water received in prior years by the public water system, or the city or county if either is required to comply with this part pursuant to subdivision (b), under the existing water supply entitlements, water rights, or water service contracts.*
>
> *(2) An identification of existing water supply entitlements, water rights, or water service contracts held by the public water system, or the city or county if either is required to comply with this part pursuant to subdivision (b), shall be demonstrated by providing information related to all of the following:*
>
> *(A) Written contracts or other proof of entitlement to an identified water supply.*
>
> *(B) Copies of a capital outlay program for financing the delivery of a water supply that has been adopted by the public water system.*

(C) Federal, state, and local permits for construction of necessary infrastructure associated with delivering the water supply.

(D) Any necessary regulatory approvals that are required in order to be able to convey or deliver the water supply.

3.1. Documenting Wholesale Water Supplies

Many retail water suppliers in California, including OMUC, receive supplies from one or more water wholesalers. SB 610 requires the WSA to document wholesale supplies received by: 1) describing the quantities of water received from each wholesaler in prior years; 2) identifying existing entitlements, water rights, and/or water service contracts held by the City for the wholesale supply; 3) provide proof of entitlements, water rights, service contracts, relevant capital outlay programs, and construction permits for necessary infrastructure to deliver wholesale supplies, if any; and 4) regulatory approvals required to convey or deliver the wholesale supply.

Wholesale Supplies Received

OMUC receives wholesale water from the WFA who purchases untreated imported water from IEUA, who in turn obtains it from The Metropolitan Water District of Southern California (MWD). WFA and IEUA are both wholesale water suppliers and IEUA is a member agency of MWD. MWD is a wholesaler and contractor for State Water Project water imported from northern California. State Water Project water is available as stipulated by DWR in response to the hydrology and environmental regulations that can change available supply.[2] Therefore, imported water supplies to southern California can be highly variable; in January 2014 for example, the allocation of State Water Project water to all contractors was temporarily reduced to 0 percent due to persistent drought conditions. Nonetheless, MWD has projected in its 2020

[2] DWR, *State Water Project Delivery Capability Report*, published every 2 years, as well as "Notice to State Water Project Contractors" issued as often as needed.

UWMP, 100 percent water supply reliability over the next 20 years (2025-2045) during average, single-dry, and multiple-dry years (MWD UWMP, pp. ES-6 and ES-7).

The amount of imported water purchased by IEUA from MWD is limited by a purchase order agreement that allows IEUA to purchase up to 93,283 acre-feet per year (AFY) at its lowest rate (Tier I) through Dec. 31, 2024 (IEUA Resolution no. 2014-12-1 located in Appendix I). The purchase order agreement includes an annual minimum purchase commitment of 39,835 AFY, which is slightly less than the minimum operational need of the region's water treatment facilities (i.e., 40,000 AFY; WFA's Agua de Lajos Treatment Plan (81 mgd capacity), Fontana Water Company's Sandhill Surface Water Treatment Plant (29 mgd capacity), CVWD's Lloyd W. Michael Water Treatment Plant (60 mgd capacity), and CVWD's Royer-Nesbit Water Treatment Plant (11 mgd capacity)) (IEUA 2016 IWRP, p. 36). Resolution 2014-12-1 also establishes how much water WFA, Cucamonga Valley Water District, and Fontana Water Company may purchase from IEUA, up to 69,572 AFY (IEUA 2020 UWMP, p. 2-6).

The WFA was formed in 1980 as a Joint Powers Authority by the cities of Chino, Chino Hills, Ontario, Upland, and the Monte Vista Water District in order to construct and operate water treatment facilities for providing supplemental potable water to the member agencies. In 1985, the City established an agreement to purchase capacity in the WFA water treatment plant; a copy of which is located in Appendix J. Then, in 1988 the WFA finished construction of the Agua de Lejos Water Treatment Plant (WTP) in Upland to treat the imported water from IEUA and MWD to meet drinking water standards.

Currently, the Agua de Lejos WTP has the capacity to treat and disinfect 81 million gallons per day (mgd). Recorded flows through the Agua de Lejos WTP have ranged from 40 to 50 mgd during the peak summer months and can be as low as 9-12 mgd during winter months (http://www.wfajpa.org/#Facilities). As documented in WFA Ordinance No. 99-07-02 (located in Appendix K), the City owns 31.4 percent of the plant capacity of the Agua de Lejos WTP. As of 2020, that proportion is equivalent to

approximately 25 mgd (28,004 AFY) (AKM 2020, p. 3-2). OMUC can purchase up to 9,915 AFY (8.9 mgd) of imported supply through WFA at Tier 1 rates. Beyond that amount, OMUC could continue to purchase at Tier 2 rates. As of FY 20/21, OMUC purchased 5,851 AF (5.22 mgd) of wholesale water from the WFA (OMUC 2020 UWMP, p. 6-37). The actual and projected wholesale water supplies that are projected to be available to WFA through 2045 are shown in **Table 3-1**.

Table 3-1 Wholesale Water Supplies Available to WFA (AFY)

Wholesale Water	2015[a]	2020[b]	2025	2030	2035	2040	2045
	Actual		Projected[b]				
WFA (potable)	14,864	25,492	30,651	31,997	33,435	34,829	36,280

Note: WFA = Water Facilities Authority; AFY = acre feet per year.
(a) Data for 2015 Actual from *IEUA and WFA 2015 UWMP*, pp. 3-9 – 3-10.
(b) Data for 2020 Actual and 2025 through 2045 Projected from *WFA 2020 UWMP* (p. 6-18, (Appendix F)).

To reduce dependence on imported water supplies, OMUC joined the "Dry Year Yield Storage Program," which is described below.

Dry Year Yield Storage Program

The Dry Year Yield (DYY) storage program is a cooperative Conjunctive Use Program Agreement between MWD, IEUA, Chino Basin Watermaster, Three Valleys Municipal Water District, and the Chino Basin groundwater producers (Agreement No. 49960 [DYY 2014]). Under the DYY Program, MWD can store up to 100,000 AFY of water in the Chino Groundwater Basin during wet years when surplus water is available, and to reduce imported water deliveries up to 33,000 AFY in dry, drought, or emergency periods, but not to exceed the amount of water in the MWD storage account (OMUC 2020 UWMP, p. 6-18).

The City executed an agreement with IEUA to participate in the DYY program in 2003. The DYY Agreement was amended in September 2014 to clarify storage measurement

and extraction from the MWD storage account, define baseline conditions in calculations of performance targets, define procedures for variances in performance targets, revise administrative milestones, and make miscellaneous updates (refer herein to for original agreement and amendments). The 2014 DYY amendments also provided for a minimum imported water delivery of 40,000 AFY during "call" years, establishing minimum needs for direct deliveries from MWD. As of June 30, 2020, the storage balance in the DYY account is 45,961 AF (OMUC 2020 UWMP, p. 6-18).

Participation in the DYY program obligates OMUC to reduce its use of imported water from WFA by a fixed amount, known as the "shift obligation" when MWD makes a "call" for their water stored in the Chino Basin. OMUC's shift obligation is 8,076 AFY, which is the amount OMUC purchases from WFA during a baseline year (OMUC 2020 UWMP, p. 6-33). OMUC purchases an additional 2,000 AFY from WFA that is then sold to neighboring water supplier Jurupa Community Services District (JCSD) who does not have an imported water connection. In 2014, JCSD entered into an agreement with the City to participate in the DYY program (a copy of which is located in Appendix L). During years when MWD makes a "call" for the water in their storage account, OMUC will decrease its purchase of WFA imported water by a combined total of 10,076 AF (8,076 AF plus 2,000 AF) compared to the previous year. To meet its obligation in the DYY program during a "call" year, JCSD will deliver 2,000 AF to OMUC from the Chino Basin Desalter Authority (CDA).[3]

DYY funds from DWR local assistance grants were used for the construction of three OMUC groundwater wells (Wells 45, 46, and 47) and an ion-exchange facility located at John Galvin Park to treat water extracted from Wells 44 and 52. When MWD makes a "call" for its stored water, OMUC can operate these facilities to meet its shift obligation. MWD will then pay for the cost of operations and OMUC would pay MWD (through IEUA) the full-service water rate. OMUC can use the DYY facilities to meet its

[3] Assuming JCSD's imported water baseline is 2,000 AFY (JCSD 2014).

normal water demands during other periods, but OMUC is responsible for the well operation and maintenance costs (OMUC 2020 UWMP, p. 6-33).

The additional groundwater capacity provided by this program allows OMUC to increase the percentage supply used to meet peak demands and allow OMUC to be less reliant upon imported water supplies (OMUC 2020 UWMP, p. 6-33).

3.2. Documenting Water Supplies

As of the 2020 UWMP, approximately 46 percent of OMUC's water supply came from groundwater, 34 percent from imported water, and 20 percent of supply was recycled water (OMUC 2020 UWMP, p. 6-37).

The recorded water supplies available to OMUC from 2000 to FY 20/21 are provided in **Table 3-2** (next page) and the projected water supplies available to OMUC from 2025-2045 are provided in **Table 3-3.** In addition, each water supply source is identified as a water supply entitlement, water right, or water service contract per SB 610 guidance. Appropriative rights to groundwater are discussed in Chapter 4 – Groundwater Analysis.

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Table 3-2 Recorded OMUC Water Supplies (AFY)

Source	2000[a]	2005[b]	2010[c]	2015[d]	FY 19/20[e]	FY 20/21[f]	Form of Right	Amount of Right
Wells	36,862	28,799	20,955	19,544	18,395	20,281	Appropriative	Varies (see Sec. 4)
Purchased								
WFA	9,258	13,406	8,923	6,413	6,513	5,851	Capacity Ownership	25 mgd (31.4% of plant capacity)
CDA	-	-	5,000	3,543	6,636	7,337	Capacity Ownership	8,533 AFY
SAWCo	-	-	-	443	565	500	Shareholder Entitlement	600 AFY
Subtotal Potable	46,120	42,205	34,878	29,943	32,109	33,969	--	--
Recycled	700[g]	-	1,547	3,859[h]	7,812[i]	8,556.74[j]	Contract	Ontario's share of sewer flows.
Total Supply	46,820	42,205	36,425	33,802	39,921	42,525.74	--	--

Notes: WFA = Water Facilities Authority; CDA = Chino Basin Desalter Authority; SAWCo = San Antonio Water Company; FY = fiscal year; AFY = acre-feet per year; mgd = million gallons per day.

(a) Webb 2004, p. 21.

(b) AKM 2011, pp. 3-8 and 5-12.

(c) AKM 2011, p. 4-2.

(d) OMUC UWMP 2016, p. 6-16.

(e) OMUC 2020 UWMP, Table 6-8.

(f) OMUC(a), 2022.

(g) Webb 2004, p. 29.

(h) Does not include recycled water for agriculture deliveries (3,349 AF).

(i) The City's share of sewer flows delivered to treatment plants in FY19/20, was approximately 12,645 AF (OMUC 2020 UWMP, p. 6-24).

(j) The City's share of sewer flows delivered to treatment plants in FY20/21, was approximately 12,854 AF (OMUC(b)).

Table 3-3 Projected OMUC Water Supplies (AFY)

Source	2025	2030	2035	2040	2045	Form of Right	Amount of Right
Wells	20,249	22,915	24,943	31,476	31,476	Appropriative	Varies (see Sec. 4)
Purchased							
WFA	11,000	13,000	15,000	17,000	17,000	Capacity ownership	25 mgd (31.4% of plant capacity)
CDA	8,533	8,533	8,533	8,533	8,533	Capacity Ownership	8,533 AFY
SAWCo[(a)]	600	600	600	600	600	Shareholder entitlement	600 AFY
Subtotal Potable	40,382	45,048	49,076	57,609	57,609	--	--
Recycled	12,168	13,465	14,762	16,059	16,059	Contract	Ontario's share of sewer flows.
Total Supply	52,550	58,513	63,838	73,668	73,668	--	--

Note: AFY = acre feet per year; FY = fiscal year; mgd = million gallons per day.

Source: OMUC 2020 UWMP, Table 6-9, p. 6-38.

(a) According to SAWCo's 2020 UWMP, the estimated projected annual water demands for OMUC for 2025 through 2045 is 601 AFY.

OMUC anticipates increasing its total water supply by pursuing: 1) full utilization of OMUC's groundwater rights in the Chino Basin allowed under the Chino Basin Groundwater Adjudication Judgment (including increased groundwater recharge with stormwater and recycled water described in Section 4); 2) expanding use of recycled water; and 3) expanding use of desalter water (OMUC 2020 UWMP, p. 6-38).

Water Supply Capacities

The capacity of each source of supply available to OMUC is provided in the *2020 Ontario Water Master Plan* (AKM 2020), which is provided in Appendix B. The capacity of the supply system refers to the maximum production rate based on the pumps and infrastructure. For example, the capacity of groundwater wells refers to a pumping rate based on running the pumps at full utilization, 24-hours a day, 7 days a week. Although

this maximum rate of pumping is assumed in terms of comparing capacities, pumps are rarely used at more than two-thirds capacity. Knowing the system capacity is important to ensure OMUC can meet all demands imposed upon the system, specifically meeting "average day demand" and "maximum day demand." Demand can be met with multiple supply sources, storage, or a combination of both. OMUC's reservoirs are not discussed in this Assessment, however, they are used to regulate hourly fluctuations in demand, provide fire flow, and supplement supply during an extended outage of a source (AKM 2020, p. 7-3).

According to the 2020 Water Master Plan, OMUC is required to meet the following water supply criterion from the California Code of Regulations Related to Drinking Water: "a minimum source of supply equal of one maximum day demand of the service area (AKM 2020, p. 10-1). Further, OMUC has set a design criterion in its 2020 Water Master Plan that "requires a source of supply equal to one average day demand (19,280 gpm) from local sources" (AKM 2020, p. 10-1). As the land uses and population changes in OMUC service area, so does the average and maximum day demands. The maximum capacities of existing sources of supply available to OMUC are provided in **Table 3-4**.

Table 3-4 Existing (2020) Supply Capacities

Source	AFY	mgd	gpm
Existing Wells[(a)]	62,269	55.6	38,604
WFA at Aqua de Lejos WTP	17,259	15.4	10,700
CDA from Chino I & II Desalter	8,533	7.62	5,290
Total Existing Capacity	88,061	78.62	54,594

Note: AFY = acre-feet per year; mgd = million gallons per day; gpm = gallons per minute.

Source: Table 10-2 of AKM 2020 (Appendix B). OMUC confirmed for this Assessment that as of 5/2/2022, these capacities have not changed.

(a) Assuming wells operate 24 hours per day for 365 days per year.

The maximum capacities of the 'ultimate' sources of supply available to OMUC according to the City's 2020 *Water Master Plan*, are provided in **Table 3-5**.

Table 3-5 Ultimate Supply Capacities

Source	AFY	mgd	gpm
Existing Wells	62,269	55.6	38,604
Future Wells	48,068	42.9	29,800
Subtotal[(a)]	110,337	99	68,404
WFA at Aqua de Lejos WTP	17,259	15.4	10,700
CDA from Chino I & II Desalter	5,833	7.62	5,291
Total	133,426	121.52	84,395

Note: AFY = acre-feet per year; mgd = million gallons per day; gpm = gallons per minute.
Source: Table 12-2 of AKM, 2020 (Appendix B).
(a) Assuming wells operate 24 hours per day for 365 days per year.

As described in the 2020 Ontario Water Master Plan, the combined ultimate capacity of existing and future wells is approximately 68,404 gpm (Table 3-5), which is about 192% of the future average day demand (35,716 gpm) and therefore meets the City and state supply criterion for average day demand coming from local sources (p. 12-1).

In addition, the ultimate supply capacity is equivalent to 84,395 gpm, which is about 154% of the City's future maximum day demand (54,778 gpm); therefore, the City is capable of providing the full projected maximum day demand (AKM 2020, p. 12-1). However, under ultimate conditions the supply capacity will require additional future wells, as shown in Table 3-5 to meet the water supply criterion for maximum day demand.

3.3. Descriptions of All Water Supply Projects

City Well Production

OMUC currently owns 17 active groundwater wells in the Chino Basin (AKM 2020, p. 6-1). The Chino Basin is one of the largest groundwater basins in southern California,

with an estimated 5 million AF,[4] with another 1 million AF in additional storage capacity. OMUC is planning seven new wells in the 925 Pressure Zone serving Ontario Ranch with a combined additional supply capacity of 48,068 AFY (Table 3-5) (AKM 2020, p. 12-1).

In FY 20/21, OMUC pumped 17,171 AF from the Chino Basin (CBWM 2021, p. 9.1). OMUC's existing (2020) well capacity is approximately 62,269 AFY (Table 3-4).[5] The recorded extractions from OMUC wells between 2016 and 2021 are shown in **Table 3-6.**

Table 3-6 Recorded Groundwater Production, 2016-2021 (AFY)

Supply	2016	2017	2018	2018	2020	2021[(a)]
City wells in Chino Basin	22,751	24,672	26,109	19,604	18,395	17,171

Note: AFY = acre feet per year. Data shown are Fiscal Years.
Source: OMUC 2020 UWMP, p. 6-19, Table 6-1 (Appendix A).
(a) CBWM 2021, p. 9.1.

As of 2020, approximately 46 percent of OMUC water supply came from groundwater pumped by OMUC wells in the Chino Basin. OMUC strives to maximize local water supplies and minimize the need for imported water from other regions (OMUC 2020 UWMP, p. 1-5). A thorough description of the City's groundwater rights pursuant to SB 610 guidance is provided in Section 4 – Groundwater Analysis.

Chino Basin Desalter Authority (CDA) Groundwater Production

OMUC is a member of the CDA, a joint exercise of powers agency created on September 25, 2001, along with JCSD, Santa Ana River Water Company, IEUA and the

[4] The *2020 Safe Yield Recalculation Final Report* (May 15, 2020) indicates the estimated total volume of water in storage was 12.6 million AF in July 2018 (WEI 2020, p. 6-15).
[5] Assuming wells operate 24 hours per day for 365 days per year.

cities of Chino, Chino Hills, and Norco. Western Municipal Water District joined CDA on April 2, 2009. The goals of the CDA are:

- Achieve hydraulic control of the Chino Basin to prevent contaminated Chino Basin groundwater from entering Santa Ana River;
- Remove contamination (primarily nitrates, as well as TCE, PCE, and TCP) from groundwater in the southern portion of the Chino Basin; and
- Deliver the treated water to member agencies to offset the need for imported water.

CDA provides high-quality drinking water to CDA members through "take or pay" contracts. CDA operates 30 wells and two desalters (salt removers) that treated approximately 35,003 AF of Chino Basin groundwater in 2020 (CDA 2020 UWMP, p. 6-27). In the future, "CDA will pump up to 40,000 AFY of contaminated groundwater from the Chino Basin for water quality management purposes, groundwater cleanup, and hydraulic control required by the Regional Water Quality Control Board. CDA will provide up to 35,200 AFY of treated water to its member agencies" (CDA 2020 UWMP, p. 6-27).

The Chino I Desalter, located at 6905 Kimball Avenue in Chino, was completed in 2000 and expanded in August 2005 to its current rated capacity of 14.2 mgd (CDA 2020 UWMP p. 6-8). However, the Chino I Desalter cannot provide this rated capacity due to the high total dissolved solids (TDS) in the raw groundwater supply. The Chino II Desalter was completed in 2006 and is located at 11202 Harrel Street in the City of Jurupa Valley. The current rated capacity of Chino II Desalter is 33 mgd (CDA 2020 UWMP, p. 6-8).

Although Chino Desalter I capacity will not be increased, additional raw water capacity is provided by five new CDA wells in the Chino Creek Well Field. All five wells have been drilled and equipped.

According to the 2020 UWMP, in FY 19/20 OMUC purchased approximately 6,636 AF from CDA and in FY 20/21, OMUC purchased 7,337 AF from CDA (Table 3-2). As shown in Table 3-3, the water supply from CDA to OMUC is projected to stabilize at 8,533 AFY by 2025, which would be 16 percent of the total water supply portfolio for OMUC in 2025. The City's capacity rights to CDA are described in Section 4 – Groundwater Analysis.

Inland Empire Utilities Agency (IEUA) Recycled Water Supply

OMUC purchases recycled water supplies from IEUA, which treats the City's wastewater at its four regional wastewater reclamation plants. IEUA provides wastewater treatment services to seven Contracting Agencies, including the City of Ontario. OMUC has been using recycled water produced by IEUA since 1972. Currently, recycled water is used in the City for agricultural irrigation, landscape irrigation, golf course irrigation and industrial purposes.

"Pursuant to the Chino Basin Regional Sewage Service Contract, each Contracting Agency has the right of first purchase of their Base Entitlement. Base Entitlement is defined as the total quantity of sewage delivered into the Regional Sewerage System by the Contracting Agency less normal processing losses resulting from the treatment of sewage" (OMUC 2020 UWMP, p. 6-21). In FY 19/20, this amount was 12,645 AF (OMUC 2020 UWMP, p. 6-24) and in FY 20/21, this amount was 12,854 AF (OMUC(a)). In FY 19/20, 7,812 AF of recycled water was purchased by OMUC for direct use (Table 3-2) and then 8,556.74 AF in FY 20/21 (OMUC(b)). This represents roughly 67 percent utilization of recycled water supply available to OMUC in FY 20/21, which is an increase from roughly 62 percent utilization in FY 19/20. Recorded and projected supplies of recycled water available to OMUC are listed in **Table 3-7**.

Table 3-7 Recorded and Future Recycled Water Supply (AFY)

Beneficial Use Type	2020	2025	2030	2035	2040	2045
Agricultural irrigation	2,905	1,704	1,136	568	0	0
Landscape irrigation	3,290	7,088	8,612	10,136	11,659	11,659
Golf course irrigation	631	660	680	700	720	720
Industrial use	986	2,716	3,037	3,358	3,680	3,680
Total	7,812	12,168	13,465	14,762	16,059	16,059

Note: AFY = acre feet per year

Source: OMUC 2020 UWMP, p. 6-28 (Appendix A). Ontario reports in Fiscal Years. Buildout estimated for 2040.

Over the next 20 years, landscape irrigation is projected to have the greatest increase in demand for recycled water followed by industrial use within the OMUC service area. Agricultural properties are expected to convert to more urban land uses, while supplies to golf courses are expected to remain relatively stable. (OMUC 2020 UWMP, p. 6-28).

IEUA has prepared recycled water studies, plans, and strategy documents to bring a regional recycled water delivery system to fruition. OMUC updated their Recycled Water Master Plan in 2020 (located in Appendix C) to fully coordinate with IEUA's recycled water planning efforts.

San Antonio Water Company (SAWCo) Potable Water Supply

SAWCo is a mutual water company and corporation located in Upland. SAWCo has provided water service to its active shareholders for over 135 years. Although SAWCo does not technically meet the threshold as a retailer or wholesale water agency that needs to prepare an UWMP, they have done so nonetheless in 2020.

SAWCo supplies water based on entitlement only, which is based on the number of shares held. The number of shares is finite and considered a commodity that can be divided or sold. The "entire water of the company" and the current entitlement for 2020

is equivalent to 12,570 AFY, which distributed among the 6,178 shares. The volume per share is subject to change (OMUC 2020 UWMP, p. 6-8).

The City owns 295 shares of SAWCo, which equates to a current entitlement of 600 AFY of potable water to OMUC (OMUC 2020 UWMP, p. 6-8). In FY 19/20, OMUC received an actual volume of 600 AF (Table 3-2). In FY 20/21, OMUC received 500 AF from SAWCo (OMUC(a) 2022). OMUC has forecasted that future available supplies will be 600 AFY from 2025 to 2045 (Table 3-3). The City receives water from SAWCo indirectly through a connection made in 2015 from SAWCo to the WFA.

SAWCo water supplies are a mixture of potable and non-potable water from San Antonio Creek, the San Antonio Tunnel and three groundwater basins: Chino Basin, Cucamonga Basin, and Six Basins (OMUC 2020 UWMP, p. 6-9). No new sources of supply are anticipated to be developed by SAWCo over the planning horizon. Actual supply available to SAWCo in 2020 totaled 2,584 AF of potable supply and 13,762 AF of non-potable supply. In their 2020 UWMP, SAWCo estimates for 2025 and 2030 that total reasonably available supplies will be 15,260 AFY (SAWCo 2020 UWMP, p. 5-10).

In terms of future reliability, SAWCo has stated the following in its 2020 UWMP (p. 6-4): "SAWCo expects to meet demands under all water year scenarios with existing supply sources." In addition, SAWCo has future transfer and exchange projects planned to mutually benefit certain shareholders during an emergency, including OMUC. SAWCo is currently constructing several projects to increase storage and capture all raw water released through the Frankish Tunnel. Both projects are anticipated to be completed in early 2021 (SAWCo 2020 UWMP, p. 5-7).

3.4 Documenting Normal Year Water Supply and Demand

OMUC has assumed in its 2020 UWMP that customer water demand and available water supply are equal during "normal" precipitation years. The normal year water supplies available to OMUC, as well as the normal year water demand projections are compared in **Table 3-8,** which are based on the City's 2020 Water Use Target of 196

GPCD for potable water demands (OMUC 2020 UWMP, p. 7-9). OMUC has estimated that sufficient supply will be available during any normal year occurring between 2025 and 2045.

Table 3-8 OMUC Projected Normal Year Supply and Demand (AFY)

	2025	2030	2035	2040	2045
Supply	52,550	58,513	63,838	73,668	73,668
Demand	52,550	58,513	63,838	73,668	73,668
Difference	0	0	0	0	0

Note: AFY = acre feet per year
From OMUC 2020 UWMP, p. 7-10 (Appendix A).

3.5 Documenting Dry Year Water Supply and Demand

The following assumptions are made in OMUC's 2020 UWMP to estimate future water supplies and demands during a single dry year:

- *The ratio of total water supplies (including potable and recycled water supplies) available to the City during a historical normal year in FY 19/20 (39,921 AF) and during a historical single dry year in FY 17/18 (43,346 AF) were used to estimate the City's projected water demands during single dry years (p. 7-9).*
- *Water losses have been included in the potable water demands as 7 percent of the annual demand.*

OMUC has determined that the water demands during single dry years over the next 25 years will be met, as shown in **Table 3-9**.

Table 3-9 OMUC Projected Single Dry Year Supply and Demand (AFY)

	2025	2030	2035	2040	2045
Supply	57,058	63,534	68,847	79,989	79,989
Demand	57,058	63,534	68,847	79,989	79,989
Difference	0	0	0	0	0

Note: AFY = acre feet per year
From OMUC 2020 UWMP, p. 7-10 (Appendix A).

3.6 Documenting Multiple Dry Year Supply and Demand

OMUC has projected that the City can meet water demands during future five consecutive year drought periods, as shown in **Table 3-10** (next page).

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Table 3-10 OMUC Projected Multiple Dry Year Supply and Demand (AFY)

		2025	2030	2035	2040	2045
First Year	Supply	56,080	62,445	67,667	78,618	78,618
	Demand	56,080	62,445	67,667	78,618	78,618
	Difference	0	0	0	0	0
Second Year	Supply	56,248	62,632	67,870	78,853	78,853
	Demand	56,248	62,632	67,870	78,853	78,853
	Difference	0	0	0	0	0
Third Year	Supply	59,493	66,246	71,786	83,403	83,403
	Demand	59,493	66,246	71,786	83,403	83,403
	Difference	0	0	0	0	0
Fourth Year	Supply	54,268	60,428	65,481	76,078	76,078
	Demand	54,268	60,428	65,481	76,078	76,078
	Difference	0	0	0	0	0
Fifth Year	Supply	47,436	52,820	57,237	66,500	66,500
	Demand	47,436	52,820	57,237	66,500	66,500
	Difference	0	0	0	0	0

Note: AFY = acre-feet per year
From OMUC 2020 UWMP, p. 7-11, Table 7-4 (Appendix A).

3.7 Comparison of Available Water Supply and Demand

CWC section 10910 (c)(3) states: *If the projected water demand associated with the proposed project was not accounted for in the most recently adopted UWMP…the water assessment for the project shall include a discussion with regard to whether the public water system's total projected water supplies available during normal, single dry, and multiple dry water years during a 20-year projection will meet the projected water*

demand associated with the proposed project, in addition to the public water system's existing and planned future uses, including agricultural and manufacturing uses.

As described in Section 2, the annual potable plus recycled water demand for the proposed SPA which includes the Project is estimated at 1,225 AFY. The 2020 UWMP water demand projected a total water demand of 1,301 AFY for the subject property which exceeds the projected demand for the Parkside Specific Plan (Table 2-4).

As shown in Table 3-3 and Table 3-9, the future water supplies available to OMUC are projected to meet the projected water demands for the service area. Further, the future water demands in the 2020 UWMP did account for the potable water demand from the proposed Project.

In regard to future agricultural water needs, agricultural properties within the OMUC service area are expected to convert to urban land uses, which is consistent with the City General Plan Land Use Plan. Many agricultural operations in the City are on private wells and/or use recycled water. As shown in Table 3-7, recycled water deliveries for agricultural irrigation are projected to decrease to zero by 2040. In regard to future industrial water needs, industrial land uses (which may include some manufacturing uses) are the third most common type in the City (Table 3-7) and they are planned by the City General Plan to increase (Table 2-3).

Table 3-9 and Table 3-10 show that OMUC projects water supplies during single-dry and multiple-dry years in volumes sufficient enough to meet the demand of the service area over the next 20 years.

Section 4 will discuss the City's water rights in light of this water supply and capacity analysis.

SECTION 4 - GROUNDWATER ANALYSIS

SB 610 requires specific groundwater information to be included in the WSA if groundwater will be a source of water for the proposed project. As discussed in Section 3, groundwater is one of the sources of supply for OMUC and therefore part of the water supply for the proposed Project.

Law

CWC Section 10910 (f):

> *If a water supply for a proposed project includes groundwater, the following additional information shall be included in the water supply assessment:*
>
> *(1) A review of any information contained in the urban water management plan relevant to the identified water supply for the proposed project.*
>
> *(2)(A) A description of any groundwater basin or basins from which the proposed project will be supplied. (B) For those basins for which a court or the board has adjudicated the rights to pump groundwater, a copy of the order or decree adopted by the court or the board and a description of the amount of groundwater the public water system, or the city or county if either is required to comply with this part pursuant to subdivision (b), has the legal right to pump under the order or decree. (C) For basins that have not been adjudicated that is a basin designated as a high- or medium- priority pursuant to Section 10722.4, information regarding the following: (i) Whether the department has identified the basin as being subject to critical conditions of overdraft pursuant to Section 12924. (ii) If a groundwater sustainability agency has adopted a groundwater sustainability plan or has an approved alternative, a copy of that alternative or plan. (D) For a basin that has not been adjudicated that is a basin designated as low- or very low priority pursuant to Section 10722.4, information as to whether the department has identified the basin or basins as overdrafted or has projected that the basin will become*

overdrafted if present management conditions continue, in the most current bulletin of the department that characterizes the condition of the groundwater basin, and a detailed description by the public water system or the city or county if either is required to comply with this part pursuant to subdivision (b), of the efforts being undertaken in the basin or basins to eliminate the long-term overdraft condition.

(3) A detailed description and analysis of the amount and location of groundwater pumped by the public water system, or the city or county if either is required to comply with this part pursuant to subdivision (b), for the past five years from any groundwater basin from which the proposed project will be supplied. The description and analysis shall be based on information that is reasonably available, including, but not limited to, historic use records.

(4) A detailed description and analysis of the amount and location of groundwater that is projected to be pumped by the public water system, or the city or county if either is required to comply with this part pursuant to subdivision (b), from any basin from which the proposed project will be supplied. The description and analysis shall be based on information that is reasonably available, including, but not limited to, historic use records.

(5) An analysis of the sufficiency of the groundwater from the basin or basins from which the proposed project will be supplied to meet the projected water demand associated with the proposed project. A water supply assessment shall not be required to include the information required by this paragraph if the public water system determines, as part of the review required by paragraph (1), that the sufficiency of groundwater necessary to meet the initial and projected water demand associated with the project was addressed in the description and analysis required by subparagraph D, paragraph (4) of Section 10631.

4.1 Review of Urban Water Management Plan (CWC Section 10910(f)(1))

The City's 2020 UWMP, prepared by AKM on behalf of the City of Ontario (OMUC) was adopted by City Council Resolution 2021-036 and 2021-037 on June 1, 2021 (located in Appendix A). The UWMP includes information relevant to the identified water supply for the proposed Project and is incorporated herein. Relevant information includes: 1) current and projected water demands (*Water Use Characterization*) through year 2045; 2) a description of the Chino Groundwater Basin (*Water Supply Characterization*); 3) the reliability of the water supply, projected supply and demand comparisons, and water shortage plans (*Water Service Reliability and Drought Risk Assessment and Water Shortage Contingency Plan*); and 4) water demand management efforts (*Demand Management Measures*).[6] The ultimate water demand projections of the 2020 UWMP are based on the findings of the City's 2020 Water Master Plan (AKM 2020) and 2020 Recycled Water Master Plan (Stantec 2020).

4.2 Groundwater Basin Descriptions (CWC Section 10910(f)(2))

The Chino Groundwater Basin is the direct source of groundwater for OMUC. Although water supplied to OMUC from SAWCo may include a combination of groundwater from other basins (i.e., San Antonio Tunnel, Cucamonga Basin, and Six Basins), the amount is minimal, and the basins are described in the 2020 SAWCo UWMP (located in Appendix H).

Chino Groundwater Basin Description

The Chino Basin covers approximately 240 square miles in the upper Santa Ana River Watershed, and underlies parts of Los Angeles, San Bernardino, and Riverside Counties. The state Department of Water Resources (DWR) identifies the Chino Basin as Basin No. 8-002.01, which is a sub-basin of the Upper Santa Ana Valley (Bulletin 118).[7] It is estimated the Chino Basin has approximately 5 million AF of water in

[6] Words and phrases italicized parenthetically are in reference to chapters so titled in the UWMP.
[7] DWR collects, summarizes, and evaluates groundwater data in the "Bulletin 118" series, which present the results of basin evaluations and defines the boundaries of California's 515 alluvial groundwater basins. An update was provided in 2016. In Bulletin 118, DWR identifies each basin and sub-basin with a number code.

storage, and an estimated 1 million AF of additional unused storage capacity.[8] While still considered a single basin for hydrologic purposes, the Chino Basin is divided into five management zones by the California Regional Water Quality Control Board , Santa Ana Region based on similar hydrologic conditions. Geographically speaking, the City is located in the approximate center of the Chino Basin. DWR Bulletin 118 (2016 update, p. 1) describes the Chino Basin as follows:

> *The subbasin* [Chino Basin] *is bound on the northwest by the San Jose fault, on the north by the Cucamonga fault and impermeable rocks of the San Gabriel Mountains, and on the east by the Rialto-Colton fault. The basin is bound on the southeast by the Jurupa Mountains, Pedley Hills, La Sierra Hills, and the approximate location of the Santa Ana River. The Chino fault and impermeable rocks of the Chino Hills and Puente Hills bound the southwest side of the basin. In some areas, the basin boundary coincides with the Chino Basin (1978) groundwater adjudication boundary.*

The Chino Basin is an adjudicated basin and has been extensively studied by the court-appointed Chino Basin Watermaster (CBWM), with reports available at www.cbwm.org. The following is an excerpt that describes the Chino Basin geology from the Chino Basin Watermaster's management plan called the "Optimum Basin Management Program" or "OBMP" (1999, p. 2-2):

> *Chino Basin was formed when eroded sediments from the San Gabriel Mountains, the Chino Hills, Puente Hills, and the San Bernardino Mountains filled a structural depression… The bottom of the Basin – the effective base of the freshwater aquifer – consists of impermeable sedimentary and igneous rocks. The base of the aquifer is overlain by older alluvium of the Pleistocene period followed by younger alluvium of the Holocene period.*

[8] The *2020 Safe Yield Recalculation Final Report* (May 15, 2020) indicates the estimated total volume of water in storage was 12.6 million AF in July 2018 (WEI 2020, p. 6-15).

The younger alluvium varies in thickness from over 100 feet near the mountains to a just few feet, south of Interstate 10 and generally covers most of the north half of the Basin in undisturbed areas. The younger alluvium is not saturated and thus does not yield water directly to wells. Water percolates readily in the younger alluvium and most of the large spreading basins are located in the younger alluvium.

The older alluvium varies in thickness from about 200 feet thick near the southwestern end of the Basin to over 1,100 feet thick southwest of Fontana, and averages about 500 feet throughout the Basin.

Legal Right to Pump from the Chino Basin

Water rights to the Chino Basin were adjudicated by the Superior Court of the State of California for the County of San Bernardino in 1978 (a copy of the Judgment and amendments thereto are provided in Appendix M). The court's Judgment declared the Safe Yield of the Chino Basin at 140,000 acre-feet per year (AFY).[9] Withdrawal in excess of Safe Yield is termed Overdraft. The Chino Basin Watermaster may determine that the Operating Safe Yield (OSY) can be higher from year-to-year depending on factors including favorable precipitation and management efforts that maximize the beneficial use of the groundwater Basin.[10] The Chino Basin Watermaster has undertaken a safe yield redetermination. In July 2020, the court ordered that the safe yield be reduced by 3% and reset to 131,000 AFY for the period of July 1, 2020, to June 30, 2030. The court previously reset the safe yield from its initial 140,000 AFY to 135,000 AFY in 2017 for the period of 2010 to 2020.

The Chino Basin Watermaster is comprised of three stakeholder groups (or "pools"): Overlying Agricultural Pool Committee (representing dairymen, farmers, and the State

[9] Judgment (1978) defines Safe Yield as, "The long-term average annual quantity of groundwater (excluding replenishment or stored water but including return flow to the Basin from use of replenishment or stored water), which can be produced from the basin under cultural conditions of a particular year without causing an undesirable result."

[10] Judgment (1978) defines Operating Safe Yield (OSY) as, "The annual amount of groundwater which Watermaster shall determine, pursuant to criteria specified in Exhibit "I", can be produced from Chino Basin by the Appropriative Pool parties free of replenishment obligation under the physical solution herein."

of California); the Overlying Non-Agricultural Pool Committee (representing businesses and industries); and the Appropriative Pool Committee (representing local cities, public water districts and private water companies). The Chino Basin Watermaster carries out the provisions of the Judgment including monitoring of the Chino Basin and files an annual report on pumping and replenishment.

The City is a member of both the Overlying Non-Agricultural Pool and the Appropriative Pool. The Judgment allocates a portion of the Safe Yield to the Overlying Non-Agricultural Pool and a portion of the OSY to the Appropriative Pool. Pursuant to the Judgment, the City has appropriative rights to 20.742 percent of the OSY allocated to the Appropriative Pool. The City has gained 53.338 percent of the Safe Yield assigned to the Overlying Non-Agricultural Pool (CBWM 44th Annual Report, p. N-8). The assigned share of the Safe Yield and OSY change depending on the Safe Yield set by the court.

The Judgment allocates Safe Yield of the Chino Basin according to the three pools as described above (Appendix M, Paragraph 13). The members of each pool are then enjoined from producing water from the Chino Basin in excess of such allocated amount "except pursuant to the provisions of the Physical Solution" (Appendix M, Paragraph 13(a)-(c)).

The Physical Solution of the Judgment is described in broad terms by Paragraphs 39 through 57 of the Judgment. Paragraph 45 provides the Chino Basin Watermaster with the authority to levy and collect assessments for the purchase of water necessary to balance the production by any party in excess of that party's allocated share of safe yield of the Chino Basin. Paragraphs 49 and 50 then describe the sources of water which are authorized to function as sources of replenishment water and methods by which water can be replenished to the Chino Basin. Exhibit H, Paragraph 7, of the Judgment describes the way in which costs for replenishment water will spread among the members of the Appropriative Pool.

The afore-cited paragraphs of the Judgment evince a clear expectation that parties, including the City/OMUC, would produce water in excess of their adjudicated production rights. The injunction in Paragraph 13 of the Judgment should thus be interpreted to mean that parties are enjoined from producing water in excess of their adjudicated rights except to the extent that they will pay a replenishment assessment.

The ability to produce water from the Chino Basin is accordingly not a matter of availability, as contemplated and sanctioned by the Judgment for the reasons discussed above, but a matter of cost. Water produced in excess of production rights will cost more than water produced within a party's production rights. Thus, the quantity and reliability of groundwater supplies under the Judgment for purposes of this Assessment is a matter of cost of the water produced from the Chino Basin rather than limitations on production which may otherwise operate to reduce the sufficiency of the groundwater supply.

In addition to the water supplies described in Section 3, OMUC has rights to groundwater held in the Chino Basin as described below (from Chino Basin Watermaster's *Approved 2021/2022 Assessment Package for Production year 2021/2022*, dated Nov. 18, 2021) and in **Table 4-1**:

- **Appropriative Right.** The City has appropriative rights to 20.742 percent of the OSY allocated to the Appropriative Pool. As of FY 20/21, the OSY is 40,834 AF; therefore, the City's assigned share is 8,469.8 AF (CBWM 2021 p. 10.1). To supplement the 2017 decrease in safe yield, the City currently receives an additional 1,866.8 AFY transferred from unproduced Agricultural Pool rights ("Safe Yield Reduction") (CBWM 2021, p. 16.1).

- **Overlying Non-Agricultural Right.** The City has purchased and has rights to 53.338 percent of the Safe Yield assigned to the Overlying Non-Agricultural Pool, which is currently 7,350.3 AFY. As of FY 20/21, the City's assigned share is 3,920.6 AF (CBWM 2021, p. 4.1).

- **Land Use Conversions.** The City gains rights to additional Chino Basin groundwater as a result of land use conversions from agricultural to non-agricultural uses. This is expected to increase from development of Ontario Ranch; the total of which is adjusted annually by the Watermaster. As of FY 20/21, the City received 4,668.3 AF from land use conversions (CBWM 2021, p. 15.1).

- **Annual Early Transfers.** The Chino Basin Watermaster can approve an "Early Transfer" of water to the Appropriative Pool equal to the quantity of water not produced by the Overlying Agricultural Pool that is remaining after all land use conversions are satisfied, pursuant to the Peace Agreement.[11] The Early Transfer Water is annually allocated among the Appropriative Pool members in accordance with their pro-rata share of the initial Safe Yield. For the City, this is 20.742 percent of the "early transfer" water that the Watermaster may transfer from the Overlying Agricultural Pool (OMUC 2020 UWMP, p. 6-10). The amount available for transfer changes from year to year but is projected to increase. In FY 20/21, the City received 4,272.6 AFY as its share of Early Transfer (CBWM 2021, p. 16.1).

- **Groundwater Recharge Credits.** The City is entitled to water rights due to groundwater recharge with stormwater and recycled water in the Chino Basin. The credited amount is based on the volume recharged and therefore varies annually but is projected to increase over time. In FY 2018/2019, 2,544 AF of recycled water was recharged for the City. In FY 19/20 and FY 20/21, no

[11] In 2007, the parties to the Chino Basin Judgement approved the "Peace Agreement" which is a set of measures proposed by Chino Basin Watermaster to supplement the OBMP Implementation Plan. Focus for the measures were placed on achieving hydraulic control (reduction of groundwater discharge from the Chino North Management Zone to the Santa Ana River). To achieve hydraulic control, re-operation (controlled overdraft) of the groundwater basin is proposed. Strategically placed wells would be constructed in the basin and the groundwater would be pumped to the Desalter to improve the long-term reliability of the basin.

recharge was credited to the City (OMUC 2020 UWMP, p. 6-11; CBWM 2021, p. 12.1).

- **Fontana Recycled Water Rights.** The City has a long-term contract to purchase up to 3,000 AFY of recharged recycled water rights from the City of Fontana (a copy of which is in Appendix N). The City of Fontana does not operate a water system. The amount purchased by OMUC each year will vary. In FY 2018/2019, the City purchased 2,157 AF of Fontana's recycled water entitlement. In FY 19/20 and FY 20/21, no recharged water rights were purchased (OMUC 2020 UWMP p. 6-12; CBWM 2021, p. 12.1).

- **Groundwater Storage Accounts.** The City has rights to store water in the Chino Basin (Appropriative and Overlying Non-Agricultural) and has been increasing its various storage accounts in recent years. The City holds water in both local storage accounts and supplemental accounts. Local storage accounts hold un-pumped OSY groundwater rights and stormwater that has been recharged into the Chino Basin. Supplemental accounts hold both imported water and recycled water that has been recharged into the Chino Basin. As of June 30, 2021, the City has 96,992.4 AF in storage pursuant to Appropriative rights (CBWM 2021, pp. 11.1, 12.1). In addition, there is 1,918.0 AF in storage pursuant to Overlying Non-Agricultural rights (CBWM 2021, p. 5.1).

Table 4-1 Ontario Groundwater Rights Summary

Right	Current FY 2020-2021 (AFY)	Future (AFY)	Notes
Carryover Beginning Balance	9,299.5	Varies	Varies annually.
Assigned Share of OSY[a]	8,469.8 (20.742% of OSY)	8,470 (20.742% of OSY)	OSY determined by Watermaster.
Safe Yield Reduction	1,866.8	Varies	Part of New Ag Pool Reallocation.
Land Use Conversions	4,668.3	16,602	Varies annually. Part of New Ag Pool Reallocation.
Annual Early Transfer	4,272.6	20.742% of Early Transfer	Subject to change. Part of New Ag Pool Reallocation.
Groundwater Recharge Credits	0	9,600 (in 2035)	Based on volume of stormwater and/or recycled water recharged.
Fontana Recycled Water Rights	0	At least 3,000	Contract to purchase.
Annual Production Right for Appropriative Pool Subtotal (AFY)	28,576.9	±37,672	
Annual Production Right for Overlying Non-Agricultural Pool	7,449.1	At least 3,920.6 (53.338% of SY)	Assigned share of safe yield is 3,920.6 AF (53.338% of SY). Actual production in FY19/20 was 1,552.7 AF.
SAWCo [(a)]	600 (295 shares)	At least 600	Entitlement. Volume per share subject to change.
Total (AFY)	36,626	±42,193	
Groundwater Storage Accounts	42,169.2 (Excess Carry Over)	Varies (Excess Carry Over)	Dependent on annual availability of un-pumped OSY water, stormwater, imported water, and recycled water.
	54,823.2 (Local Supplemental)	Varies (Local Supplemental)	
Total Storage (AF)	96,992.4	±85,000	

Note: AF = acre-feet; AFY = acre-feet per year; OSY = operating safe yield; SY = safe yield.

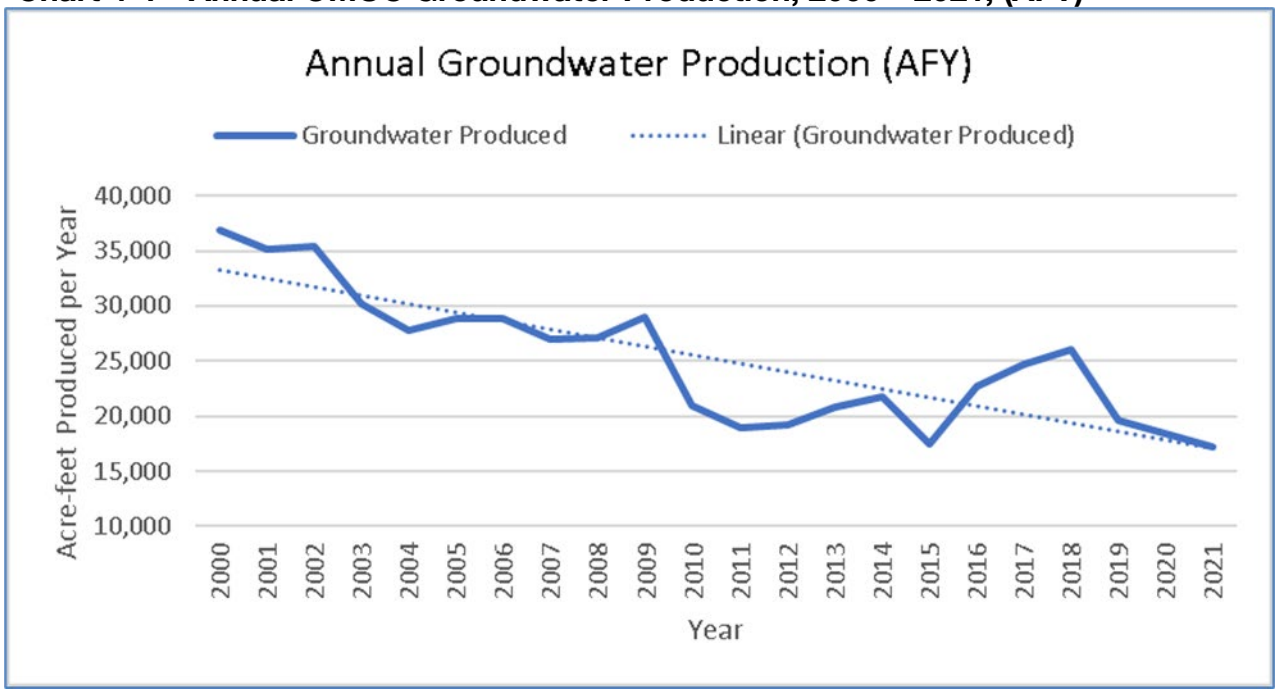
(a) OMUC 2020 UWMP, p. 6-8.

Source: Chino Basin Watermaster's Approved 2021/2022 Assessment Package for Production year 2020/2021, dated Nov. 18, 2021, pp. 4.1, 10.1,11.1, 15.1, 16.1, 20.1, 21.1 [CBWM 2021].

4.3. Recorded Use of Groundwater by City of Ontario (CWC Section 10910 (f)(3))

The City's groundwater supply currently comes from 17 active groundwater wells located throughout the OMUC service area within the Chino Basin. As of FY 19/20, OMUC produced 18,395.3 AF from the basin (OMUC 2020 UWMP, p. 6-3) and in FY 20/21, 17,171.1 AF was produced (CBWM, p. 8.1). The recorded groundwater production has generally decreased from 36,842 AFY in 2000, as shown in **Chart 4-1.**

Chart 4-1 - Annual OMUC Groundwater Production, 2000 – 2021, (AFY)



(Sources: 2000-2009 from the 2012 Ontario Water Master Plan; 2010 from OMUC 2010 UWMP; and 2011-2020 from OMUC 2020 UWMP, p. 6-3; 2021 from CBWM 2021, p. 8.1.)

4.4. Projected Use of Groundwater by the City of Ontario (CWC Section 10910(f)(4))

The proposed Project will receive water from a combination of the City's supply sources including groundwater wells, imported water from WFA, treated groundwater from CDA, and recycled water from IEUA.

Projected groundwater use by OMUC will continue as noted in Table 3-3. The use of groundwater will continue to be dependent upon the cost of extracting, treating, and

transporting the water to customers. Groundwater from the Chino Basin will be utilized by OMUC either directly by pumping into its distribution system or by treating the groundwater (Wells 44 and 52) at the John Galvin Ion Exchange Plant and then pumping the treated groundwater into the City distribution system. The current and ultimate production capacity of OMUC wells is sufficient to meet current and ultimate demand (Table 3-4).

As shown in Table 4-1, the amount of water that OMUC expects to withdraw from the Chino Basin is well within appropriate right pursuant to the Chino Basin Adjudication of 1978 (Appendix M). In addition to its well production, OMUC will also purchase treated Chino Basin groundwater from CDA. OMUC has 1,500 AFY capacity rights in the Chino I Desalter and 7,033 AFY capacity rights in the Chino II Desalter. Projected use of groundwater via CDA is projected to remain at no more than 8,533 AFY (OMUC 2020 UWMP, p. 6-6).

4.5. Sufficiency of Groundwater Basin (CWC Section 10910(f)(5))

The City's legal right to pump water in an amount necessary to meet all demands as sanctioned and protected by the Judgment as discussed above, is buttressed by several programs and projects directed at ensuring the sufficiency of groundwater supplies from the Chino Basin, particularly during dry years. An adjudicated water right has perhaps the most substantial indicia of reliability of any water right that currently exists in California. An adjudicated right is based upon long-term studies whose purpose it is to protect the long-term functionality of the water source. These rights are coordinated in an established and binding manner with all the other users of the Chino Basin and are overseen by Chino Basin Watermaster which has the authority to mandate and proscribe activities whose purpose is to protect the water source and maximize its long-term beneficial use.

All Chino Basin Watermaster processes are governed by Rules and Regulations and receive active oversight from the Court which, as noted above, retains continuing jurisdiction over the administration of the Judgment. Consequently, the sufficiency of

the groundwater is not only directed by rigorous Chino Basin Watermaster management processes but validated and ensured by continuing Court oversight.

The OBMP for the Chino Basin has guided the Chino Basin Watermaster's activities since its adoption in 1998. Chino Basin Watermaster-led basin management activities to ensure the maximization of safe yield and OSY of the Chino Basin include objectives, projects, and programs identified in the Peace Agreement and the OBMP. Progress is reported in annual reports, biennial, and triennial reports. The key programs include:

1) a comprehensive monitoring program.
2) a comprehensive recharge program.
3) development and implementation of a water supply plan for impaired areas of the Chino Basin.
4) development and implementation of a comprehensive groundwater management plan for Management Zone 1.
5) development and implementation of a regional supplemental water program.
6) development and implementation of cooperative programs with the California Regional Water Quality Control Board – Santa Ana Region and other agencies to improve Basin management.
7) development and implementation of a salt management program.
8) development and implementation of a groundwater storage program; and
9) development and implementation of storage and recovery programs.

As stated, the referenced elements of the OBMP collectively comprise a comprehensive regimen directed to ensuring and maximizing the long-term beneficial use of water in the Chino Basin. In particular, and specific to the location of current and future groundwater production facilities upon which the City relies or will rely to provide water to meet water demands within its service area. OBMP Program Element No. 3, "Develop and Implement Water Supply Plan for the Impaired Areas of the Chino Basin" and Program Element No. 5, "Develop and Implement Regional Supplemental Water

Program", address the sufficiency of groundwater from the Chino Basin. Fundamentally, the goal of Program Elements 3 and 5 is to (2020 OBMP, p. 6):

> *To maintain and enhance Safe Yield with a groundwater desalting program that is designed to replace declining agricultural groundwater pumping in the southern part of the basin with new pumping to meet increasing municipal water demands in the same area, to minimize groundwater outflow to the Santa River, and to increase Santa Ana River recharge into the basin.*
>
> *To improve the regional conveyance and availability of imported water and recycled waters throughout the basin.*

The achievements from the implementation of the 2000 OBMP for Elements 3 and 5 are summarized below (2020 OBMP, Appendix A, pp. 5 – 6).

> *Program Element 3 Develop and Implement Water Supply Plan for Impaired Areas (Groundwater Desalting): The objectives of this Program Element are to maintain and enhance the Safe Yield of the basin. The groundwater desalting program was designed to replace declining agricultural groundwater pumping in the southern part of the basin with new groundwater pumping to meet increasing municipal water demands in the same area. The new wells used in the groundwater desalting program were constructed in strategic locations to minimize groundwater outflow to the Santa Ana River and to increase the Santa Ana River recharge into the basin. In 2000, the groundwater desalting program included a 6,000 AFY treatment plant and a series of wells constructed in the southern part of the Chino Basin near the Chino Airport. Under the OBMP, as of 2018, the desalting program has grown to two treatment plants and additional wells that in aggregate pump and treat about 30,000 AFY degraded groundwater, and the program will reach the OBMP objective of 40,000 AFY in 2019. The groundwater desalting program facilities are owned by the Chino Basin Desalter Authority (CDA).*

> *Program Element 5: Develop and Implement Regional Supplemental Water Program (Recycled Water Reuse): The objective of this Program Element is to improve the regional conveyance and availability of imported and recycled waters throughout the basin. Since 2000, the IEUA has constructed and operated a recycled water conveyance system throughout the basin enabling it to provide recycled water to its member agencies. Recycled water deliveries grew from about 3,400 AFY in 2000 to about 34,000 AFY in 2017. The recycled water provided by the IEUA has replaced a like amount of groundwater and imported water that would have been otherwise been used for non-potable purposes. Much of the post-2000 increase in supplemental water storage in the Chino Basin is attributable to the increased availability of recycled water. Recycled water is more reliable than imported water, and thus using it in lieu of imported water has improved the sustainability of the Chino Basin and water supply reliability. Improvements in the regional conveyance and availability of imported water were not achieved.*

As indicated in the foregoing OBMP text, the City overlies groundwater supplies in the southern part of the Chino Basin which must be pumped for purposes of meeting new demands, maintaining safe yield, and to protect water quality in the Santa Ana River. As agricultural production in the southern part of the Chino Basin has declined, it is necessary for these reasons to increase production for municipal uses. This is being achieved through the Chino I and Chino II Desalters, of which the City has a contractual right to purchase 8,533 AFY pursuant to the 2001 "Joint Exercise of Powers Agreement Creating the Chino Basin Desalter Authority" and subsequent agreements. Thus, not only was increased Chino Basin water production by the City foreseen in the OBMP but sanctioned and encouraged for purposes of achieving OBMP objectives.

The sufficiency of the groundwater supply that is available to OMUC is assured due to the abundance of groundwater in the central and southern portion of the Chino Basin, OBMP objectives that prioritize and assure production from the southern Chino Basin,

coupled with desalting and ion-exchange treatment facilities that enable the use of this abundant supply for municipal (potable) purposes. As indicated in the quoted text of the OBMP, southern basin production, where the City is partially located, is the linchpin of several critical OBMP objectives. Thus, the sufficiency of groundwater is heightened and prioritized by the necessity of continued pumping from the southern Chino Basin under the OBMP which is administered by the Chino Basin Watermaster and ultimately enforced by continuing court jurisdiction over the Judgment.

The other referenced OBMP Program Elements are collectively directed to ensuring the sufficiency of Chino Basin groundwater supplies, particularly during dry years, and comprehensively address water quality and quantity, thus maximizing beneficial use over the long-term. Sufficiency of groundwater from the Chino Basin is further assured for the following reasons:

- IEUA is a member agency of MWD, which provides imported water from the State Water Project for direct use by parties to the Judgment in the Chino Basin and for Chino Basin recharge purposes (when supplies are available). IEUA has also reviewed the sufficiency of supplies for its service territory that includes the Chino Basin in connection with its 2020 UWMP.

- IEUA's UWMP is consistent with, and reiterative of, OBMP projects and programs (see Section 4 of IEUA 2020 UWMP in Appendix E). IEUA anticipates increased limitations for imported water for direct and recharge use while noting reductions during dry years (due to increased reliance on groundwater from the Chino Basin) and in the higher amount otherwise required in the absence of OBMP projects and programs. The UWMP also analyzes the sufficiency of water supplies for single and multiple year drought scenarios and concludes the region is expected to meet 100 percent of its dry year demand under every scenario. Key assumptions included:

- Reliance on assurances provided by MWD in its 2020 UWMP that it could meet 100 percent of projected supplemental full-service water supply demands through 2040;
- Implementation of MWD's Chino Basin DYY Storage Program consistent with the contractual shift obligations of the participating agencies of up to 33,000 AF in a twelve-month period; and
- Sustain per capita water use reductions of 20 percent.

IEUA concluded in its 2020 UWMP that the projected available water supply will meet projected water demand due to diversified water supply and water conservation measures. Based on IEUA water supply projections, there are sufficient water supplies to meet normal year water demands, single dry year and multiple dry year demands (IEUA 2020 UWMP, p. 7-7).

CWC section 10631(j) provides that urban water suppliers, that rely upon a wholesale agency for a source of water, such as IEUA, may rely upon water supply information provided by the wholesale agency in fulfilling UWMP informational requirements.

IEUA's independent analysis of contemporary regional water conditions in conjunction with MWD's most recent report, provide additional and reliable assurances concerning the sufficiency of imported water supplies that comprise a portion of overall Chino Basin supply sufficiency.

The City's participation in the DYY Storage Program described in Section 3, along with future water storage and recovery projects will drought-proof the Chino Basin and all other appropriative pool members from imported water shortages. This program is consistent with OBMP Program Element No. 9, "Develop and Implement Storage and Recovery Program." Benefits to the Chino Basin associated with this program include the construction of facilities to enhance imported water deliveries and the production of water from the Chino Basin. Further demonstrating the sufficiency of Chino Basin groundwater is MWD's DYY program to use the Chino Basin for dry year supply purposes, thus underscoring that sufficient Chino Basin groundwater is available

during dry years not only for local use by agencies such as the City but also in connection with MWD's regional reliability programs.

The sufficiency of groundwater supplies available to OMUC is assured because of the OBMP programs overseen by the Chino Basin Watermaster and conducted under the auspices of continuing Court jurisdiction that specifically direct and assure the long-term production of water pursuant to the City's legal rights to produce such water necessary to meet ultimate water demands.

Conclusion

The City's total annual groundwater production has held relatively stable over the past 10 years at roughly 20,000 AFY (OMUC 2020 UWMP, p. 6-3). Production capacity meets current demands and is projected to increase to meet ultimate demand. The current (FY 20/21) water supply utilized by the City totals approximately 33,969 AFY (potable) and 8,556.74 AFY (recycled water) (Table 3-2). Currently, the City's water rights in the Chino Basin as recorded by the Chino Basin Watermaster total approximately 36,026 AFY (Annual Production Rights for Non-Ag Pool plus Appropriative Pool), with an additional 96,992.4 AF in storage (Table 4-1). Although annual fluctuations will occur, the City's rights are projected to increase over the next 20 years due to more land use conversions and credits from recharge.

The water supplies available to OMUC currently meet and exceed citywide water demands. Groundwater production by OMUC is currently less than their existing rights and within their production capacity. Regardless, OMUC has the means and right to exceed their groundwater allocation in the Chino Basin when required to meet demand pursuant to the Judgment. Further, OMUC has rights to water held in storage that would supply all City demands for more than two years. In addition to groundwater, OMUC can supply water to the Project purchased from the WFA that is within their existing entitlements and capacities.

SECTION 5 - PRIMARY ISSUE FOR ASSESSMENT

The lead agency for a proposed project …shall determine, based on the entire record, whether projected water supplies will be sufficient to satisfy demands of the project, in addition to existing and planned future uses (CWC section 10911). The lead agency is expected to approve or disapprove the project based on several factors, including but not limited to the WSA.

Law

CWC Section 10910(g)(1):

> *Subject to paragraph (2), the governing body of each public water system shall submit the assessment to the city or county not later than 90 days from the date on which the request was received. The governing body of each public water system, or the city or county if either is required to comply with this act pursuant to subdivision (b), shall approve the assessment prepared pursuant to this section at a regular or special meeting.*

CWC Section 10911(b):

> *The city or county shall include the water assessment provided pursuant to Section 10910, and any information provided pursuant to subdivision 9a), in any environmental document prepared for the project pursuant to Division 13 (commencing with Section 21000) of the Public Resources Code.*
>
> *(c) The city or county may include in any environmental document an evaluation of any information included in that environmental document provided pursuant to subdivision (b). The city or county shall determine, based on the entire record, whether projected water supplies will be sufficient to satisfy the demands of the project, in addition to existing and planned future uses. If the city or county determines that water supplies will not be sufficient, the city or county shall include that determination in its findings for the project.*

The lead agency is expected to review the WSA and decide whether additional water supply information is needed for its consideration of the proposed Project.

5.1 Findings

Whereas:

1. The City of Ontario Municipal Utilities Company (OMUC) has been identified as the water supplier for the proposed *Parkside Specific Plan Amendment* (Project). The proposed Project will increase the Specific Plan's maximum allowable number of dwelling units by 903 in Planning Area 5 through 18. Planning Area 5 to 18 changes in acreage and commercial Planning Area 19 decreases by 12.71 acres.
2. A previous WSA/WV was prepared in 2004 for the 8,200-acre New Model Colony (now called Ontario Ranch) that includes the Project site; however, it is no longer valid.
3. The estimated potable water demand for the SPA which includes the Project is 915 AFY and the recycled water demand is 310 AFY for a total demand of 1,225 AFY.
4. The City's 2020 Water Master Plan included in the projections the water demand of the currently approved Parkside Specific Plan which this report estimates as 980 AFY potable water and 409 AFY of recycled water for a total demand of 1,390 AFY. The water demand projections in the 2020 UWMP are based on the water demand projections in the 2020 Water Master Plan.
5. The water demands of the approved Parkside Specific Plan (pre-amendment) is 738 AFY of potable water and 310 AFY for recycled water for a total of 1,048 AFY.
6. The UWMP demand is projected to be 1,301 AFY. The increased water demand for the Project (total of 1,225 AFY) is within the projected water demands

included in the 2020 UWMP dated July 2021, which was adopted by the Ontario City Council by Resolution 2021-059 on June 15, 2021 (Appendix A).

7. OMUC has an Annual Production Right of 28,576.9 AF currently in the Chino Groundwater Basin as a member of the Appropriative Pool, as well as groundwater storage accounts that total 96,992.4 AF (Table 4-1). The water supply production capacity from City wells is currently 62,269 AFY,[12] which is projected to increase to 110,337 AFY to meet demand (Table 3-4 and 3-5). OMUC produced 17,171 AF of groundwater in FY 20/21 (Table 3-2).

8. In addition to Chino Basin production rights, OMUC holds shareholder entitlements to potable water from SAWCo in the amount of 600 AFY, and capacity rights to imported water from the WFA in the amount of approximately 28,000 AFY. OMUC also has capacity rights to potable water from the CDA in the amount of 8,533 AFY (Table 3-2 and 3-4). In FY 20/21, OMUC purchased 500 AF from SAWCo, 5,851 AF from WFA, and 7,337 AF from CDA (Table 3-2).

9. OMUC is entitled to the recycled water generated by IEUA from the City's annual share of sewer flows. In FY 20/21, the City delivered 12,854 AF to IEUA wastewater treatment plants, of which 8,556.74 AF was put to non-potable direct recycled water use (Table 3-2).

10. As of FY 20/21, citywide potable and recycled water demands were 33,969 AF and 8,556.74 AF, respectively (Table 2-2); ultimate potable and recycled water demands are projected to be 57,609 AFY and 16,059 AFY, respectively (Table 2-3).

11. The current production capacities are greater than needed to meet the average day demands under citywide buildout conditions. Additional wells are planned to supply the anticipated ultimate maximum day demand.

[12] Assuming wells operate 24 hours per day for 365 days per year.

12. OMUC has forecasted excess water supplies will be available to meet citywide demand during single-dry and multiple dry water years over the next 20 years (Table 3-9 and Table 3-10).

13. Water demands for agricultural land uses in Ontario Ranch are planned to reduce to zero by 2040 with land use conversions and water demands for industrial uses in Ontario Ranch, which may include some manufacturing are expected to increase and partly replace former agricultural uses.

14. Based on the evidence provided herein, the total projected potable and recycled water supplies available to the OMUC during normal, single dry, and multiple dry water years over a 20-year projection will be sufficient to meet the projected water demand associated with the proposed Project in addition to the water supplier's existing and planned future uses, including agricultural and manufacturing uses. State mandated conservation efforts will reduce demand in the future.

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SECTION 6 - REFERENCES

AKM 2011	AKM Consulting Engineers, *City of Ontario 2010 Urban Water Management Plan*. April 2011.
AKM 2016	AKM Consulting Engineers, *City of Ontario 2015 Urban Water Management Plan and Technical Memorandum "Ultimate Citywide Water Demand Estimate."* May 2016.
AKM 2020	AKM Consulting Engineers, *City of Ontario 2020 Water Master Plan Update.* June 2020.
CBWM 2021	Chino Basin Watermaster, *Approved 2021/2022 Assessment Package (Production Year 2020/2021)*, Nov. 18, 2021.
CBWM 44th Annual Report	Chino Basin Watermaster, Fiscal Year 2020-21 44th Annual Report, 2020.
CDA 2020	Stetson Engineers, Inc. *Chino Basin Desalter Authority 2020 Urban Water Management Plan.* June 2021. (Appendix G)
DWR 2003	California Department of Water Resources, *Guidebook for Implementation of Senate Bill 610 and Senate Bill 221 of 2001 to assist water suppliers, cities, and counties in integrating water and land use planning.* October 8, 2003.
DWR Bulletin 118	Department of Water Resources. *8-002.01 Upper Santa Ana Valley – Chino Bulletin 118 Basin Boundaries.* Dated March 5, 2018.)
DYY 2014	*Amendment No. 8 to Groundwater Storage Program Funding Agreement No. 49960 By and Among The Metropolitan Water District of Southern California and Inland Empire Utilities Agency and Chino Basin Watermaster.* September 17, 2014. (Appendix J)
Fontana 2008	*Agreement by and between the City of Ontario and the City of Fontana regarding transfer of right of first purchase of recharged reclaimed water.* Dated Jan. 15, 2008. (Appendix N)
IEUA 2016 IRWP	Inland Empire Utilities Agency. *Integrated Water Resources Plan: Water Supply & Climate Change Impacts 2015-2040*. Dated 2016. (Located in Appendix B to the IEUA 2020 UWMP.)
IEUA/WFA 2015	Arcadis. *Inland Empire Utilities Agency and Water Facilities Authority 2015 Urban Water Management Plan Final*. June 2016. (Appendix C)
IEUA 2020	Kennedy Jenks. *Inland Empire Utilities Agency 2020 Urban Water Management Plan*. June 2021 (Appendix C)
IEUA Resolution No. 2014-12-1	*Purchase Order for System Water to be Provided by The Metropolitan Water District of Southern California (Purchaser: Inland Empire Utilities Agency) and IEUA Resolution No. 2014-12-1.* Effective January 1, 2015. (Appendix F)
JCSD 2014	*Amendment Number 1 to Agreement by and between City of Ontario and Jurupa Community Services District Establishing an Operational Plan for Metropolitan Water District/Chino Basin Groundwater Storage Program, Providing for Water Supply to Ontario's New Model Colony and Interconnection to Increase Water Supply Reliability.* November 21, 2014. (Appendix L)

Judgment	Judgment, *Chino Basin Municipal Water District v. City of Chino, et al.,* San Bernardino Ct. No. 164327 (filed Jan. 30, 1978). Includes amendments thereto. (Appendix M)
MWD	The Metropolitan Water District of Southern California, *2020 Urban Water Management Plan*. June 2021. (Appendix D)
OBMP 1999	Wildermuth Environmental, *Optimum Basin Management Program Phase I report prepared for Chino Basin Watermaster*. August 19, 1999.
OBMP 2020	Wildermuth Environmental, 2020 Optimum Basin Management Program Update Report, January 2020.
OMUC 2020 UWMP	Stetson Engineers, *City of Ontario 2020 Urban Water Management Plan*. June 2021 (Appendix A)
OMUC(a)	Ontario Municipal Utility Company. *Personal communication with Christopher Quach, P.E., Senior Associate Engineer, information from "FY 20/21 Production Spreadsheet"* May 2, 2022.
OMUC(b)	Ontario Municipal Utility Company. *Personal communication with Christopher Quach, P.E., Senior Associate Engineer, information from "FY 20/21 IEUA RW Reconciliation Spreadsheet".* May 2, 2022.
Ord. 2689	Ontario Municipal Code, *Chapter 8C: Recycled Water Use*, effective Jun. 17, 1999.
Ord. 3027	Ontario Municipal Code, *Chapter 8A: Water Conservation Plan*, effective Oct. 1, 2015.
Ord. 99-07-02	*Ordinance No. 99-07-02 Ordinance of the Water Facilities Authority-JPA Repealing Ordinance 96-09-01.* (Appendix H)
SAWCO 2021	Water Systems Consulting. *San Antonio Water Company 2020 Urban Water Management Plan.* September 2021. (Appendix H)
SPA	SC Ontario Development Company, LLC. *Parkside Specific Plan Amendment (2020)*. Draft March 2022.
Stantec	Stantec Consulting Services, Inc. *Recycled Water Master Plan Update for City of Ontario Municipal Water Utilities Company*. Final June 22, 2020. (Appendix C)
WEBB 2004	Albert A. Webb Associates, *Water Supply Assessment and Written Verification of Sufficient Water Supply for the New Model Colony*. October 27, 2004.
WEBB 2006	Albert A. Webb Associates, *Final Environmental Impact Report for Parkside Specific Plan.* July 2006.
WEBB 2020	Albert A. Webb Associates, *Water Supply Verification, Nova at Parkside, Tentative Tract Map No. 20316.* May 21, 2020.
WEI 2020	Wildermuth Environmental, Inc. *2020 Safe Yield Recalculation Final Report* prepared for the Chino Basin Watermaster. May 15, 2020.
WFA 1985	*Installment Purchase Agreement Relating to Water Facilities Authority Water Treatment Plant by and between Water Facilities Authority, as Seller and City of Ontario, as Purchaser*. Dated as of October 1, 1985. (Appendix J)
WFA 2020	Stetson Engineers. *2020 Urban Water Management Plan for Water Facilities Authority*. June 2021 (Appendix F)

SECTION 7 - SPREADSHEETS

Spreadsheet 1 - Parkside Specific Plan Accounted for in 2020 UWMP Water Demand Projections

Planning Area	Acres	Residential Land Use Type	Dwelling Units (DU)	Density (DU/AC)	Potable Water Demand Factor (GPD/DU or GPD/AC)	Potable Water Demand (GPD)	Potable Water Demand (AFY)	Recycled Water Demand Factor (GPD/AC)	Recycled Water Demand (GPD)	Recycled Water Demand (AFY)	Grand Total (AFY)
PA-1a	2.66	Low Medium Density Residential (w/ RW)	23	8.65	360	8,280	9.27	700	1,862	2.09	11.36
PA-1b	3.65	Low Medium Density Residential (w/ RW)	32	8.77	360	11,520	12.90	700	2,555	2.86	15.77
PA-1c	8.01	Low Medium Density Residential (w/ RW)	70	8.74	360	25,200	28.23	700	5,607	6.28	34.51
PA-2a	4.69	Medium Density Residential (w/ RW)	55	11.73	268	14,740	16.51	750	3,518	3.94	20.45
PA-2b	4	Medium Density Residential (w/ RW)	47	11.75	268	12,596	14.11	750	3,000	3.36	17.47
PA-3	4.68	Medium Density Residential (w/ RW)	80	17.09	268	21,440	24.02	750	3,510	3.93	27.95
PA-4	7.45	Medium Density Residential (w/ RW)	114	15.30	268	30,552	34.22	750	5,588	6.26	40.48
PA-5	8.91	Medium Density Residential (w/ RW)	223	25.03	268	59,764	66.94	750	6,683	7.49	74.43
PA-6	8.2	Low Medium Density Residential (w/ RW)	90	10.98	360	32,400	36.29	700	5,740	6.43	42.72
PA-7	9.06	Low Medium Density Residential (w/ RW)	100	11.04	360	36,000	40.33	700	6,342	7.10	47.43
PA-8	7.55	Low Medium Density Residential (w/ RW)	83	10.99	360	29,880	33.47	700	5,285	5.92	39.39
PA-9	10.25	Medium Density Residential (w/ RW)	256	24.98	268	68,608	76.85	750	7,688	8.61	85.46
PA-10	8.67	Medium Density Residential (w/ RW)	217	25.03	268	58,156	65.14	750	6,503	7.28	72.43
PA-11	7.98	Medium Density Residential (w/ RW)	200	25.06	268	53,600	60.04	750	5,985	6.70	66.74
PA-12	11.55	Medium Density Residential (w/ RW)	289	25.02	268	77,452	86.76	750	8,663	9.70	96.46
PA-13	8.27	Low Medium Density Residential (w/ RW)	91	11.00	360	32,760	36.70	700	5,789	6.48	43.18
PA-14	6.96	Medium Density Residential (w/ RW)	174	25.00	268	46,632	52.23	750	5,220	5.85	58.08
PA-15	8.09	Medium Density Residential (w/ RW)	202	24.97	268	54,136	60.64	750	6,068	6.80	67.44
PA-16	7.44	Medium Density Residential (w/ RW)	186	25.00	268	49,848	55.84	750	5,580	6.25	62.09
PA-17	7.81	Low Medium Density Residential (w/ RW)	84	10.76	360	30,240	33.87	700	5,467	6.12	40.00
PA-18	4.57	Medium Density Residential (w/ RW)	85	18.60	268	22,780	25.52	750	3,428	3.84	29.36
PA-19	6.59	Medium Density Residential (w/ RW)	85	12.90	268	22,780	25.52	750	4,943	5.54	31.05
Subtotal Residential	157.04	-	2,786	-	-	**799,364**	**895**	-	**115,020**	**129**	**1,024**
PA-1-4, 17-24 (half of channel	6.5	Open Space Recreational (w/ RW)	-	-	0	0	0.00	2350	15,275	17.11	17.11
PA-20	1.57	Open Space Recreational (w/ RW)	-	-	1000	1570	1.76	2350	3,690	4.13	5.89
PA-21	15.49	Public Facility (w/ RW)	-	-			0.00	2100	32,529	36.44	36.44
PA-22a	17.96	Open Space Recreational (w/ RW)	-	-	1000	17,960	20.12	2350	42,206	47.28	67.39
PA-22b	9.6	Open Space Recreational (w/ RW)	-	-	1000	9,600	10.75	2350	22,560	25.27	36.02
PA-22c	30.91	Open Space Recreational (w/ RW)	-	-	1000	30,910	34.62	2350	72,639	81.37	115.99
PA-23	0.96	Public Facility (w/ RW)	-	-			0.00	2100	2,016	2.26	2.26
PA-24	2.4	Public Facility (w/ RW)	-	-			0.00	2100	5,040	5.65	5.65
PA-25	0.96	Open Space Recreational (w/ RW)	-	-	1000	960	1.08	2350	2,256	2.53	3.60
PA-26	1	Open Space Recreational (w/ RW)	-	-	1000	1,000	1.12	2350	2,350	2.63	3.75
Subtotal Community Facilities	87.35	-	-	-	-	**62,000**	**69**	-	**185,285**	**208**	**277**
Total	**244.39**	-	-	-	-	**861,364**	**965**	-	**300,305**	**336**	**1,301**

Source:

UWMP = Urban Water Management Plan; WMP = Water Master Plan; TOP = The Ontario Plan; DU = dwelling unit; AC = acre; gpd = gallons per day; AFY = acre-feet per year.

[1.] Source: Appendix 4-1 "Future Land Use Information" of 2020 Water Master Plan Update (AKM), pp. 13, 24.

[2] Source of potable factors is Appendix E and Appendix K of the 2020 Ontario UWMP, which are excerpts from "City of Ontario Water Master Plan Update" (AKM), June 2020, pp. 4-10-4-11; and "Recycled Water Master Plan Update" (Stantec), June 22, 2020, p. 5.26.

Spreadsheet 2 - Proposed "Project" Parkside Specific Plan Amendment Water Demand

Parkside Specific Plan Amendment [1]				Current Water Demand Factors[2]				Project Potable and Recycled Water Demand (GPD and AFY)				
Planning Area	Project Land Use	Project Additional Units (DU)	Project Gross Acres (AC)[4]	Corresponding TOP Land Use	TOP Max Density (DU/AC)	Potable Water Demand Factor (GPD/DU or GPD/AC)[4]	Recycled Water Demand Factor (GPD/AC) [6]	Potable Water Demand (GPD)	Potable Water Demand (AFY)	Recycled Water Demand (GPD)	Recycled Water Demand (AFY)	Total Water Demand (AFY)
1	Green Court/Lane Loaded Products 1, 2 & 4	-	0	Medium Density Residential (w/ RW)	25	268	750	0	0.00	0	0.00	0.00
2	Lane Load Product 3	-	0	Medium Density Residential (w/ RW)	25	268	750	0	0.00	0	0.00	0.00
3	Lane Load Product 3	-	0	Medium Density Residential (w/ RW)	25	268	750	0	0.00	0	0.00	0.00
4	Green Court/Lane Loaded Products 1, 2, 3 & 4	-	0	Medium Density Residential (w/ RW)	25	268	750	0	0.00	0	0.00	0.00
5	HD Townhomes	(17)	-1.43	Medium Density Residential (w/ RW)	25	268	750	-4,556	-5.10	-1,073	-1.20	-6.30
6	Attached Auto Court 6-8 Plex	49	1.7	Medium Density Residential (w/ RW)	25	268	750	6,232	6.98	1,275	1.84	8.82
7	Green Court 6-8 Plex	64	-1.15	Medium Density Residential (w/ RW)	25	268	750	10,896	12.21	-863	-0.45	11.76
8	Auto Court 6-8 Plex	64	1.89	Medium Density Residential (w/ RW)	25	268	750	10,896	12.21	1,418	1.96	14.16
9	Row Townhomes	64	-1.12	Medium Density Residential (w/ RW)	25	268	750	17,152	19.21	-840	-0.94	18.27
10	Row Townhomes	64	2.33	Medium Density Residential (w/ RW)	25	268	750	17,152	19.21	1,748	1.96	21.17
11	HD Townhomes	65	-1.23	High Density Residential (w/ RW)	40	201	800	4,824	5.40	-984	-0.65	4.76
12	Row Townhomes	65	-1.22	Medium Density Residential (w/ RW)	25	268	750	5,736	6.43	-915	-0.36	6.06
13	Attached Auto Court	64	-1.05	Medium Density Residential (w/ RW)	25	268	750	11,264	12.62	-787	-0.40	12.21
14	Triplex	64	-1.2	High Density Residential (w/ RW)	40	201	800	6,231	6.98	-960	-0.68	6.30
15	HD Townhomes	15	-1.65	Medium Density Residential (w/ RW)	25	268	750	4,020	4.50	-1,238	-1.39	3.12
16	HD Townhomes	15	-1.01	Medium Density Residential (w/ RW)	25	268	750	4,020	4.50	-758	-0.85	3.65
17	Row Townhomes	181	19.77	Low Medium Density Residential (w/ RW)	11	360	700	72,704	81.44	13,839	15.23	96.67
18	Duplex	146	1.37	High Density Residential (w/ RW)	40	201	800	13,764	15.42	1,096	1.98	17.40
Subtotal Proposed "Project" Residential Uses		**903**	**16.00**	-	-	-	-	**180,335**	**202**	**10,959**	**16**	**218**
19	Commercial	-	-12.71	General Commercial (w/ RW)	-	1,800	1,100	-22,878	-25.63	-13,981	-15.66	-41.29
20	Fire Station	-	0	Public Facility (w/ RW)	-	1,700	2,100	0	0.00	0	0.00	0.00
21	Great Park	-	0	Open Space Recreational (w/ RW)	-	1,000	2,350	0	0.00	0	0.00	0.00
22	Private Rec	-	0	Open Space Recreational (w/ RW)	-	1,000	2,350	0	0.00	0	0.00	0.00
23	CD Well Site	-	0	Public Facility (w/ RW)	-	1,700	2,100	0	0.00	0	0.00	0.00
Subtotal "Project" Community Facilities		**-**	**-12.71**	-	-	-	-	**-22,878**	**-26**	**-13,981**	**-16**	**-41**
-	Channel Row [5]	-	0	Open Space Non-Recreational (w/o RW)	-	0	0	0	0.00	0	0.00	0.00
	Subtotal Other Uses	-	-	-	-	-	-	**0**	**0**	**0**	**0**	**0**
Total Proposed "Project" Land Use Plan[9]		**903**	**3.29**	-	-	-	-	**157,457**	**176**	**-3,023**	**0.39**	**177**

UWMP = Urban Water Management Plan; WMP = Water Master Plan; TOP = The Ontario Plan; DU = dwelling unit; AC = acre; gpd = gallons per day; AFY = acre-feet per year.

[1] Source: "Parkside Specific Plan As Amended June 16, 2021, dated 03-28-2022, Table 3-1.

[2] Source of potable factors is "City of Ontario Water Master Plan Update" (AKM), June 2020, pp. 4-10-4-11; source of recycled water factors is "Recycled Water Master Plan Update" (Stantec), June 22, 2020, p. 5.26.

[3] Unit water demand factors are in GPD/DU or GPD/acre. Recycled water factor assumed GPD/acre. Potable and recycled water factor from City's 2020 Water Master Plan, Table 4-8.

[4] The proposed Project changes the maximum allowable density in PA-5 through 18, and reduces the acreage of PA 19. This table shows the effect of the amendment and no water demands are shown for PA's that are not affected by the amendment.

[5] Channel row will not have a demand for potable or recycled water.

Spreadsheet 3 - Proposed Parkside Specific Plan Amendment #1 Water Demand

Parkside Specific Plan and Amendment [1]					Current Water Demand Factors[2]				Project Potable and Recycled Water Demand (GPD and AFY)				
Planning Area (PA)	Land Use	Proposed Dwelling Units (DU)	Proposed Gross Acres (AC)	Proposed Gross Density/ S.F. (DU/AC)	Corresponding TOP Land Use	TOP Max Density (DU/AC)[4]	Potable Water Demand Factor (GPD/DU,	Recycled Water Demand Factor (GPD/AC)	Potable Water Demand (GPD)	Potable Water Demand (AFY)	Recycled Water Demand (GPD)	Recycled Water Demand (AFY)	Total Water Demand (AFY)
1	Green Court/Lane Loaded Products 1, 2 & 4	236	19.97	11.82	Medium Density Residential (w/ RW)	25	268	750	63,248	70.85	14,978	16.78	87.62
2	Lane Load Product 3	41	3.57	11.48	Medium Density Residential (w/ RW)	25	268	750	10,988	12.31	2,678	3.00	15.31
3	Lane Load Product 3	42	3.06	13.73	Medium Density Residential (w/ RW)	25	268	750	11,256	12.61	2,295	2.57	15.18
4	Green Court/Lane Loaded Products 1, 2, 3 & 4	221	15.5	14.26	Medium Density Residential (w/ RW)	25	268	750	59,228	66.34	11,625	13.02	79.37
5	HD Townhomes	122	8.14	14.99	Medium Density Residential (w/ RW)	25	268	750	32,696	36.62	6,105	6.84	43.46
6	Attached Auto Court 6-8 Plex	124	9.04	13.72	Medium Density Residential (w/ RW)	25	268	750	33,232	37.22	6,780	7.59	44.82
7	Green Court 6-8 Plex	132	8.15	16.20	Medium Density Residential (w/ RW)	25	268	750	35,376	39.63	6,113	6.85	46.47
8	Auto Court 6-8 Plex	132	8.53	15.47	Medium Density Residential (w/ RW)	25	268	750	35,376	39.63	6,398	7.17	46.79
9	Row Townhomes	184	9.37	19.64	Medium Density Residential (w/ RW)	25	268	750	49,312	55.24	7,028	7.87	63.11
10	Row Townhomes	207	9.89	20.93	Medium Density Residential (w/ RW)	25	268	750	55,476	62.14	7,418	8.31	70.45
11	HD Townhomes	188	6.88	27.33	High Density Residential (w/ RW)	40	201	800	37,788	42.33	5,504	6.17	48.49
12	Row Townhomes	192	10.58	18.15	Medium Density Residential (w/ RW)	25	268	750	51,456	57.64	7,935	8.89	66.53
13	Attached Auto Court	128	7.48	17.11	Medium Density Residential (w/ RW)	25	268	750	34,304	38.43	5,610	6.28	44.71
14	Triplex	163	5.92	27.53	High Density Residential (w/ RW)	40	201	800	32,763	36.70	4,736	5.30	42.00
15	HD Townhomes	126	6.97	18.08	Medium Density Residential (w/ RW)	25	268	750	33,768	37.82	5,228	5.86	43.68
16	HD Townhomes	105	6.82	15.40	Medium Density Residential (w/ RW)	25	268	750	28,140	31.52	5,115	5.73	37.25
17	Row Townhomes	263	24.64	10.67	Low Medium Density Residential (w/ RW)	11	360	700	94,680	106.05	17,248	19.32	125.38
18	Duplex	244	8.11	30.09	High Density Residential (w/ RW)	40	201	800	49,044	54.94	6,488	7.27	62.20
Subtotal Proposed Residential Uses		**2,850**	**172.62**	**16.51**	-	-	-	-	**748,131**	**838**	**129,279**	**145**	**983**
19	Commercial		2.95	15,000	General Commercial (w/ RW)	-	1,800	1,100	5,310	5.95	3,245	3.63	9.58
20	Fire Station		1.72	-	Public Facility (w/ RW)	-	1,700	2,100	2,924	3.28	3,612	4.05	7.32
21	Great Park		58.86	-	Open Space Recreational (w/ RW)	-	1,000	2,350	58,860	65.93	138,321	154.94	220.87
22	Private Rec		1	-	Open Space Recreational (w/ RW)	-	1,000	2,350	1,000	1.12	2,350	2.63	3.75
23	CD Well Site		0.13	-	Public Facility (w/ RW)	-	1,700	2,100	221	0.25	273	0.31	0.55
	Subtotal Community Facilities	**-**	**64.66**	**-**	-	-	-	-	**68,315**	**77**	**147,801**	**166**	**242**
-	Channel Row [5]	-	13	-	Open Space Non-Recreational (w/o RW)	-	0	2,350	0	0.00	0	0.00	0.00
	Subtotal Other Uses	-	13.00	-	-	-	-	-	**0**	**0**	**0**	**0**	**0**
	Total Proposed Land Use Plan[9]	**2,850**	**250.28**		-	-	-	-	**816,446**	**915**	**277,080**	**310**	**1,225**

UWMP = Urban Water Management Plan; WMP = Water Master Plan; TOP = The Ontario Plan; DU = dwelling unit; AC = acre; gpd = gallons per day; AFY = acre-feet per year.

1. Source: "Parkside Specific Plan As Amended June 16, 2021, dated 03-28-2022, Table 3-1.

[2] Source of potable factors is "City of Ontario Water Master Plan Update" (AKM), June 2020, pp. 4-10-4-11; source of recycled water factors is "Recycled Water Master Plan Update" (Stantec), June 22, 2020, p. 5.26.

[3] Unit water demand factors are in GPD/DU or GPD/acre. Recycled water factor assumed GPD/acre. Potable and recycled water factor from City's 2020 Water Master Plan, Table 4-8.

[4] The proposed Project only changes of the permitted density in PA-5 through 18 and the acreage of PA 19..

[5] Channel row will not have a demand for potable or recycled water.

Spreadsheet 4 - Parkside Specific Plan Approved Water Demand

Parkside Specific Plan [1]					Current Water Demand Factors[2]				Project Potable and Recycled Water Demand (GPD and AFY)				
Planning Area (PA)	Approved Specific Plan Land Use	Approved Dwelling Units (DU)	Approved Gross Acres (AC)[4]	Approved Gross Density (DU/AC) [5]	Corresponding TOP Land Use	TOP Max Density (DU/AC)	Potable Water Demand Factor (GPD/DU or GPD/AC)[4]	Recycled Water Demand Factor (GPD/AC) [6]	Potable Water Demand (GPD)	Potable Water Demand (AFY)	Recycled Water Demand (GPD)	Recycled Water Demand (AFY)	Total Water Demand (AFY)
1	Green Court/Lane Loaded Products 1, 2 & 4	236	19.97	11.82	Medium Density Residential (w/ RW)	25	268	750	63,248	70.85	14,978	16.78	87.62
2	Lane Load Product 3	41	3.57	11.48	Medium Density Residential (w/ RW)	25	268	750	10,988	12.31	2,678	3.00	15.31
3	Lane Load Product 3	42	3.06	13.73	Medium Density Residential (w/ RW)	25	268	750	11,256	12.61	2,295	2.57	15.18
4	Green Court/Lane Loaded Products 1, 2, 3 & 4	221	15.5	14.26	Medium Density Residential (w/ RW)	25	268	750	59,228	66.34	11,625	13.02	79.37
5	HD Townhomes	139	9.57	14.52	Medium Density Residential (w/ RW)	25	268	750	37,252	41.73	7,178	8.04	49.77
6	Attached Auto Court 6-8 Plex	75	7.34	10.22	Low Medium Density Residential (w/ RW)	11	360	700	27,000	30.24	5,138	5.76	36.00
7	Auto Court 6-8 Plex	68	9.3	7.31	Low Medium Density Residential (w/ RW)	11	360	700	24,480	27.42	6,510	7.29	34.71
8	Green Court 8-10 Plex	68	6.64	10.24	Low Medium Density Residential (w/ RW)	11	360	700	24,480	27.42	4,648	5.21	32.63
9	Triplex	120	10.49	11.44	Medium Density Residential (w/ RW)	25	268	750	32,160	36.02	7,868	8.81	44.84
10	Row Townhomes	143	7.56	18.92	Medium Density Residential (w/ RW)	25	268	750	38,324	42.93	5,670	6.35	49.28
11	HD Townhomes	123	8.11	15.17	Medium Density Residential (w/ RW)	25	268	750	32,964	36.92	6,083	6.81	43.74
12	Triplex	127	11.8	10.76	Low Medium Density Residential (w/ RW)	11	360	700	45,720	51.21	8,260	9.25	60.47
13	Attached Auto Court	64	8.53	7.50	Low Medium Density Residential (w/ RW)	11	360	700	23,040	25.81	5,971	6.69	32.50
14	Duplex	99	7.12	13.90	Medium Density Residential (w/ RW)	25	268	750	26,532	29.72	5,340	5.98	35.70
15	Duplex	111	8.62	12.88	Medium Density Residential (w/ RW)	25	268	750	29,748	33.32	6,465	7.24	40.56
16	Triplex	90	7.83	11.49	Medium Density Residential (w/ RW)	25	268	750	24,120	27.02	5,873	6.58	33.60
17	Row Townhomes	82	4.87	16.84	Medium Density Residential (w/ RW)	25	268	750	21,976	24.62	3,653	4.09	28.71
18	HD Townhomes	98	6.74	14.54	Low Medium Density Residential (w/ RW)	11	360	700	35,280	39.52	4,718	5.28	44.80
	Subtotal Approved Residential Uses	**1,947**	**156.62**	**-**	**-**	-	-	-	**567,796**	**636**	**114,948**	**129**	**765**
19	Commercial		15.66	-	General Commercial (w/ RW)	-	1,800	1,100	28,188	31.57	17,226	19.30	50.87
20	Fire Station		1.72	-	Public Facility (w/ RW)	-	1,700	2,100	2,924	3.28	3,612	4.05	7.32
21	Great Park		58.86	-	Open Space Recreational (w/ RW)	-	1,000	2,350	58,860	65.93	138,321	154.94	220.87
22	Private Rec		1	-	Open Space Recreational (w/ RW)	-	1,000	2,350	1,000	1.12	2,350	2.63	3.75
23	CD Well Site		0.13	-	Public Facility (w/ RW)	-	1,700	2,100	221	0.25	273	0.31	0.55
	Subtotal Community Facilities	**-**	**77.37**	**-**	-	-	-	-	91,193	102	161,782	181	283
-	Channel Row	-	13	-	Open Space Non-Recreational (w/o RW)	-	0	0	0	0.00	0	0.00	0.00
	Subtotal Other Uses	-	13.00	-	-	-	-	-	**0**	**0**	**0**	**0**	**0**
	Total Approved Land Use Plan[9]	**1,947**	**246.99**	**-**	-	-	-	-	**658,989**	**738**	**276,730**	**310**	**1,048**

UWMP = Urban Water Management Plan; WMP = Water Master Plan; TOP = The Ontario Plan; DU = dwelling unit; AC = acre; gpd = gallons per day; AFY = acre-feet per year.

1. Source: "Parkside Specific Plan As Amended June 16, 2021, dated 03-28-2022, Table 3-1.

[2] Source of potable factors is "City of Ontario Water Master Plan Update" (AKM), June 2020, pp. 4-10-4-11; source of recycled water factors is "Recycled Water Master Plan Update" (Stantec), June 22, 2020, p. 5.26.

[3] Unit water demand factors are in GPD/DU or GPD/acre. Recycled water factor assumed GPD/acre. Potable and recycled water factor from City's 2020 Water Master Plan, Table 4-8.

[4] The proposed Project only changes of the permitted density in PA-5 through 18 and the decrease in acreage in PA 19.

[5] Channel row will not have a demand for potable or recycled water.

WRITTEN VERIFICATION OF SUFFICIENT WATER SUPPLY

FOR PARKSIDE SPECIFIC PLAN AMENDMENT

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SB 221 Written Verification of Sufficient Water Supply

1.1 Introduction

Senate Bill 221 (SB 221) was enacted in 2001 and became effective as of January 1, 2002. SB 221 establishes the relationship between the Water Supply Assessment (WSA) prepared for a project pursuant to Senate Bill 610 (SB 610), and the project approval under the Subdivision Map Act. SB 221 amends Section 11010 of the Business and Professional Code, and amends Section 65867.5 to add Sections 66455.3 and 66473.7 to the California Government Code. Pursuant to Government Code Section 66473.7, the public water supplier must provide a written verification of sufficient water supply (WV) prior to the approval of a tentative subdivision map, or a parcel map for which a tentative map was not required, or a development agreement for a subdivision of property of more than 500 dwelling units, except as specified, including the design of the subdivision or similar type of improvement.

1.2 Purpose

The purpose of the WV is to provide the legislative body of a city, county, or the designated advisory agency with written verification from the applicable public water supplier that a sufficient water supply is available, or, in addition, a specified finding is made by the local agency that sufficient water supplies are, or will be, available prior to completion of the project.

The WV shall be supported by substantial evidence, which may include relevant portions of an applicable Urban Water Management Plan (UWMP) or a WSA prepared per SB 610. Many of the requirements for SB 610 compliance will satisfy the requirements of SB 221. There are four factors to be considered in a WV which are not required in a WSA as specified by Government Code Section 66473.7. Those four factors, which are specifically addressed in this WV are as follows:

1. Historical water supplies for at least 20 years;

2. Urban Water Shortage Contingency Analysis prepared for the water supplier's UWMP;

3. Supply reduction for "specific water use sector" per water supplier's resolution, ordinance, or contract; and

4. Amount of water that can be reasonably relied upon from specific supply projects, subject to the determinations outlined in Government Code Section 66473.7.

1.3 Project Description and Water Demand

This WV has been prepared in conjunction with a WSA for *Parkside Specific Plan Amendment* ("Project"). The Parkside Specific Plan currently encompasses approximately 250 gross acres within the City of Ontario's 8,200-acre Ontario Ranch. *Annexed in 1999, the presently agricultural Ontario Ranch is planned to be developed into residential, commercial, industrial, and public uses* (UWMP, p. 3-1). The proposed Project will change the number of Planning Areas (PAs) from 25 to 23 and change the acreages, maximum allowable densities, and maximum allowable dwelling units of PA-5 through PA-19. With these changes, approximately 16 gross acres of non-residential PA will convert to residential uses and the total number of allowable units in the Specific Plan will increase by 903 units from 1,947 units to 2,850 units (SPA, p. 1-7). The proposed Specific Plan Amendment will not change PA-1 through PA-4, and PA-20 through PA-23 and the Cucamonga Creek Channel right-of-way.

The City of Ontario Municipal Utilities Company (OMUC)[1] is the water supplier for the Project and for the City. OMUC commissioned a WSA and WV from Albert A. Webb Associates (WEBB) on March 23, 2022. The purpose of preparing this WV for the entire Project is to preclude the need for individual "Written Verification" letters being

[1] OMUC is a department of the City of Ontario and the terms may be used interchangeably herein.

prepared for the individual residential development projects that will qualify for a WV within the Parkside Specific Plan Amendment area. SB 221 applies to the Project because there will be residential subdivisions that may have more than 500 units which exceed the criteria set in 66473.7(a) of 500 units.

The key question for this WV to address per SB 221 is whether the water supplier is able to provide a sufficient water supply based upon an analysis as to whether water supplies available during normal, single-dry, and multiple-dry years within a 20-year projection will meet the projected demand associated with the proposed subdivision, in addition to existing and planned future uses, including, but not limited to, agriculture and industrial uses (DWR 2003).

1.4 Verification of Sufficient Water Supply

A detailed evaluation of OMUC's water supply was performed under the attached WSA for the Project. Attached to the WSA is the adopted City of Ontario 2020 UWMP which addresses normal, single dry, and multiple dry year conditions (Appendix A). The 2020 UWMP determined that sufficient water supply exists to support the demands of the OMUC service area. The WSA determined that the water demand of the Project is less than the water demand for the same site that was assumed in the 2020 UWMP; therefore, the demand was accounted for in the 2020 UWMP. The WSA concludes that sufficient water supply exists to support the Project.

20-Year Water Supply Availability

OMUC has been able to meet all water demands with its available water supplies for the past 20 years. Table 3-2 of the attached WSA shows the recorded water supplies from 2000-2021 that were utilized to meet the demand within OMUC's service area. A supply source that is available to OMUC that is not included in Table 3-2 are the groundwater storage accounts to which OMUC has rights to store water in the Chino Basin. As of FY 20/21, the City has approximately 96,992.4 AF held in storage (CBWM, pp. 11.1, 12.1).

Urban Water Shortage Contingency Analysis (Plan)

The urban water shortage contingency analysis (Water Shortage Contingency Plan [WSCP]) prepared for the most recent UWMP is contained within Chapter 8 of Ontario's 2020 UWMP (Appendix A). The WSCP is based on a draft Water Conservation Plan located in Appendix N of the 2020 UWMP that is an update of the City's Ordinance No. 3027. The WSCP includes stages of action, prohibitions on end uses, penalties and enforcement measures, determination of water shortage reductions, revenue and expenditure impacts, and catastrophic supply interruption.

The 2020 WSCP and draft Water Conservation Plan are consistent with the stringent emergency conservation regulations mandated by the State Water Resources Control Board in response to statewide drought conditions. The purpose of the ordinance and the Water Conservation Plan are to minimize the potential for a water shortage through the practice of water conservation, and to minimize the effect of a shortage of water supplies on the water customers of the City. In addition, it is the intent of the ordinance and the Water Conservation Plan to adopt provisions that will significantly reduce the inefficient consumption of water, thereby extending the available water resources necessary for domestic, sanitation, and fire protection of the community to the greatest extent possible (Municipal Code Sec. 6-8.21).

The 2020 WSCP and draft Water Conservation Plan describe the methods to respond to a water supply shortage of more than 50 percent. Six stages of conservation are described (Stages 1-6) with increasing conservation requirements and penalties depending on the severity of the shortage (UWMP, p. 8-8).

Supply Reduction for Specific Water Use Sector

OMUC's 2020 WSCP and draft Water Conservation Plan establish voluntary and mandatory water conservation requirements which shall take effect upon implementation. During a water shortage crisis, certain mandatory restrictions on water use will be imposed on the public. The voluntary water use prohibitions apply at all times. Stage 1 to 6 prohibitions will be progressively implemented according to the

severity of the water crisis (OMUC 2020 UWMP, Appendix N). The restrictions and prohibitions on end users that correspond to Stages 1 to 6 are outlined in Table 8-2 of the City's 2020 UWMP (p. 8-3). OMUC does not have a water supply allocation plan. No single water use sector is identified in the 2020 WSCP or draft Water Conservation Plan for supply reductions in the event of a water shortage crisis.

Amount of Water That Can Be Reasonably Relied Upon from Specific Supply Project(s)

This requirement of the WV pertains to projected water supplies that the water supplier can reasonably rely on that are not currently available to the public water system. All projected water supplies are currently available to OMUC but may not be fully utilized to date. Descriptions of the supplies available to OMUC are in Section 3 of the attached WSA.

1.5 Substantial Evidence of Verification of Sufficient Water Supply

This WV does not rely on projected water supplies that are not currently available to OMUC. The water supplies that OMUC will continue to rely on that are projected to be sufficient to meet current and future needs are described in Section 3 of the attached WSA. Because projected supply sources are currently available to OMUC, supporting information pursuant to Gov. Code section 66473.7 is not provided herein. This would include written contracts or other proof of valid rights to supplies under development, an adopted capital outlay program to finance delivery of supplies under development, permits to construct supply infrastructure for supplies under development, and regulatory approvals for conveyance or delivery of supplies under development. Copies of the rights, contracts, and other entitlements to water supplies available to OMUC are provided in the appendices to the attached WSA.

1.6 Impacts to Agricultural and Industrial Users

Gov. Code section 66473.7 requires this WV to contain a description of reasonably foreseeable impacts of the proposed subdivision on the availability of water resources

for agricultural and industrial uses within the water supplier's service area that are not currently receiving water from the water supplier but are utilizing the same sources of water. Water used by industrial and agricultural users that is not provided to them by OMUC would come from their private wells to access the Chino Groundwater Basin, which OMUC also utilizes. Adverse impacts to such entities as a result of the Project is not anticipated because the Chino Basin is an adjudicated basin with a court appointed Watermaster who monitors and enforces the provisions of the 1978 Judgment and subsequent orders of the court. As discussed in Section 4 of the attached WSA, the Watermaster develops and implements an Optimum Basin Management Program to sustainably manage the basin for all users.

In regard to agricultural users, the original (2006) Parkside Specific Plan Final Environmental Impact Report (EIR) stated: "The GPA [General Plan Amendment] for the NMC [New Model Colony, now referred to as Ontario Ranch] (1998) projects a nearly 100 percent conversion of existing agricultural land to non-agricultural uses, except for approximately 200 acres of land that are owned by the County of San Bernardino and managed by the Southern California Land Foundation…This property will not be converted to non-agricultural uses by the proposed project [Parkside Specific Plan] (WEBB 2006, p. III-1-8). Further, "The General Plan Amendment for the New Model Colony [Ontario Ranch] Final EIR was certified with Overriding Consideration findings related to the cumulative loss of agriculture. Cumulative losses of Farmland resulting from this project [Parkside Specific Plan] were a part of that original Final EIR and Statement of Overriding Consideration" (WEBB 2006, p. III-1-13). As planned for by the City and discussed in the attached WSA, agricultural properties are projected to decrease with the conversion of Ontario Ranch to non-agricultural activities (WSA Figures 8 and 9). Table 3-7 of the attached WSA also forecasts declines in recycled water use by agriculture, reaching zero use by 2040. As of 2020, there are 20 agricultural recycled water irrigation sites (2020 Annual Report to DDW). The proposed future subdivision(s) is (are) not anticipated to have adverse impacts on the shared water supply source because the 2020 UWMP has incorporated planned future

declines in agricultural use in the water demand projections, which includes declines in private wells and conversion to OMUC supplies.

In regard to industrial uses, they are currently (2020) the third most common land use type in the City (after Agricultural Multi-Use at 21.2 percent and Residential at 19.3 percent), making up approximately 5,498 acres or 17.3 percent of the total (AKM 2020, p. 2-5). The ultimate citywide land use plan (*The Ontario Plan 2010)* plans for an increase of business parks and industrial uses to cover about 7,818 acres or 24.6 percent at buildout (AKM 2020, p. 2-7). Further, the 2020 UWMP projections in the attached WSA show potable water use by industrial uses increasing from 2,078 AFY in 2020 to 3,728 AFY in 2040 (WSA Table 2-3) and industrial use of recycled water is projected to increase from 986 AFY in 2020 to 3,680 AFY in 2045 (WSA Table 3-7). As of 2020, there are three industrial recycled water sites (2020 Annual Report to DDW). The proposed future subdivision(s) is (are) not anticipated to have adverse impacts on the shared water supply source because the 2020 UWMP water demand projections have accounted for future increases in potable and recycled water use by industrial uses, in addition to other uses.

For each acre of agricultural land that converts to urban use, the initial Safe Yield of the appropriative pool member serving the converted land is increased by 2 acre-feet. In addition, properties that were on private wells are expected to connect to OMUC infrastructure. Therefore, OMUC's share of the Safe Yield will continue to increase as Ontario Ranch develops, in addition to a decline in private wells in the Chino Basin.

1.7 Priority to Proposed Lower Income Housing Projects

Pursuant to Gov. Code section 65589.7, the determinations made by the WV shall be consistent with the obligation of a public water system to grant a priority for the provision of available and future water resources or services to proposed housing developments that help meet the City's (or County's) share of the regional housing needs for lower income households.

The 2020 UWMP states that the City has considered the demographic factors of severely low-income earners, single-parent families, large families, seniors, people with disabilities, and homeless persons "which can affect the City's water management planning" (p. 3-7). Further, the 2020 UWMP indicates that lower income residential demands are included in water use projections (*ibid,* p. 4-12).

OMUC recognizes the obligation that is required pursuant to Gov. Code section 65589.7 and will provide service to customers regardless of housing type or income level. The following excerpt (next page) from the *Parkside Specific Plan (March 2022 draft)* "General Plan Consistency Analysis" describes the Project's consistency with applicable policies from the City General Plan Housing Element (pp. 9-3, 9-4).

Housing Element	
GOAL H2: Diversity of types of quality housing that are affordable to a range of household income levels, accommodate changing demographics, and support and reinforce the economic sustainability of Ontario.	
H2-4 New Model Colony. We support a premier lifestyle community in the New Model Colony distinguished by diverse housing, highest design quality, and cohesive and highly amenitized neighborhoods.	The Specific Plan features detached and attached single-family and multi-family housing types in a variety of plotting configurations distinguished by the highest design quality and cohesive and highly amenitized neighborhoods.
H2-5 Housing Design. We require architectural excellence through adherence to City design guidelines, thoughtful site planning, environmentally sustainable practices and other best practices.	The Specific Plan has is own design guidelines to achieve architectural excellence.
GOAL H4: Increased opportunities for low and moderate income households and families to afford and maintain quality ownership and rental housing opportunities, including move-up opportunities.	
H4-4: Mixed-income Housing. We encourage the integration of affordable housing in the New Model Colony, Ontario Airport Metro Center Area, and existing neighborhoods.	The Specific Plan provides for a wide range of home ownership opportunities for many different lifestyles.
GOAL H5: A full range of housing types and community services that meet the special housing needs for all individuals and families in Ontario, regardless of income level, age or other status.	
H5-1 Senior Housing. We support the development of accessible and affordable senior housing and provide financial assistance for seniors to maintain and improve their homes.	All development will meet the required accessibility requirements of either the California Residential Code or the California Building Code.
H5-3 Disabled People. We increase the supply of permanent, affordable and accessible housing for people with disabilities, and provide assistance to allow them to maintain and improve their homes.	All development will meet the required accessibility requirements of either the California Residential Code or the California Building Code.

Source: Parkside Specific Plan (March 2022 draft) "General Plan Consistency Analysis" (pp. 9-3, 9-4).

1.8 Verification That Relies on Groundwater

Law

Gov. Code Sec. 66473.7 (h)

> *Where a water supply for a proposed subdivision includes groundwater, the public water system serving the proposed subdivision shall evaluate, based on substantial evidence, the extent to which it or the landowner has the right to extract the additional groundwater needed to supply the proposed subdivision. Nothing in this subdivision is intended to modify state law with regard to groundwater rights.*

Section 4 of the attached WSA describes OMUC's legal right to extract groundwater from the Chino Basin.

1.9 Finding of Sufficient Water Supply

As depicted in Table 3-2 and Table 3-3 of the attached WSA, the City's existing and ultimate total water supply (39,921 AFY in FY 19/20 and 73,668 AFY in 2045, respectively) are sufficient to meet the existing and anticipated water demands from its service area including the proposed Project's demand of 1,225 AFY (WSA Table 2-5). Based on the analysis herein and the attached WSA, OMUC finds that "sufficient water supply" is available to support the projected subdivisions within the Parkside Specific Plan amendment area as it is currently described herein.

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References

AKM 2020	AKM Consulting Engineers, *City of Ontario 2020 Water Master Plan Update.* June 2020. (WSA Appendix B)
CBWM	Chino Basin Watermaster. *Approved 2021/2022 Assessment Package for Production Year 2021-2022*. November 18, 2021.
Judgment	Judgment, Chino Basin Municipal Water District v. City of Chino, et al., San Bernardino Ct. No. 164327 (filed Jan. 30, 1978). Includes amendments thereto. (WSA Appendix M)
SPA	SC Ontario Development Company, LLC, *Parkside Specific Plan March 2022 Draft*.
UWMP	Stetson Engineers. *City of Ontario 2020 Urban Water Management Plan*. June 2021. (WSA Appendix A)
Webb 2006	Albert A. Webb Associates. *Parkside Specific Plan Final Environmental Impact Report SCH No. 2004011008.* July 2006.
WSA	Albert A. Webb Associates. *Water Supply Assessment for Parkside Specific Plan Amendment.* May 2022.

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PSPA21-006, AN AMENDMENT TO THE PARKSIDE SPECIFIC PLAN TO; A) INCREASE THE RESIDENTIAL UNIT CAPACITY FROM 1,947 TO 2,851 DWELLING UNITS BY MODIFYING DENSITY RANGES IN RESIDENTIAL PLANNING AREAS AND ADJUSTING CERTAIN PLANNING AREA BOUNDARIES; B) DECREASE COMMERCIAL LAND USE FROM 11.15 ACRES OF LAND TO 2.77 ACRES OF LAND WITHIN PLANNING AREA 19; C) DECREASE GREAT PARK LAND USE FROM 58.86 ACRES OF LAND TO 37.38 ACRES WITHIN PLANNING AREA 21; D) INCREASE RESIDENTIAL LAND USE FROM 9.58 ACRES OF LAND TO 27.81 ACRES WITHIN PLANNING AREAS 17 AND 18; E) UPDATE CERTAIN DEVELOPMENT STANDARDS AND BUILDING CATEGORIES; AND F) ELIMINATE THE PRIVATE OPEN SPACE LAND USE IN PLANNING AREAS 23, 24, AND 25, WHICH IS COMPRISED OF APPROXIMATELY 250-ACRES OF LAND BORDERED BY CARPENTER AVENUE ON THE WEST, ARCHIBALD AVENUE ON THE EAST, EUCALYPTUS AVENUE ON THE SOUTH, AND ONTARIO RANCH ROAD ON THE NORTH AND MAKING FINDINGS IN SUPPORT THEREOF—APNS: 0218-221-10, 0218-221-11, 0218-231-45, 0218-231-04, 0218-231-08, 0218-231-10, 0218-231-11, 0218-231-13, 0218-231-15, 0218-231-16, 0218-231-23, 0218-231-24, 0218-231-31, 0218-231-32, 0218-231-34, 0218-231-36, 0218-231-39, 0218-063-06, 0218-063-07, 0218-073-04, 0218-073-06, 0218-073-07, 0218-063-04 AND 0218-231-47 AND 0218-231-48.

WHEREAS, SC ONTARIO DEVELOPMENT COMPANY, LLC. (hereinafter referred to as "Applicant") has filed an Application for the approval of an Amendment to the Parkside Specific Plan, File No. PSPA21-006, as described in the title of this Resolution (hereinafter referred to as "Application" or "Project"); and

WHEREAS, the Application applies to approximately 250 acres of land generally located east of Carpenter Avenue, west of Archibald Avenue, south of Ontario Ranch Road, and north of Eucalyptus Avenue within the Parkside Specific Plan and is presently improved with detached single-family homes located within Planning Areas 2 thru 4, the Cucamonga Flood Control Channel, Chino Basin Desalter well site, and a City Fire Station; and

WHEREAS, the property to the north of the Project site is within the Avenue Specific Plan zoning district and is undeveloped. The property to the east is within the Grand Park Specific Plan zoning district and is undeveloped. The property to the south is within the Merrill Commerce Center and Subarea 29 zoning district and is developed with Industrial and single family residential. The property to the west is within the Specific Plan and Agricultural Overlay zoning district, and is developed with Agricultural; and

WHEREAS, the Project will increase the allowable residential unit capacity from 1,947 to 2,851 dwelling units by increasing the anticipated number of units across all residential planning areas, except for Planning Areas 1 thru 4, and adjusting boundaries of Planning Areas 17, 18, 19 and 21 consistent with The Ontario Plan (TOP) 2050 Medium Density Residential land use designation density range of 11.1 to 25 dwelling units per acre (du/acre), and increase residential land use from 9.58 acres of land to 27.81 acres within Planning Areas 17 and 18; and

WHEREAS, the Project will result in the decrease of commercial use from 11.15 acres of land/115,000 square feet to 1.81 acres of land/15,000 square feet within Planning Area 19, and decrease Grand Park land use from 58.86 acres of land to approximately 37.38 acres within Planning Area 21 which is also consistent with the 2050 Ontario Plan (TOP); and

WHEREAS, the Project will eliminate the private open space land use in Planning Areas 23, 24, and 25; and

WHEREAS, the Project will clarify the description of housing typologies to include detached Lane Loaded, Cluster Homes (Auto Courts and Green Courts), Row Townhomes, and Multifamily Attached Home Types, and expand the number of PAs in which each typology is allowed to be developed to encourage a diversity of housing types within the Specific Plan area; and

WHEREAS, the Project will allow street parking on private streets to accommodate guest parking requirements, and multiple-family rental developments within a master plan community may deviate from the standard garage interior clear space of 10 feet by 20 feet as required by the Development Code to 9 feet by 20 feet or 10 feet by 18 feet where garages are proposed to meet parking requirements, and no more than 33 percent of required parking may be counted where the reduction is utilized; and

WHEREAS, the Parkside Specific Plan Environmental Impact Report (State Clearinghouse No. 2004011008) was certified on September 5, 2006 (hereinafter referred to as "Certified EIR"), in which development and use of the Project site was discussed; and

WHEREAS, the Planning Director of the City of Ontario prepared and approved for attachment to the certified Environmental Impact Report, an Addendum to the Certified EIR (hereinafter referred to as "EIR Addendum") in accordance with the requirements of the California Environmental Quality Act of 1970, together with State and local guidelines implementing said Act, all as amended to date (collectively referred to as "CEQA"); and

WHEREAS, the environmental impacts of this project were thoroughly analyzed in the EIR Addendum, which concluded that implementation of the Project could result in a number of significant effects on the environment that were previously analyzed in the Certified EIR, and that the Certified EIR identified mitigation measures that would reduce each of those significant effects to a less-than-significant level; and

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

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

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

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

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

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

WHEREAS, on November 28, 2023, the Planning Commission of the City of Ontario conducted a hearing to consider the EIR Addendum and the Project, and concluded said hearing on that date, voting to issue Resolution No. PC23-094, recommending the City Council adopt the EIR Addendum, and voting to issue Resolution No. PC23-095, recommending the City Council approve the Application; and

WHEREAS, as the first action on the Project, on December 19, 2023, the City Council issued a Resolution adopting the EIR Addendum, finding that the proposed Project introduces no new significant environmental impacts and applying all previously adopted mitigation measures to the Project, which were incorporated by reference; and

WHEREAS, on December 19, 2023, the City Council of the City of Ontario conducted a hearing to consider the Project, and concluded said hearing on that date; and

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

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

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

SECTION 2: ***Airport Land Use Compatibility Plan ("ALUCP") Compliance.*** The California State Aeronautics Act (Public Utilities Code Section 21670 et seq.) requires that an Airport Land Use Compatibility Plan be prepared for all public use airports in the State; and requires that local land use plans and individual development proposals must be consistent with the policies set forth in the adopted Airport Land Use Compatibility Plan.

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

(2) On August 2, 2022, the City Council of the City of Ontario approved and adopted a Development Code Amendment to establish the Chino Airport ("CNO") Overlay Zoning District ("OZD") and Reference I, Chino Airport Land Use Compatibility Plan ("CNO ALUCP"). The CNO OZD and CNO ALUCP established the Airport Influence Area for Chino Airport, solely within the City of Ontario, and limits future land uses and development within the Airport Influence Area, as they relate to safety, airspace protection, and overflight impacts of current and future airport activity. The CNO ALUCP is consistent with policies and criteria set forth within the Caltrans 2011 California Airport Land Use Planning Handbook. The proposed Project is located within the Airport Influence Area of Chino Airport and was evaluated and found to be consistent with the California Airport Land Use Planning Handbook and the CNO ALUCP. As the decision-making authority for the Project, the City Council has reviewed and considered the facts

and information contained in the Application and supporting documentation against the CNO ALUCP compatibility factors, including Safety, Airspace Protection, Overflight. As a result, the City Council, therefore, finds and determines that the Project, when implemented in conjunction with the conditions of approval, will be consistent with the policies and criteria set forth within the California Airport Land Use Planning Handbook and the Chino ALUCP.

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

(1) ***The proposed Specific Plan, or amendment thereto, is consistent with the goals, policies, plans and exhibits of the Vision, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan.*** The proposed Specific Plan Amendment is consistent with the Vision, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan, in that the Specific Plan Amendment contributes toward the legislative framework for the implementation of The Ontario Plan components, guiding growth and development within the project area to achieve optimum results from the City's physical, economic, environmental, and human resources.

(2) ***The proposed Specific Plan, or amendment thereto, would not be detrimental to the public interest, health, safety, convenience, or general welfare of the City.*** The development standards and guidelines established by the proposed Specific Plan Amendment have been created with the intent to safeguard and further the public interest, health, safety, convenience, and/or general welfare, and to ensure that the purposes of The Ontario Plan and the proposed Specific Plan Amendment, are maintained.

(3) ***In the case of an application affecting specific property(ies), the proposed Specific Plan, or amendment thereto, will not adversely affect the harmonious relationship with adjacent properties and land uses.*** The location of the proposed Specific Plan Amendment, and the proposed conditions under which future developments will be constructed and maintained, is consistent with the Policy Plan component of The Ontario Plan and the Development Code, and, therefore, will not adversely affect the harmonious relationship with adjacent properties and land uses.

(4) ***In the case of an application affecting specific property(ies), the subject site is physically suitable, including, but not limited to, parcel size, shape, access, and availability of utilities, for the request and anticipated development.*** The proposed Specific Plan Amendment has been reviewed by all City departments, which have established that the project site is physically suitable for the anticipated development in terms of parcel size, shape, and availability of utilities.

SECTION 4: ***City Council Action.*** Based upon the findings and conclusions set forth in Sections 1 through 3, above, the City Council hereby APPROVES the herein described amendment to the Parkside Specific Plan, attached hereto as "Attachment A," and incorporated herein by this reference.

SECTION 5: ***Indemnification.*** The Applicant shall agree to defend, indemnify and hold harmless, the City of Ontario or its agents, officers, and employees from any claim, action or proceeding against the City of Ontario or its agents, officers or employees to attack, set aside, void, or annul this approval. The City of Ontario shall promptly notify the applicant of any such claim, action, or proceeding, and the City of Ontario shall cooperate fully in the defense.

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

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

PASSED, APPROVED, AND ADOPTED this 19th day of December 2023.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2023- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held December 19, 2023 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2023- duly passed and adopted by the Ontario City Council at their regular meeting held December 19, 2023.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

ATTACHMENT A:

File No. PSPA21-006;
Amendment to the Parkside Specific Plan

(Document follows this page)



Parkside

Specific Plan

Adopted August 2006

Specific Plan Amendment R2020–082 Adopted June 16, 2020

November 2023 DRAFT

2001368

Parkside

SPECIFIC PLAN

Portions of Subareas 22 and 23
Parkside at ~~New Model Colony~~ Ontario Ranch
PSP03-002

Approved by City of Ontario City Council on 08/15/2006
Amended by City of Ontario City Council on 07/20/2009 (PSPA09-001)
Amended by City of Ontario City Council on 06/16/2020 (SPA R2020-82/EIR Addendum R2020-081)

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Chapter 1: Specific Plan Overview



New York City, New York: Park Row and City Hall Park

1.0 Specific Plan Overview

Parkside is comprised of approximately ~~250.9~~ 248.46 gross acres and 23 Planning Areas (exclusive of Cucamonga Creek). ~~The Specific Plan includes the western portion of Subarea 23, between Cucamonga Creek and Archibald Ave., and the eastern portion of Subarea 22, between Cucamonga Creek and future Carpenter Ave. The entire Specific Plan area amounts to 237.9 acres in 25 planning areas (exclusive of Cucamonga Creek). Net project acreage amounts to 203.2 acres~~. Refer to Table 1-1: Parkside Land Use Summary.

The regional context and local setting of the Specific Plan area are illustrated in Exhibit 1-1: Regional Location Map and Exhibit 1-2: Vicinity Map.

The Specific Plan is consistent with and implements the Medium Density Residential allocation (11.1 to 25 dwelling units permitted per gross acre) and broad "community design" policy requirements for Ontario Ranch, including a general neo-traditional community design. These include:

- Integration with and connectivity to the Great Park;
- Creation of a "sense of place;"
- Diversity in housing product and architecture;
- Pedestrian connectivity;
- Smaller "neighborhoods;" and
- Elimination of the "subdivision" feel.

On January 26th, 2010, the City adopted The Ontario Plan (TOP) which serves as the City's new business plan and includes a long-term Vision and a principle based Policy Plan (General Plan). The City's Policy Plan, which acts as the City's General Plan, designates (Policy Plan Exhibit LU-1- Land Use Plan) the project site for development of Medium Density Residential (11.1 to 25 dwelling units per acre), Neighborhood Commercial, Public Facility, and Open Space-Parkland.

Consistent with the ~~adopted 2010~~ adopted 2050 Ontario Plan ~~General Plan~~, Parkside is allowed a maximum of ~~1,947~~ 2,851 residential units, Neighborhood Commercial area, a fire station and a Chino Desalter Authority (CDA) production well site; see Table 1-1: Parkside Land Use Summary. The 2050 TOP allows for 3,813 units.

A variety of residential neighborhoods are planned within Parkside, with varying product design and architectural character. Residential products envisioned for Parkside include, but are not limited to, conventional/compact single family detached homes, green/motorcourt clusters, duplexes, triplexes, townhomes, condominiums, and apartments. ~~A maximum total of 1,947 2,846 dwelling units are proposed for Parkside.~~

It should be noted that use of the term "Parkside" throughout this document applies to the entire Specific Plan area. The Specific Plan area is held under a single ownership, by SC Ontario Development Company, LLC ("SC Ontario"), with the following exceptions: Cucamonga Creek Channel, The New Home Company owns PA-2 through PA-4, the City owns the Fire Station (PA-20), and Chino Desalter Authority owns PA-~~26~~23.

The Parkside Specific Plan area occupies a strategic location providing a crucial link between major active recreation uses planned east of Archibald Ave., and the future ~~Town Center~~ residential and mixed use development planned to the west of Parkside.

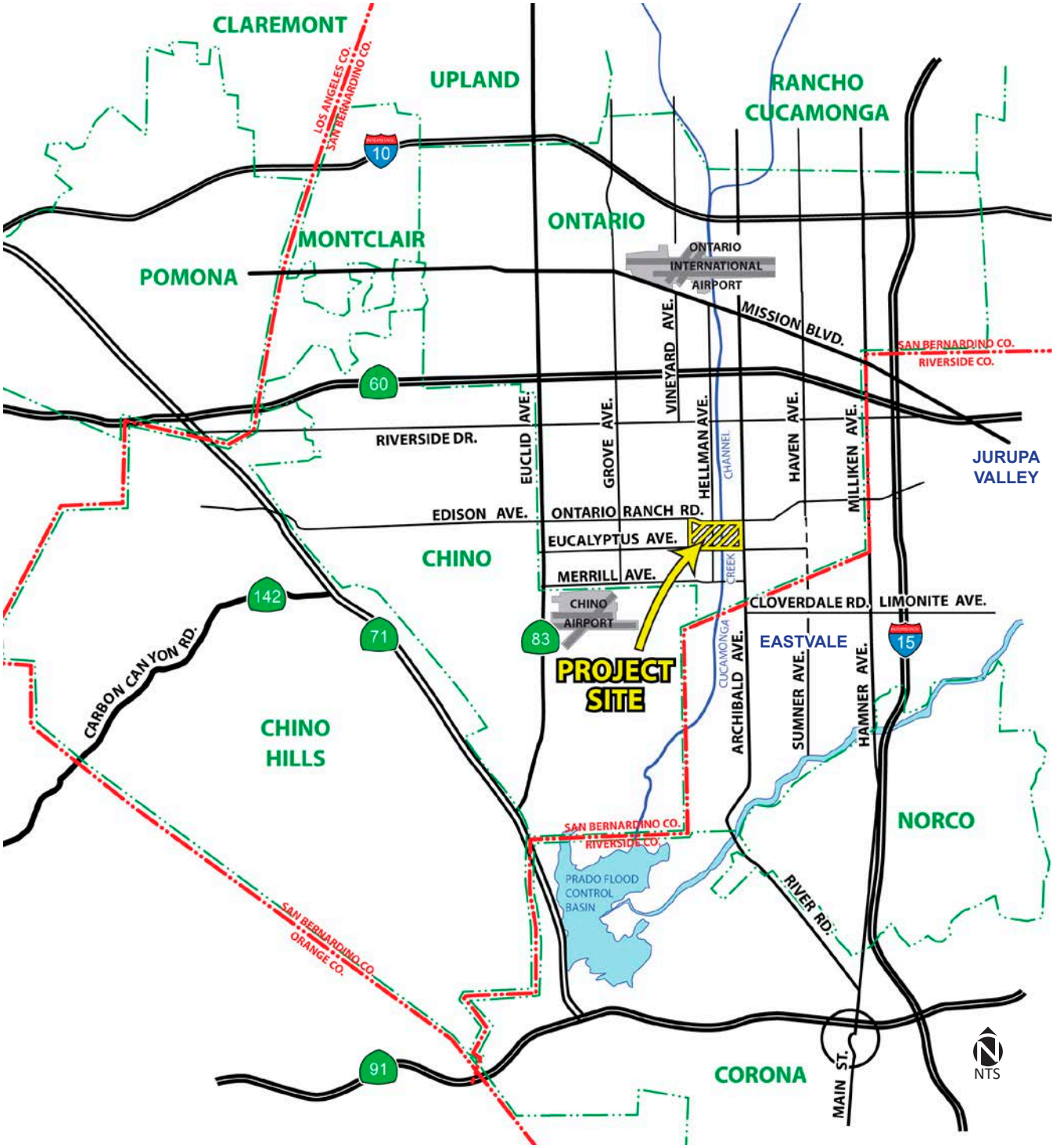
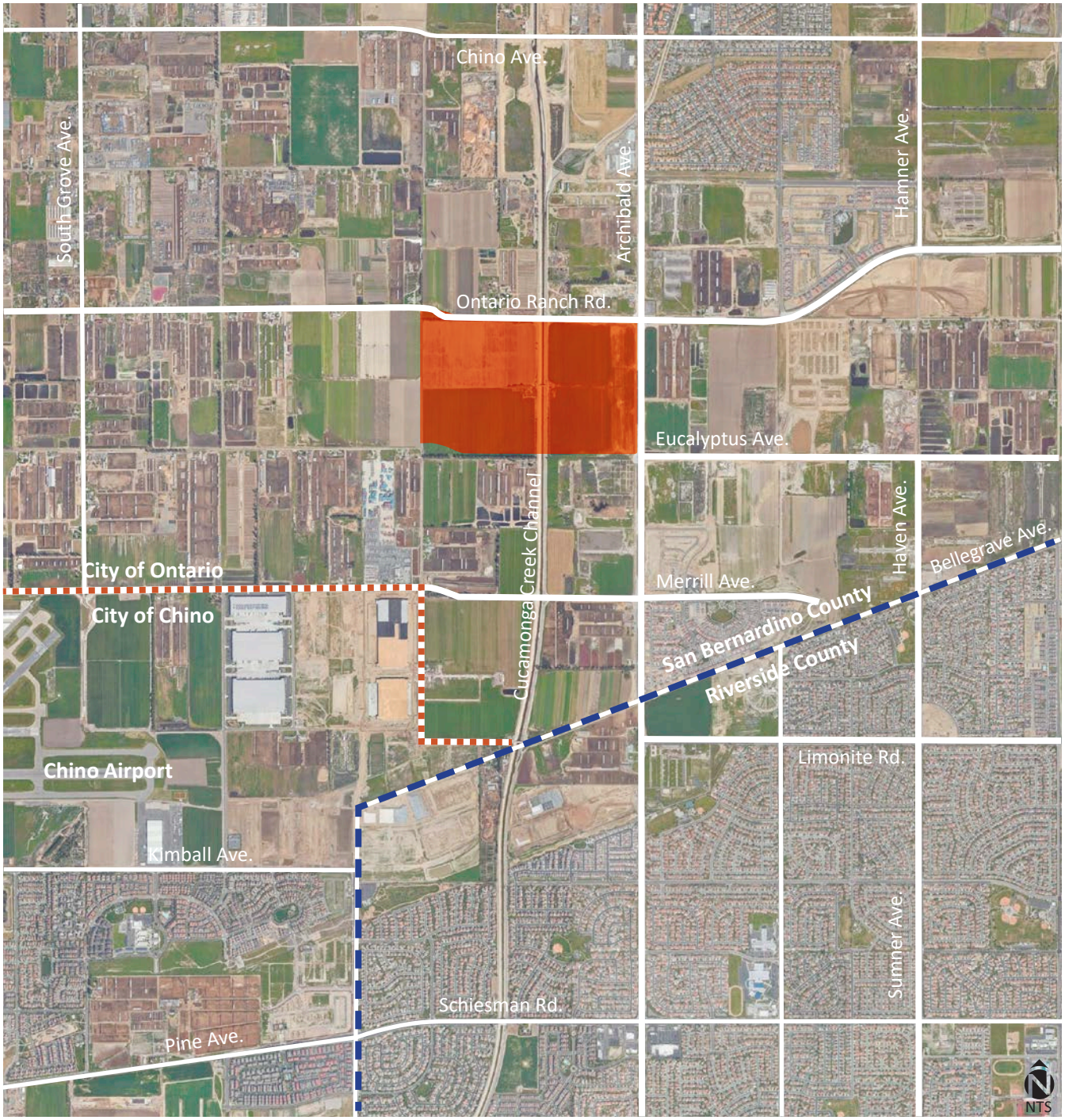


Exhibit 1-1: Regional Location Map



Legend

- Specific Plan Site
- County Boundaries
- City Boundaries

Exhibit 1-2: Vicinity Map

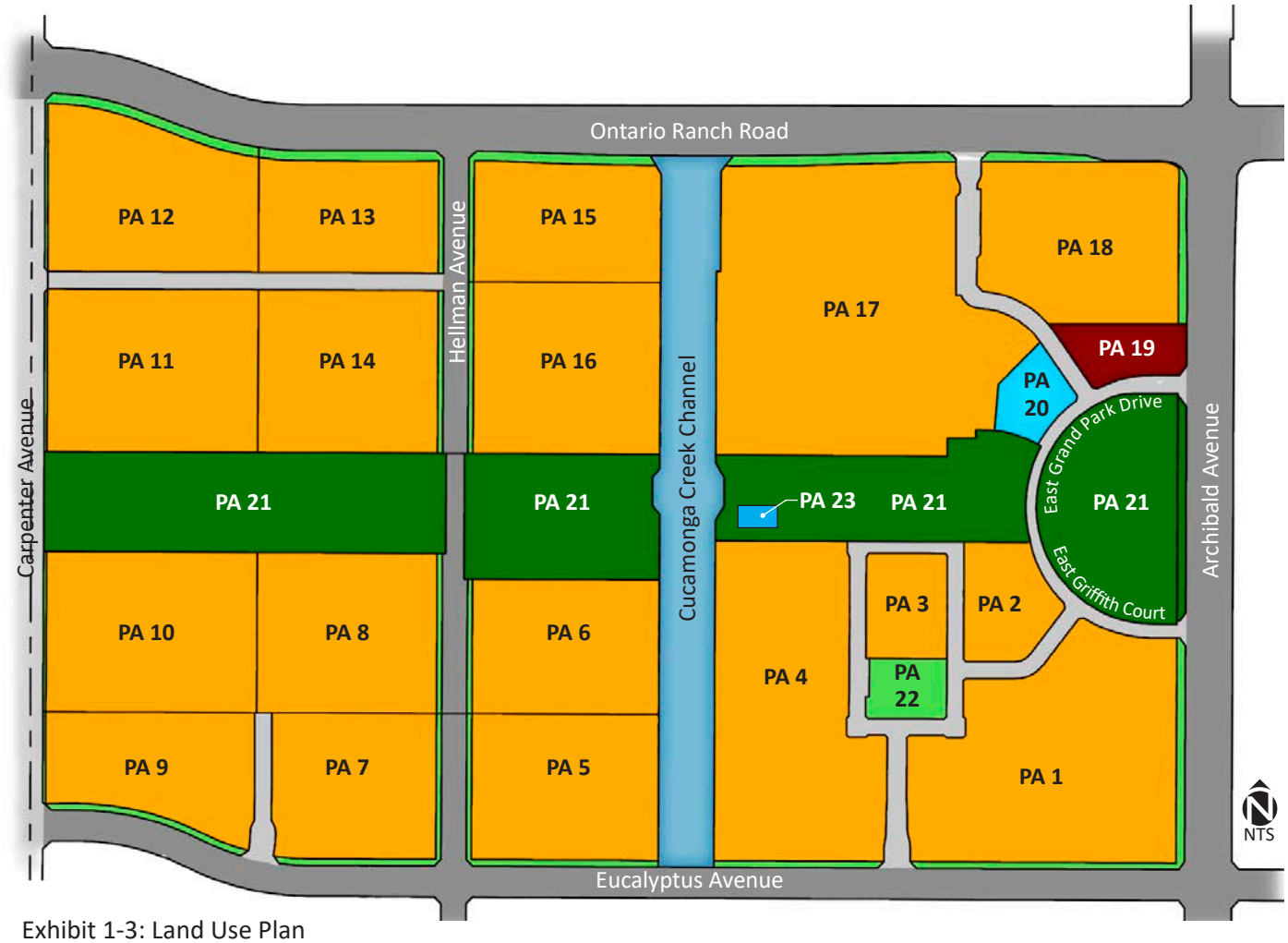


Exhibit 1-3: Land Use Plan

Legend

- Medium Density Residential (11.1 - 25 du/ac)
- Neighborhood Commercial (0.4 FAR)
- Public Facility
- Open Space - Parkland
- Open Space - Private/Village Edges
- Roads - Master Planned
- Roads - Local
- Cucamonga Creek Channel

Table 1-1: Parkside Land Use Summary

Parkside

Land Use	Lot Size / Use	Gross Acreage	Net Acreage	*Gross Density ~~Range / S.F.~~	SF	Lots / D.U.
Residential						
PA-1 ~~(Green Court/Lane Loaded Products 1, 2 & 4)~~ (Cluster Homes, Detached Lane Loaded)	SFD	19.97	~~15.57~~ 15.63	~~10-18~~ 11.82		236
PA-2 ~~(Lane Loaded Product 3)~~ (Detached Lane Loaded)	SFD	3.57	~~2.66~~ 2.69	~~10-18~~ 11.48		41
PA-3 ~~(Lane Loaded Product 3)~~ (Detached Lane Loaded)	SFD	~~3.06~~ 3.07	~~2.38~~ 2.40	~~10-18~~ 13.68		42
PA-4 ~~(Green Court/Lane Loaded Products 1, 2, 3 & 4)~~ (Detached Lane Loaded)	SFD	15.52	~~13.62~~ 13.68	~~10-18~~ 14.24		221
PA-5 ~~(HD Townhomes) (HD Townhomes, Duplex, Triplex)~~ (Row Townhomes, Multifamily Attached)	MF	9.57	~~8.14~~ 8.15	~~15-22~~ ~~12.75~~ 16.19		~~139~~ 155
PA-6 (Cluster Homes, Multifamily Attached ~~Attached Auto Court 10-14 Plex, Detached Green Court 8-10 Plex)~~	MF	~~7.34~~ 7.67	~~7.19~~ 6.89	~~8-14~~ ~~16.17~~ 11.86		~~75~~ 91
PA-7 (Cluster Homes, Detached Lane Loaded)~~(Auto Court 6-8 Plex) (Detached Green Court Cluster Product 1 6-10 Plex, Detached Green Court Cluster, Conventionally Loaded Lane Homes, Detached Green Court Paseo Cluster, Detached Auto Court Cluster, Detached Lane Loaded)~~	SFD	~~9.30~~ 8.99	~~7.49~~ 7.19	~~8-14~~ 14.68		~~68~~ 132
PA-8 (Cluster Homes, Detached Lane Loaded)~~(Green Court 8-10 Plex) (Detached Auto Court Cluster 6-10 Plex, Detached Green Court Cluster, Green Court 8-10 Plex, Detached Lane Loaded, Detached Green Court Cluster, Conventionally Loaded Lane Homes, Detached Green Court Paseo Cluster,)~~	SFD	~~6.64~~ 8.88	~~8.31~~ 6.69	~~10-16~~ 14.86		~~68~~ 132
PA-9 ~~(Triplex)~~ (Row Townhomes, Multifamily Attached ~~HD Townhomes, Duplex, Triplex)~~	MF	~~10.49~~ 8.37	~~8.70~~ 6.69	~~10-16~~ 21.98		~~120~~ 184
PA-10 ~~(Row Townhomes)~~ (Row Townhomes, Multifamily Attached ~~HD Townhomes, Duplex, Triplex)~~	MF	~~7.56~~ 10.02	~~9.60~~ 7.72	~~17-25~~ 20.66		~~143~~ 207
PA-11 ~~(HD Townhomes)~~ (Row Townhomes, Multifamily Attached ~~HD Townhomes, Duplex, Triplex)~~	MF	~~8.11~~ 10.74	~~9.77~~ 7.72	~~15-22~~ 17.50		~~123~~ 188
PA-12 ~~(Triplex)~~ (Row Townhomes, Multifamily Attached ~~HD Townhomes, Duplex, Triplex)~~	MF	11.8	9.3	~~12-18~~ 16.27		~~127~~ 192
PA-13 (Row Townhomes, Multifamily Attached ~~Auto Court, Attached Row Townhomes)~~	MF	8.53	6.34	~~8-14~~ 15.01		~~64~~ 128
PA-14 (Row Townhomes, Multifamily Attached) ~~(Duplex) (Attached Triplex, Attached Row Townhomes, HD Townhomes, Autocourts)~~	MF	~~7.12~~ 9.50	~~8.45~~ 6.69	~~12-18~~ 17.16		~~99~~ 163
PA-15 (Row Townhomes, Multifamily Attached) ~~(Duplex) (Attached Triplex, Attached Row Townhomes, HD Townhomes, Autocourts)~~	MF	8.62	~~6.97~~ 6.85	~~12-18~~ 14.62		~~111~~ 126
PA-16 (Row Townhomes, Multifamily Attached) ~~(Triplex) (Attached Triplex, Attached Row Townhomes, HD Townhomes, Autocourts)~~	MF	~~7.83~~ 9.77	~~9.17~~ 7.35	~~10-16~~ 10.75		~~90~~ 105



Parkside

Land Use	Lot Size / Use	Gross Acreage	Net Acreage	~~*~~Gross Density ~~Range / S.F.~~	SF	Lots / D.U.
PA-17 (Row Townhomes, Multifamily Attached) ~~(Row Townhomes) (Attached Duplex, Attached Triplex, Attached Row Townhomes, HD Townhomes, Autocourts)~~	MF	~~4.87~~ 24.12	~~4.54~~ 22.06	~~17-25 10.90~~ 14.37		~~82~~ 347
PA-18 (Row Townhomes, Multifamily Attached) ~~(HD Townhomes) (Attached Triplex, Attached Row Townhomes, HD Townhomes, Attached Autocourts)~~	MF	6~~.74~~ 12.97	~~5.04~~ 9.28	~~15-22 18.81~~ 12.41		~~98~~ 161
Residential Subtotal		**~~156.62~~ 191.68**	**~~162.67~~ 153.32**	**~~14.77~~ 14.87**		**~~1947~~ 2851**
Non-Residential						
PA-19 (Commercial)		~~15.66~~ 2.68	~~11.15~~ 1.81		15,000	-
PA-20 (Fire Station)		1.72	1.39	-	10,464	-
PA-21 (Great Park)		~~58.86~~ 37.38	~~33.99~~ 43.50	-		-
PA-22 (Private Rec)		~~1.0~~ 1.87	~~1.0~~ 1.32	-		-
PA-23 ~~(Private Rec)~~ (CDA Well Site)		~~1.9~~ 0.13	~~1.34~~ 0.13	-		-
~~PA-24 (Private Rec)~~		~~1~~	~~1~~	-		-
~~PA-25 (Private Rec)~~		~~1~~	~~1~~	-		-
~~PA-26 (CD Well Site)~~		~~0.13~~	~~0.13~~	-		-
Non-Residential Subtotal		~~81.27~~ 43.78	~~38.64~~ 48.15		25,464	-
Channel ROW		13	13	-		-
Total Project		**~~250.89~~ 248.46**	**~~214.31~~ 214.47**	**~~14.77~~ 14.87**		**~~1,947~~ 2,851**

NOTES:
1) Gross acres taken to center line of streets.
~~2) Adjusted gross acres taken to street ROW dedicated to the City~~
2) Net acres taken to street right of way
~~4) A total of 34.69 acres of master planned roadway is included in the project~~
~~* Density range is shown is based on net acres. The General Plan is based on adjusted gross acres~~
3) Proposed product types in each Planning Area are subject to change based on final development submittal.
4) A density transfer of 15.0% may occur between Planning Areas.

Homes will frame the Great Park community recreation area, defining public space, activities, and visually establishing a community "sense of place."

Non-residential uses proposed in the Specific Plan include a commercial lot at the northwest corner of Archibald Avenue and East Grand Park Drive ~~on the southwest corner of Ontario Ranch Rd. and Archibald Ave~~. A public fire station directly west of the commercial site that fronts on the Great Park, and a CDA well site.

The Great Park extends east to west through the center of the Specific Plan area and provides a unique community sense of place. All of the Parkside community is within a 1/4 mile walk of the Great Park, establishing Parkside as a walkable community.

A system of pedestrian trails and sidewalks links all residential neighborhoods with the planned park and internal private recreation amenities. Additionally, connections to the Cucamonga Creek Channel trail are planned.

The internal street system includes a modified grid and landscaped parkways in all local residential streets. Refer to Exhibit 1-3: Land Use Plan.

1.0.1 Purpose for Amendment

This Specific Plan Amendment (2022) modifies the permitted units allowed in the unbuilt Planning Areas of the Parkside Specific Plan boundary. Consistent with the ~~proposed~~ The Ontario Plan 2050 Update, density in these Planning Areas can range from 11.1 to 25 dwelling units per acre. Additionally, in compliance with the ~~TOP update~~ The Ontario Plan 2050 Update, PA-19, has reduced in size, thus granting more area for residential development.

The Specific Plan Amendment (2019) ~~modifies~~ modified the land use plan to improve the interface between the residential neighborhoods and the Great Park, provided better internal circulation and access to the private recreation centers, incorporated a CDA production well site, introduced new home types to support the goals of the Specific Plan, added additional architectural styles and reallocated density between planning areas. The range of home types provides for a varied and dynamic neighborhood composition serving a wide range of family and income types. New home types with development standards have been introduced to increase the home type variation in the neighborhoods and increase opportunities for homes with architecture-front designs. The new home types include high density detached homes, cluster configurations, condominiums and apartments.

The modifications to the Specific Plan have been incorporated into the body of the text, standards, and exhibits of this document. Revisions to the Design Guidelines, ownership name change and minor text revisions have also been completed. The amendment shall not be referenced for the remainder of this document as the standards and guidelines of the Specific Plan are designed to create a cohesive community.

1.0.2 Governing Documents

Development of Parkside will be regulated by the following documents:

- The Ontario Plan (TOP) Policy Plan (General Plan) which establishes policies governing land use,

circulation, housing, conservation and open space, noise, safety, and public facilities within the Specific Plan area;

- The Parkside Specific Plan, to include a Land Use Plan, Infrastructure Plan, Design Guidelines, and Development Regulations;
- The Ontario Development Code, as applicable to the project site, where the Specific Plan is silent on development standards and regulations;
- The Airport Land Use Compatibility Plans of Chino Airport and Ontario International Airport;
- The approved Parkside Environmental Impact Report; and
- Covenants, Conditions, and Restrictions (CC&R's) to be established by the developer of Parkside, and other developers of Parkside as a means of ensuring and enforcing quality design and development of the master planned community.

1.0.3 Specific Plan Components

The Parkside Specific Plan is organized into the following sections in addition to Section 1, Specific Plan Overview.

Section 2: Introduction

The Introduction provides:

- The project setting;
- A general description of the project proposal;
- The goals and policies of the Specific Plan;
- The entitlements to accompany the Specific Plan;
- The relationship of the Specific Plan to The Ontario Plan (TOP) Policy Plan (General Plan) and the Ontario Development Code.

Section 3: Existing Conditions

This section describes the setting for the project, outlining the existing physical conditions on and around the site at the time of the original approval.

Section 4: Land Use

The Land Use section describes the various residential planning areas and residential types, commercial planning area, public use planning area, and the parks and multi-purpose trails within the planned community.

Section 5: Infrastructure and Public Improvements

This section provides information on proposed circulation improvements, the planned backbone water, sewer, and storm drain systems, the grading concept for the project site, and a discussion of public utilities and services to serve the Specific Plan area.

Section 6: Development Regulations

The Development Regulations identify permitted uses and standards regulating the development of various residential product types, commercial use, fire station, well site and parks. The relationship of the Parkside Specific Plan development regulations to the Ontario Development Code is also provided. The policies and procedures for the City's review and approval of future development proposals within the Specific Plan are included in this section. This section provides the methods and procedures for interpreting and amending the Parkside Specific Plan, as necessary in the future.

Section 7: Design Guidelines

The Specific Plan Design Guidelines are intended to direct the site planning, landscaping, and architectural quality of the development. Streetscapes, entries, edge treatments, walls and fencing, lighting, signage, and architectural design are addressed in the Design Guidelines.

Section 8: Commercial Design Guidelines

This section will direct site planning, architectural design, and landscaping for the commercial lot.

Section 9: General Plan Consistency

This section includes the General Plan consistency matrix describing the relationship of the Specific Plan to each policy of The Ontario Plan (TOP) Policy Plan (General Plan).

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Chapter 2: Introduction



New York City, New York: Central Park

2.0 Introduction

The Specific Plan is comprised of ~~250.9~~248.46 gross acres i~~ncluded in Planning Subareas 22 and 23 of the Ontario Ranch within the City. The Specific Plan portions of Planning Subareas 22 and 23 are comprised of 133.76 168.72 gross acres and 104.13 149.95 gross acres respectively,~~ exclusive of 13 acres included in the Cucamonga Creek Channel. The project site illustrated in Exhibit 1-2: Vicinity Map is bounded by Ontario Ranch Rd. on the north, Archibald Ave. on the east, Eucalyptus Ave. on the south, and Carpenter Street on the west. The Parkside Specific Plan is a comprehensive plan proposed by SC Ontario Development Company, LLC for the development of residential neighborhoods designed to reflect the small town character of established communities. The Specific Plan also includes a commercial site, parks (public and private), a fire station, and a well site.

2.1 Purpose and Objectives

2.1.1 Purpose

The Parkside Specific Plan serves to implement the City's Policy Plan (General Plan) for the project site (refer to Exhibit 2-1: Policy Plan Land Use Plan and provides zoning regulations for development of the project site by establishing permitted land use, development standards, infrastructure requirements, and implementation requirements for development. A comprehensive set of design guidelines and development regulations are included to guide and regulate site planning, landscape, and architectural character within the community ensuring that excellence in community design is achieved during project development. The Parkside Specific Plan establishes the procedures and requirements to approve new development within the project site.

The Specific Plan is designed to address the following guiding planning principles:

- Diversity and choice of single-family and multi-family housing types and opportunities to address a variety of lifestyles, home sizes, and economic segments of the marketplace;
- Connectivity among land uses within the Specific Plan area and to surrounding public facilities and the existing Ontario community, including the Great Park; Refer to Exhibit 2-2: Policy Plan Functional Roadway Classification Plan,
- Use of traditional development patterns found in older established neighborhoods in Southern California;
- Recreational amenities within walking distance of all residential neighborhoods;
- Bicycle and pedestrian accessibility and mobility to encourage alternative modes of travel, within the project site, and along the Cucamonga Channel Regional Trail;
- Diversity in architectural design; and
- Sustainable development practices addressing energy efficiency.

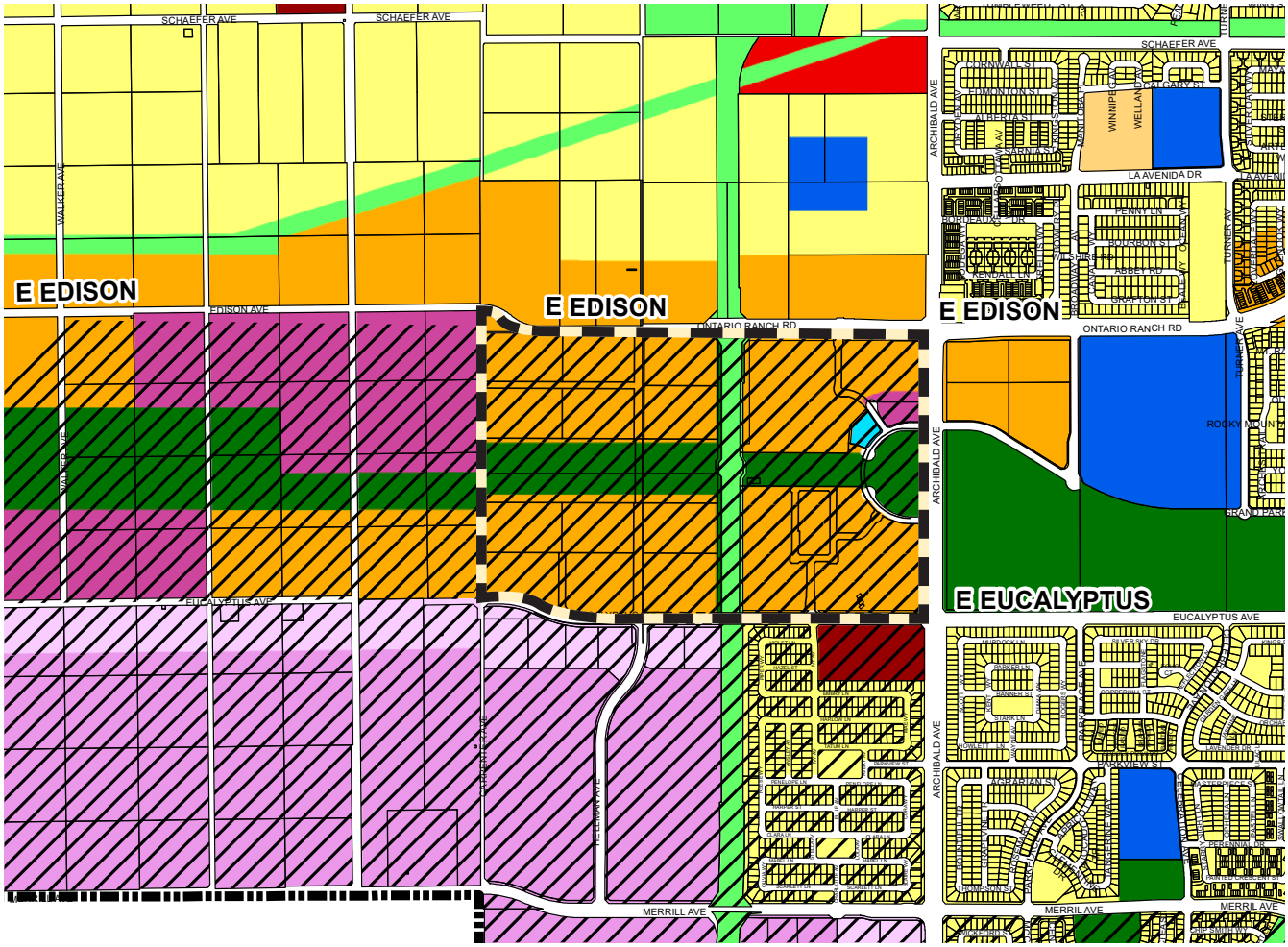
2.1.2 Objectives

The following objectives are established for the Specific Plan.

Residential Areas

- Residential neighborhoods designed at a "human scale" and oriented to pedestrian activity;

Parkside



Legend

Residential
- Rural (0 - 2 du/ac)
- Low Density (2.1 - 5 du / ac)
- Low-Medium Density (5.1 - 11 du / ac)
- Medium Density (11.1 - 25 du / ac)
- High Density (25.1 - 45 du / ac)

Mixed Use
- Mixed Use
  1. Downtown
  2. East Holt
  3. Meredith
  4. Multimodal Mixed Use
  5. Inland Empire Corridor
  6. Guasti
  7. Ontario Center
  8. Ontario Mills
  9. NMC East
  10. NMC West
  11. Euclid/Francis
  12. 60/Hamner

Retail/Service
- Neighborhood Commercial (0.4 FAR)
- General Commercial (0.4 FAR)
- Office Commercial (0.75 FAR)
- Hospitality (1.0 FAR)

Employment
- Business Park (0.6 FAR)
- Industrial (0.55 FAR)

Other
- Open Space - Non Recreation
- Open Space - Parkland
- Open Space - Water
- Public Facility
- Public School
- Airport
- Rail
- Landfill

Overlays
- Business Park
- Industrial
- Commercial
- I-10/Grove Interchange Area
- Landfill Impact Area
- Chino Airport Overlay
- Specific Plan Site

Exhibit 2-1: Policy Plan Land Use Plan

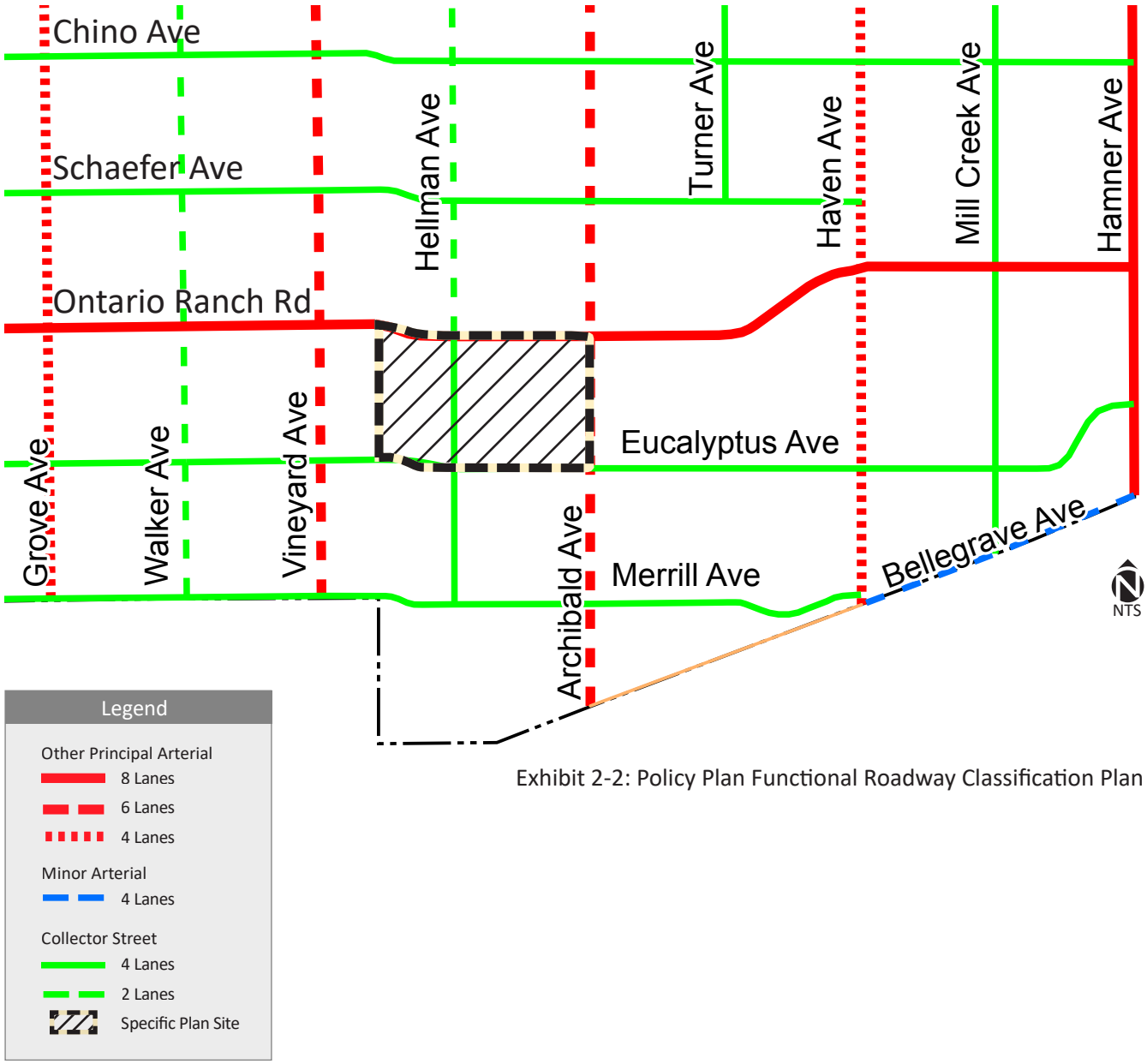


Exhibit 2-2: Policy Plan Functional Roadway Classification Plan

- Connectivity provided among residential neighborhoods and recreational areas through a network of pedestrian sidewalks;
- Connectivity provided between residential neighborhoods and the adjacent commercial land use, as well as to the central Great Park, by multi-purpose trail linkages, paseos and sidewalks;
- A variety of housing types incorporated into the land use plan addressing lifestyle considerations of singles, families, and empty nesters;
- Residential neighborhoods designed around a Great Park green core, framing green spaces and promoting passive recreational activity and casual social interaction among neighbors; and
- Residential neighborhoods with diverse architectural styles with both traditional and modern design elements.

Commercial Area

- Neighborhood commercial uses to meet the needs of the residential community within the project site as well as the larger surrounding market area;
- Provision for paseos, trails, and sidewalks connecting the residential community with the commercial center and adjacent uses;
- The development of plaza areas and other amenities within the commercial center providing space for social interaction; and
- Orientation of commercial buildings to the street and Great Park wherever possible, to create an urban edge and sense of arrival.

Streets and Pedestrian/Bicycle Mobility

- Streets and lanes (private alleys) designed in a modified grid pattern, reminiscent of traditional neighborhood streets;
- Streets with landscaped parkways and pedestrian walkways separated from the street, to create a pleasant pedestrian environment, promoting friendly interaction among neighbors;
- Several traffic calming techniques within the proposed street design, including enhanced parkway landscaping, median landscaping, tapered street intersections, and alley entrances to influence a driver's peripheral vision and encourage motorists to drive more slowly; and
- Inside turning radii at corners reduced to slow traffic at corners.

Recreation/Multi-purpose Trails

- New recreational opportunities for residents through the development of the Great Park to include areas for passive recreation;
- Private recreation amenities;
- Extension of the City's planned multipurpose trails through the Specific Plan including the multi-purpose trail within the Cucamonga Creek Trail Corridor connecting Ontario Ranch Rd. with Eucalyptus Ave., and the surrounding area; and
- A system of multipurpose trails integrated into the Specific Plan area providing pedestrian and bicycle access from the residential community to surrounding areas.

Sustainable Development

- Native plant materials and non-invasive ornamental landscape materials will be incorporated into the landscaping plan.
- Residential development will be connected to the commercial land use area located within the site through pedestrian and bicycle trails promoting walking and bicycling as an alternative means of automobile travel to and from these areas;
- Residential development will be equipped with the latest technology for internet access allowing residents to shop and work on-line, thereby reducing vehicle trips to employment centers and shopping;
- Canopy trees will be utilized in public areas such as parkways, medians, and the Great Park to provide shade to counteract the heat island effect;
- Roadway widths will be reduced as much as possible to minimize heat generating asphalt surfaces; and
- Recycled water will be utilized for the Great Park, neighborhood edges and other common landscape areas.

2.2 Specific Plan Proposal

2.2.1 Project Summary

The Specific Plan Land Use Plan is described below and in the Table 1-1: Parkside Land Use Summary.

A. Residential Uses

The Specific Plan will provide for development of a variety of residential housing types, many oriented toward park and open space amenities and designed to promote walkability and interaction among residents. Residential development within the Specific Plan area will contain up to ~~1,947~~ 2,851 dwelling units (per Table 1-1: Parkside Land Use Summary), providing a varied mix of single-family detached, single-family attached, and multi-family attached housing types as described below.

1. Residential Detached

Examples of single-family detached residential products that may be used in the Specific Plan include:

2- and 3-Story Detached Homes

Single-family detached homes may consist of residential units with vehicular access provided from lanes (private alleys) or motor courts, via interior streets, with direct access garages. These residential areas will be developed at an approximate density of 8-14 dwelling units per acre.

Green Court and Motor Court

Green Court/Cluster or Motor Court/Cluster single-family detached residential development may consist of residential units with vehicular access provided from lanes (private alleys) or motor courts, via interior streets, with direct access garages. These residential areas will be developed at an approximate density of 10-16 dwelling units per acre.

Larger Green Court/Cluster single-family detached residential development consists of lane-served residential units designed with an orientation to the street or green court spaces. Residential areas will be developed at an approximate density of 8-14 dwelling units per acre.

2. Residential Attached

Examples of multi-family attached residential products that may be used in the Specific Plan include:

Triplexes and Duplexes:

Triplex and duplex residential homes will be designed with vehicular access provided from lanes. This residential area will be developed at an approximate density of 10-16 dwelling units per acre, with some buildings fronting the Great Park. Triplex and duplex buildings could include townhomes, flat or carriage units in 3 unit per structure configurations for triplexes and 2 unit per structure configurations for duplexes.

Townhomes:

Multi-family attached units with orientation to the Great Park and local streets with direct access garages, in varying orientations. Residential neighborhoods will be developed at an approximate density of 12-25 dwelling units per acre, in townhome and condominium designs.

Multi-family Attached Homes

High density multi-family attached homes accessed from lanes (private alleys). Densities average approximately 18-25 dwelling units per acre, and include such residential uses as apartments, condominiums, and townhomes.

2.3 Authority and Requirements

2.3.1 Authority

State Government Code, Title 7, Division 1, Chapter 3, Article 8, Section 65450-57 grants authority to cities to adopt Specific Plans for purposes of implementing the goals and policies of their General Plans. The Government Code specifies that specific plans may be adopted either by resolution or by ordinance and that the Specific Plan is required to be consistent with the General Plan. The City adopts specific plans by ordinance, thereby establishing the zoning regulations for development of the project site. The requirements of the Specific Plan shall take precedence over the Ontario Development Code. In instances where the Specific Plan is silent, the Ontario Development Code shall prevail.

2.3.2 Requirements of the Specific Plan

California Government Code Section 65451 sets forth the minimum requirements and review procedures for Specific Plans as follows:

A Specific Plan shall include a text and a diagram or diagrams, which specify all of the following in detail:

- The distribution, location, and extent of the uses of land, including open space, within the area covered by the plan;
- The proposed distribution, location, and extent and intensity of major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy, and other essential facilities proposed to be located within the area covered by the plan and needed to support the land uses described in the plan;
- Standards and criteria by which improvements will proceed, and standards for the conservation, development, and utilization of natural resources, where applicable;
- A program of implementation measures including regulations, programs, public works projects and the financing measures necessary to carry out the paragraphs above; and

- The Specific Plan shall include a statement of the relationship of the Specific Plan to the General Plan.

The Parkside Specific Plan meets the requirements of the State Government Code.

2.3.3 Development Agreement Required

Unless done in a coordinated manner and with adequate fiscal planning, development projects within the Ontario Ranch are likely to present a challenge in their implementation because of the lack of existing public facilities, including, streets, sewerage, transportation, drinking water, school, and utility facilities. California law has established a mechanism for ensuring the adequate provision of such facilities, while at the same time providing assurances to applicants that, upon approval of the project, the applicants can proceed with their projects. Approval of this Specific Plan without a development agreement may result in a waste of resources, escalate the cost of housing to the consumer, and discourage investment in and commitment to comprehensive planning, as envisioned by the City, which seeks to make maximum efficient utilization of resources at the least economic cost to the public.

Therefore, a statutory development agreement, authorized pursuant to California Government Code sections 65864 et seq., shall be required as part of the approval of this Specific Plan. For the above-mentioned reasons, the development agreement for this Specific Plan shall include, among other things, methods for financing acquisition and construction of infrastructure, acquisition and development of adequate levels of park land, and schools, as well as the provision of adequate housing opportunities for various segments of the community consistent with the regional housing needs assessment. Such development agreement shall have been fully approved before the issuance of the first building permit for this project.

2.4 Development Approval Components

The components of the development approval process for the Specific Plan are as follows:

General Plan Policy Plan

The ~~proposed~~ 2050 Ontario Plan (TOP) establishes the direction and vision for the City providing a single guidance system that will shape the Ontario community for the future. TOP provides for policies to accommodate change over a 30-year period ~~commencing in 2010~~, the beginning of the planning period. TOP consists of a six part Component Framework: 1) Vision, 2) Governance Manual, 3) Policy Plan, 4) City Council Priorities, 5) Implementation, and 6) Tracking and Feedback.

Specific Plan

The ~~Policy Plan (General Plan) proposed~~ 2050 Ontario Plan requires the approval of a Specific Plan for development of the project site to ensure that sufficient land area is included to achieve unified districts and neighborhoods. The City has zoned the project site as Specific Plan. This zoning designation requires that a Specific Plan be approved to guide development of the project site and to implement the goals and policies of the Policy Plan. The Specific Plan provides the zoning regulations to govern development of the project site. The requirements of the Specific Plan shall take precedence over the Ontario Development Code. In instances where the Specific Plan is silent, the Ontario Development Code shall prevail.

Subdivision Maps

Tentative tract map(s) will be reviewed by the City for the residential portion of the Specific Plan indicating the approximate location of lot lines, streets, and proposed grading. Following approval by the City of the tentative tract map(s), a final map(s) will be prepared. Lot maps will be approved by the City for development proposed within the commercial portion of the Specific Plan.

2.5 CEQA Compliance

A project site Environmental Impact Report (EIR) prepared by the City for the Specific Plan, in accordance with the California Environmental Quality Act (CEQA), addressed impacts associated with the Specific Plan and subdivision map. The EIR recommended mitigation measures to reduce impacts of the project site to a less than significant level. The EIR was prepared as the basis for the environmental review for all subsequent discretionary and ministerial actions.

2.6 Relationship to General Plan and Zoning

The City's Policy Plan, which acts as the City's General Plan, designates the project site for development as follows:

- Medium Density Residential (11.1-25 dwelling units per acre)
- Neighborhood Commercial
- Public Facilities
- Open Space-Parkland

The ~~Policy Plan (General Plan)~~ ~~proposed~~ 2050 Ontario Plan establishes a development capacity of ~~1,947~~ 2,851 dwelling units and approximately ~~1~~15,000 square feet of ~~commercial~~ mixed use for the project site.

California Government Code (Title 7, Division 1, Chapter 3, Article 8, Section 65450-65457) permits the adoption and administration of specific plans as an implementation tool for elements contained in the local general plan. Specific plans must demonstrate consistency in regulations, guidelines, and programs with the goals and policies set forth in the general plan. The Parkside Specific Plan has been prepared in conformance with the goals and policies of the City's ~~Policy Plan (General Plan)~~ ~~proposed~~ 2050 Ontario Plan. The policy analysis is located in the Appendix of this document, describes the manner in which the Parkside Specific Plan complies with the Policy Plan policies applicable to the project.

2.7 Development Plan Review

Following the approval of the Specific Plan, all development proposals for individual residential neighborhoods or product areas within the Specific Plan will be subject to the Development Plan Review process pursuant to Chapter 2.0 Administration and Procedures of the Ontario Development Code.

2.8 Airport Land Use Compatibility Planning Consistency

All development proposals or Specific Plan Amendments are required to be consistent with the Airport Land Use Compatibility Plans of Chino Airport and Ontario International Airport.

Chapter 3: Existing Conditions/Utilities



Denver, Colorado: City Park, Robert Burns Monument

3.0 Existing Conditions/Utilities

3.1 Property Ownership

The Specific Plan area is comprised of approximately 250.9 gross acres. SC Ontario owns approximately 237.9 gross acres of the project site. San Bernardino County Flood Control District owns the right-of-way for the Cucamonga Creek Channel that comprises approximately 13.0 gross acres, and effectively divides the eastern half of the project site from the western half, crossing the site from north to south approximately 1,650 feet west of Archibald Ave. Exhibit 3-1: Existing Property Ownership depicts the property ownership within the Parkside Specific Plan area.

3.2 Airport Land Use Compatibility Plan Consistency

The Project Site is located within the Airport Influence Areas of Chino Airport and Ontario International Airport (ONT).

3.3 Existing Site Conditions and Improvements

The Parkside Specific Plan area is generally undeveloped and general agricultural operations are scattered throughout the area, including an irrigation pond located within the northwestern portion of the project site. The approximate 250.89-gross acre project site has historically been used for general crop–related agricultural purposes (alfalfa, corn, milo, sorghum, etc.) and flood control.

3.4 Surrounding Land Uses

Uses surrounding the Parkside Specific Plan area include rural residential, dairy farming, agricultural, nursery, Southern California Edison (SCE) Substation, and roadways. The surrounding land uses are as follows:

North: Dairy farming, poultry farming, nursery, crops, rural residential, and SCE Substation

South: Dairy farming and rural residential

East: Dairy farming, crops, and rural residential

West: Dairy farming, crops, and rural residential

Refer to Exhibit 3-2: Aerial Photo for further detail relative to existing and surrounding land uses.

3.5 Topography

The existing ground within the project site generally slopes to the southwest at approximately 0.8% to 2.0%. Exhibit 5-16: Conceptual Grading Plan illustrates the topographic features of the Parkside Specific Plan area.

3.6 Hydrology

The Parkside Specific Plan area is presently in agricultural use; therefore, only a limited portion of the project site is now covered with impervious surfaces. Normal rainfall for the area is, therefore, able to percolate through on-site soils and does not result in high volumes of surface runoff, typically associated with urban areas. The entire project site drains generally to the south and southeast towards the Cucamonga Creek. The project site is located approximately one-half mile south of the Cucamonga Basin. The Cucamonga Basin provides regional storm water runoff and drainage capacity to portions of south Ontario. The Cucamonga Creek Channel, which bisects the Parkside Specific Plan, is an improved concrete trapezoidal channel.

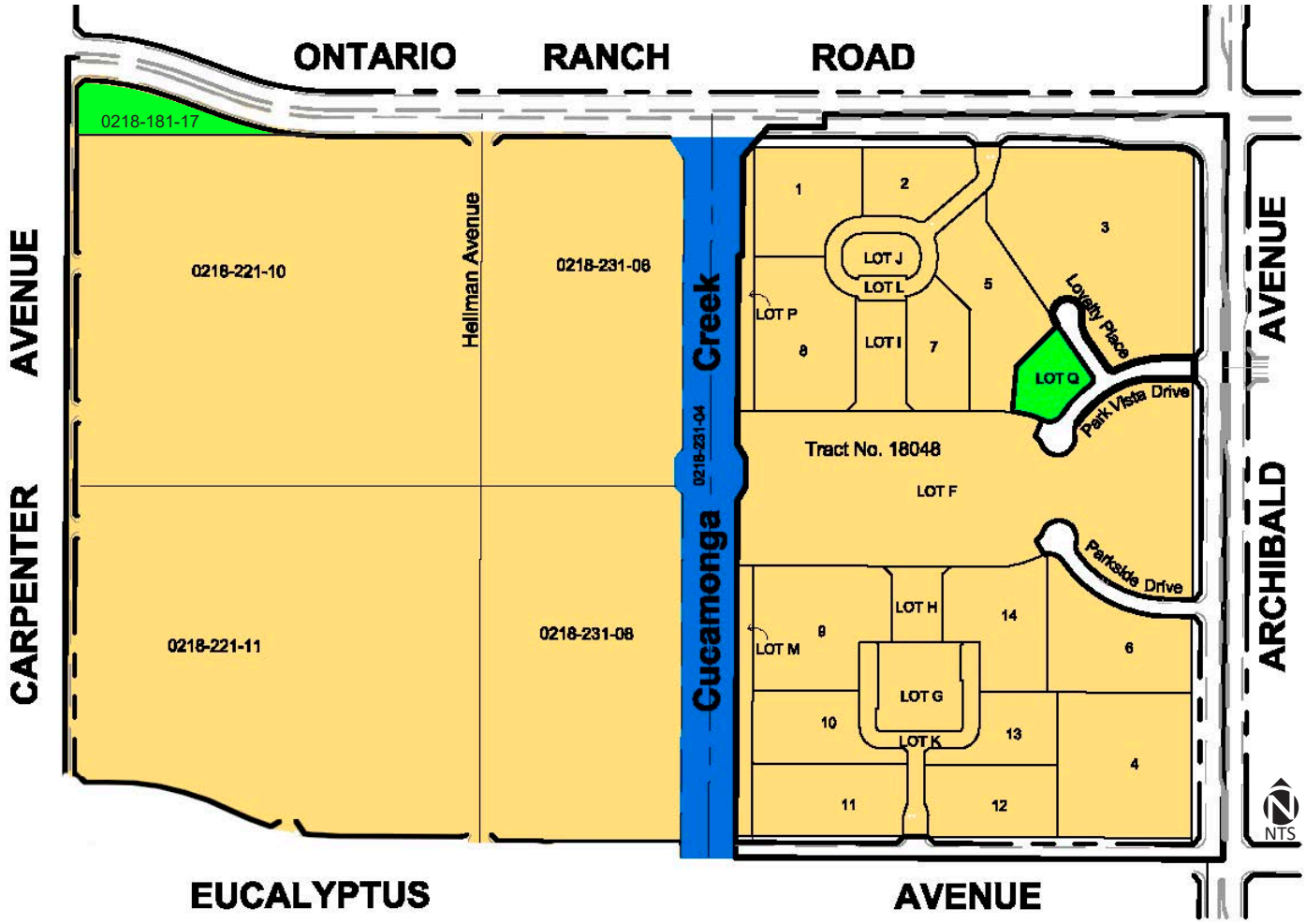


Exhibit 3-1: Existing Property Ownership

Tract. No 18048: SC Ontario Development Company, LLC

Lot 1: 0218-231-09	Lot 9: 0218-231-17	Lot H: 0218-231-30
Lot 2: 0218-231-10	Lot 10: 0218-231-18	Lot I: 0218-231-31
Lot 3: 0218-231-11	Lot 11: 0218-231-19	Lot J: 0218-231-32
Lot 4: 0218-231-12	Lot 12: 0218-231-20	Lot K: 0218-231-33
Lot 5: 0218-231-13	Lot 13: 0218-231-21	Lot L: 0218-231-34
Lot 6: 0218-231-14	Lot 14: 0218-231-22	Lot M: 0218-231-35
Lot 7: 0218-231-15	Lot F: 0218-231-28	Lot P: 0218-231-38
Lot 8: 0218-231-16	Lot G: 0218-231-29	Lot Q: 0218-231-39

Legend
SC Ontario Development Company, LLC
City of Ontario
San Bernardino County Flood Control

Groundwater within and surrounding the project site, as a whole, contains certain high concentrations of salt, attributable to historic agricultural activities such as dairy farming. The high organic content of on-site soils has contributed incrementally to the degradation of surface and groundwater quality. Removal of the organic materials, which constitute by-products of those dairy operations, and compliance with National Pollution Discharge Elimination System (NPDES) and other storm water permit requirements will be required as part of project site development.

3.7 Existing Circulation/Access

3.7.1 Regional Circulation

The Pomona Freeway, State Route (SR-60), is located 2.25 miles north of the project site. Currently, access to SR-60 is to the north, via Archibald Ave. In this region, SR-60 has full diamond-type interchanges with Euclid Ave., Grove Ave., Vineyard Ave., Archibald Ave., Haven Ave., and Milliken Ave. SR-60 carries approximately 160,000 vehicles per day in this area.

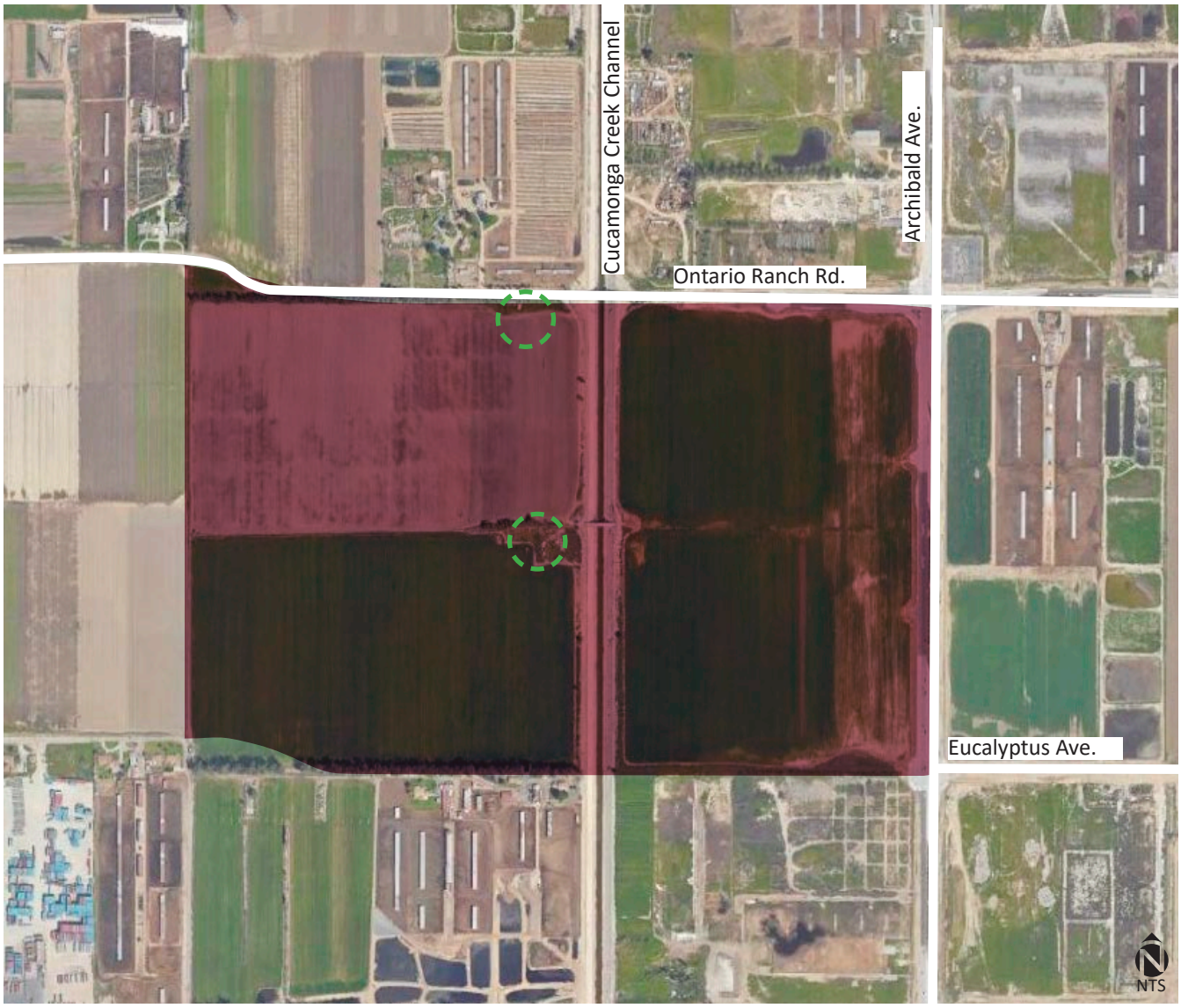
The Ontario Freeway, Interstate 15 (I-15), is located 2.4 miles east of the project site and carries approximately 90,000 vehicles per day in the vicinity of the Ontario Ranch area. The closest arterial interchange is located at Limonite Ave. in Riverside County, which is 3.8 miles to the east, via Archibald Ave. to Limonite Ave. or at Ontario Ranch Rd./Cantu/Galleano Ranch Rd., located 2.5 miles to the east.

State Highway SR-83 (Euclid Ave.) extends along the western boundary of the Ontario Ranch and is 2.5 miles west of the Specific Plan area via Ontario Ranch Road. Another major State Highway in the area is SR-71 (Chino Valley Freeway). This freeway is a major commuter route in southwestern San Bernardino County, connecting the SR-91 freeway with SR-60 and I-10 freeways. SR-71 is located 6.5 miles west of the Parkside Specific Plan area via Ontario Ranch Rd./Edison Ave.

3.7.2 Local Circulation

Access to the project site is provided from streets adjacent to the Parkside Specific Plan area. Ontario Ranch Rd. abuts the project site on the north and is currently improved with two travel lanes west of the Archibald Ave. intersection, easterly to and beyond the western property boundary. Archibald Ave. abuts the project site on the east and is currently improved with four travel lanes, two travel lanes southbound and two travel lanes northbound and a landscape median. Eucalyptus Ave. abuts the project site on the southwestern half of the Parkside Specific Plan area and is currently unimproved.

Exhibit 1-2, Regional Location Map illustrates the existing regional and local circulation surrounding the Parkside Specific Plan area. Exhibit 3-3: Policy Plan Functional Roadway Classification Plan illustrates the arterial streets in the area.



Existing Groundwater Well Location

Exhibit 3-2: Aerial Photo

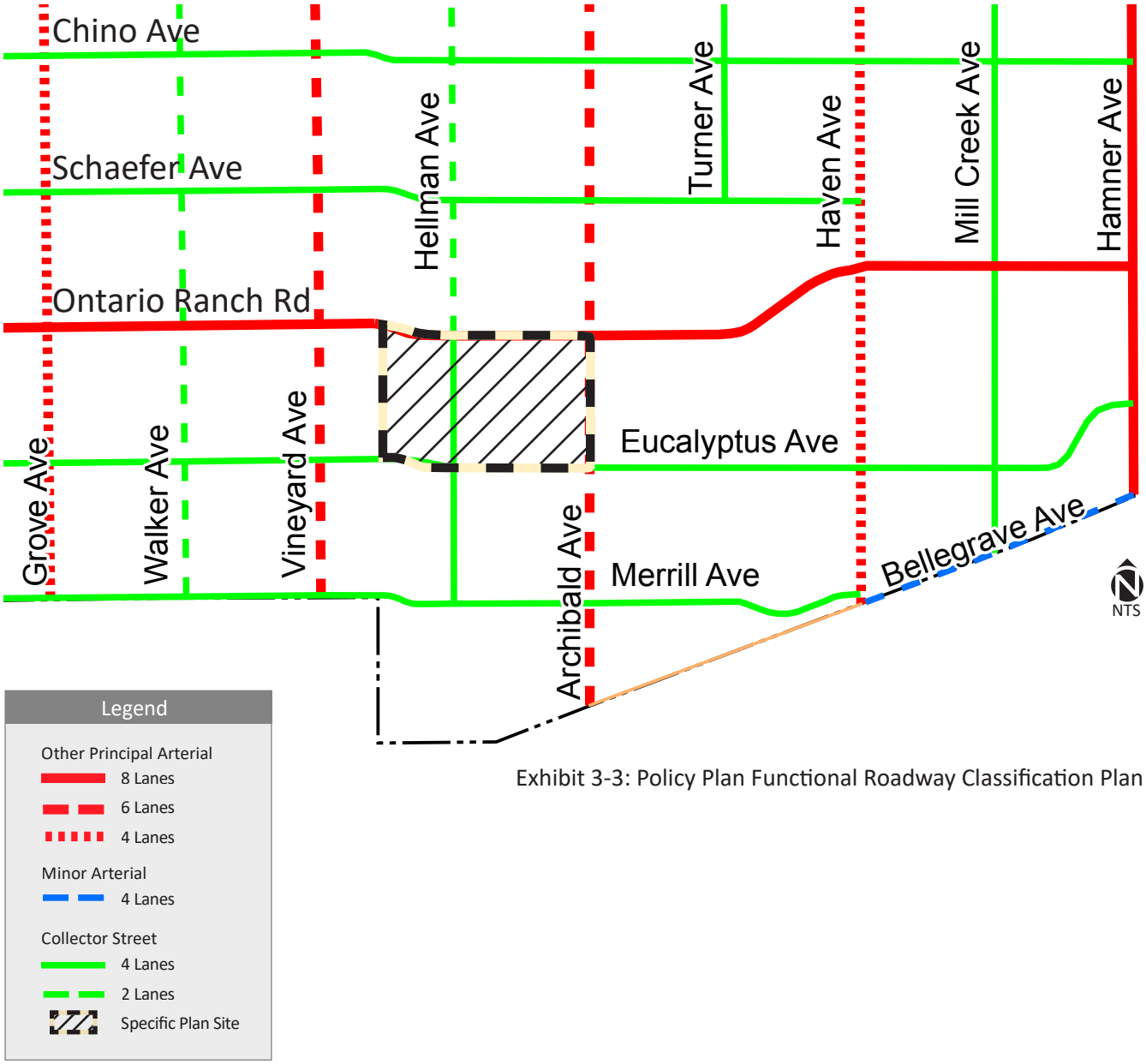


Exhibit 3-3: Policy Plan Functional Roadway Classification Plan

3.8. Existing Infrastructure/Utilities

3.8.1 Water

New water mains are located in both Ontario Ranch Rd. and Archibald Ave. adjacent to the Parkside Specific Plan area.

3.8.2 Groundwater Wells

In compliance with the Chino Basin Water Master's Well Procedure for Developers, a well use/destruction plan and schedule for all existing private/agricultural wells shall be submitted to the City of Ontario for approval prior to the issuance of permits for any construction activity. If a private well is actively used for water supply, the Developer shall submit a plan to abandon such well and connect users to the City's water system (residential to the domestic water system and agricultural to the recycled water system) when available. Wells shall be destroyed/abandoned per the California Water Resource Guidelines and require permitting from County Health Department. The location of existing well (PA-26) is shown in ~~Figure 2.#~~ Exhibit 1.3.

3.8.3 Sewer

Sewer mains are located in both Ontario Ranch Rd. and Archibald Ave. Currently, wastewater disposal within the Specific Plan area is currently provided through septic tanks and subsurface disposal fields. Prior to grading operations, existing septic tanks and subsurface disposal fields will need to be abandoned in accordance with Department of Health Services requirements.

3.8.4 Stormwater/Drainage Facilities

The Cucamonga Creek Channel bisects the Parkside Specific Plan area. The Cucamonga Creek Channel is an improved concrete lined trapezoidal channel. During periods of heavy rainfall, when ground surfaces are saturated, surface runoff is collected in the existing drainage ditches located within the Specific Plan area. The project site is located approximately one-half mile south of the Cucamonga Basin. The Cucamonga Basin acts as a regional flood control facility for portions of south Ontario. The City's Master Plan of Drainage includes storm drain lines in Eucalyptus Ave., with connections to the Cucamonga Creek Channel, to drain on-site flows from the Specific Plan area.

3.8.5 Solid Waste Disposal

There is no solid waste disposal in the vicinity of the project site.

3.8.6 Natural Gas

The Southern California Gas Company (SCG) provides natural gas service within the project site. Facilities within the area include an existing 8 inch line, reducing to 6 inches, along Archibald Ave., a 6-inch line and a 36-inch transmission line along Ontario Ranch Rd. (the 36-inch transmission line is located along the south side of Ontario Ranch Rd.).

3.8.7 Electrical Facilities

Southern California Edison Company (SCE) provides electricity to the project site. SCE has overhead facilities in the area servicing the existing farms and dairies. Existing facilities surrounding the Specific Plan area, outside of the Specific Plan boundary, include 66 KV and 12 KV lines extending along the north side of Ontario Ranch Rd. and 66 KV and 12 KV lines extending along the east side of Archibald Ave. Existing facilities within the project site include a 12 KV line and a 120 V line located west of the Cucamonga Creek Channel. The development of the Specific Plan area will increase electrical power requirements and SCE will develop the required distribution system. All existing lines, less than 34.2 KV, within the Specific Plan area shall be removed or undergrounded.

3.8.8 Communication Systems

Spectrum provides telephone service within the project area. Currently, telephone service is provided to the residences, dairies, and farms in the area.

3.9 Geology and Soils

The City General Plan EIR identified the project site as containing Delhi series soils, as mapped by the United States Department of Agriculture, Soil Conservation Service in 1971 and 1980. Delhi series soils have been used for agriculture, primarily for grapes and citrus, since the 1800's.

3.10 Seismicity

The General Plan identified numerous earthquake faults within a 50-mile radius of the project site. Major mapped faults include, but are not limited to, the Chino, Whittier and North Elsinore, and Cucamonga Faults. For the "maximum probable earthquake" (MPE), defined as the 100-year event normally considered in the design of non-critical structures, the values range from about 0.13 to 0.20 g (i.e., the unit force of gravity). In the design of certain critical or important facilities such as hospitals and dams, the "maximum credible earthquake" (MCE) should yield an estimated peak horizontal acceleration in the range of 0.33 to 0.52 g.

A zone of concentrated, relatively low-magnitude seismicity extends to the southwest from the San Jacinto fault zone (Rialto-Colton branch) along an "inferred fault near Fontana." Where the "inferred fault" (Fontana trend) stops, this zone of micro-seismicity continues in a southwesterly to westerly direction terminating in the Ontario Ranch. It is expected that the MPE for this fault structure could produce horizontal accelerations in the range of 0.3 to 0.5 g. More distant faults are

capable of larger earthquakes with a higher probability of occurrence. The San Andreas fault is expected to generate a MCE event every 150 to 200 years, yielding a peak horizontal ground acceleration of approximately 0.21 to 0.26 g.

The Uniform Building Code (UBC), establishes procedures designed to ensure that all development occurs in a safe manner relative to those known hazards.

3.11 Vegetation

The project site has been extensively used for agricultural operations, including both dairy use and the cultivation of row crops. Those areas not in active agricultural production are occupied by rural residential housing, farm buildings, and other ancillary facilities. The natural vegetation and soils conditions that once occurred throughout the site have been significantly altered through human uses.

3.12 Biological Resources

Agriculture comprises the vast majority of the total land use within Ontario Ranch area (GPA EIR for the NMC,1998). Consequently, the project area has been exposed to widespread and extreme levels of human-related disturbances through agricultural uses. The 250-acre site contained existing structures associated with crop production (e.g., sheds), evidence of former residential structures, cultivated areas, ruderal areas, and an irrigation pond. The large pond was historically filled with industrial process wastewater generated by Sunkist Growers, Inc. as well as extracted ground water. The irrigation pond no longer receives water from Sunkist Growers, Inc. or wells and has dried up. Cucamonga Creek Channel, a concrete lined flood control facility, traverses the center of the project site, but offers little habitat function or value. Agricultural land uses surround the project site; however, urban development exists to the northeast within the City of Ontario, and to the southeast in Riverside County.

Chapter 4: Land Use



San Fransisco, California: Golden Gate Park

4.0 Land Use

4.1 Introduction

~~Parkside is comprised of approximately 250.9 gross acres. The Specific Plan includes the western portion of Subarea 23, between Cucamonga Creek and Archibald Ave., and the eastern portion of Subarea 22, between Cucamonga Creek and future Carpenter Ave. The entire Specific Plan area amounts to 237.9 acres in 25 planning areas (exclusive of Cucamonga Creek). Net project acreage amounts to 203.2 acres.~~

The Specific Plan is consistent with and implements the Medium Density Residential allocation (11.1 to 25 dwelling units permitted per gross acre) and broad "community design" policy requirements for the Ontario Ranch, including a general neo-traditional community design. These include:

- Integration with and connectivity to the Great Park;
- Creation of a "sense of place;"
- Diversity in housing product and architecture;
- Pedestrian connectivity;
- Smaller "neighborhoods;" and
- Elimination of the "subdivision" feel.

Parkside is envisioned to provide a neighborhood lifestyle in a wide range of planning areas, featuring a variety of residential housing types, all designed around a major community amenity, the Great Park. All residential neighborhoods are designed within easy walking distance to internal recreational amenities, commercial retail uses and the Great Park. For more information see the Conceptual Great Park Master Plan adoped by City Council December 2021. Connectivity within the Specific Plan is provided through a system of sidewalks, multi-purpose trails and on-street bike lanes linking residential neighborhoods to one another, parks, off-site schools, and to the commercial retail area. A component of the trail system is the Cucamonga Creek Trail within the Specific Plan area. These improvements represent a part of the City's Master Planned multi-purpose trail system planned for the Ontario Ranch.

Residential development is designed to address a variety of income levels and lifestyles, such as singles, families, executives, and "empty nesters." Housing types will include such types as clustered "green court" or "motor court" single-family detached homes, and a wide variety of multi-family attached products including, but not limited to, triplexes, duplexes, row townhomes, condominiums, and apartments. At least one pocket park is expected to be located in each quadrant of the plan.

A commercial land use is provided for in the Specific Plan, in Planning Area ~~24~~ 19. The Specific Plan allows for the development of approximately ~~1~~15,000 square feet of neighborhood commercial, retail and service uses conveniently located adjacent to Archibald Ave. and Ontario Ranch Rd.

The Land Use diagram illustrated in Exhibit 4-1: Land Use Plan illustrates the overall land use pattern within the Specific Plan area. Table 4-1: Parkside Land Use Summary documents statistical totals for the Specific Plan.

4.2 Residential Use

Residential land uses within the Specific Plan comprise approximately ~~156.62~~ 191.68 gross acres. The Specific Plan will permit the development of up to ~~1,947~~ 2,851 single-family detached and attached multi-family residential dwelling units. Residential land use areas are contained within distinctive neighborhoods, linked by a network of sidewalks, paseos, and on-street bicycle paths connecting all the neighborhoods to the central Great Park.

4.2.1 Variety of Housing Types

Parkside provides a unique mix of housing types to address the needs of a variety of lifestyle choices and economic segments. A variety of detached and attached residential products, with a variety of architectural styles and features will be offered. (See Chapter 7.2 for further details).

4.2.2 Traditional Neighborhood Design

The community plan for Parkside offers a strong neighborhood character and identity for residents and visitors through a traditional approach to street design, architecture, and landscape design elements to reflect a similar character to that of older traditional Southern California neighborhoods, including Ontario with a modern interpretation of traditional styles. The design features described below "activate" the streetscene and promote friendly interaction between neighbors.

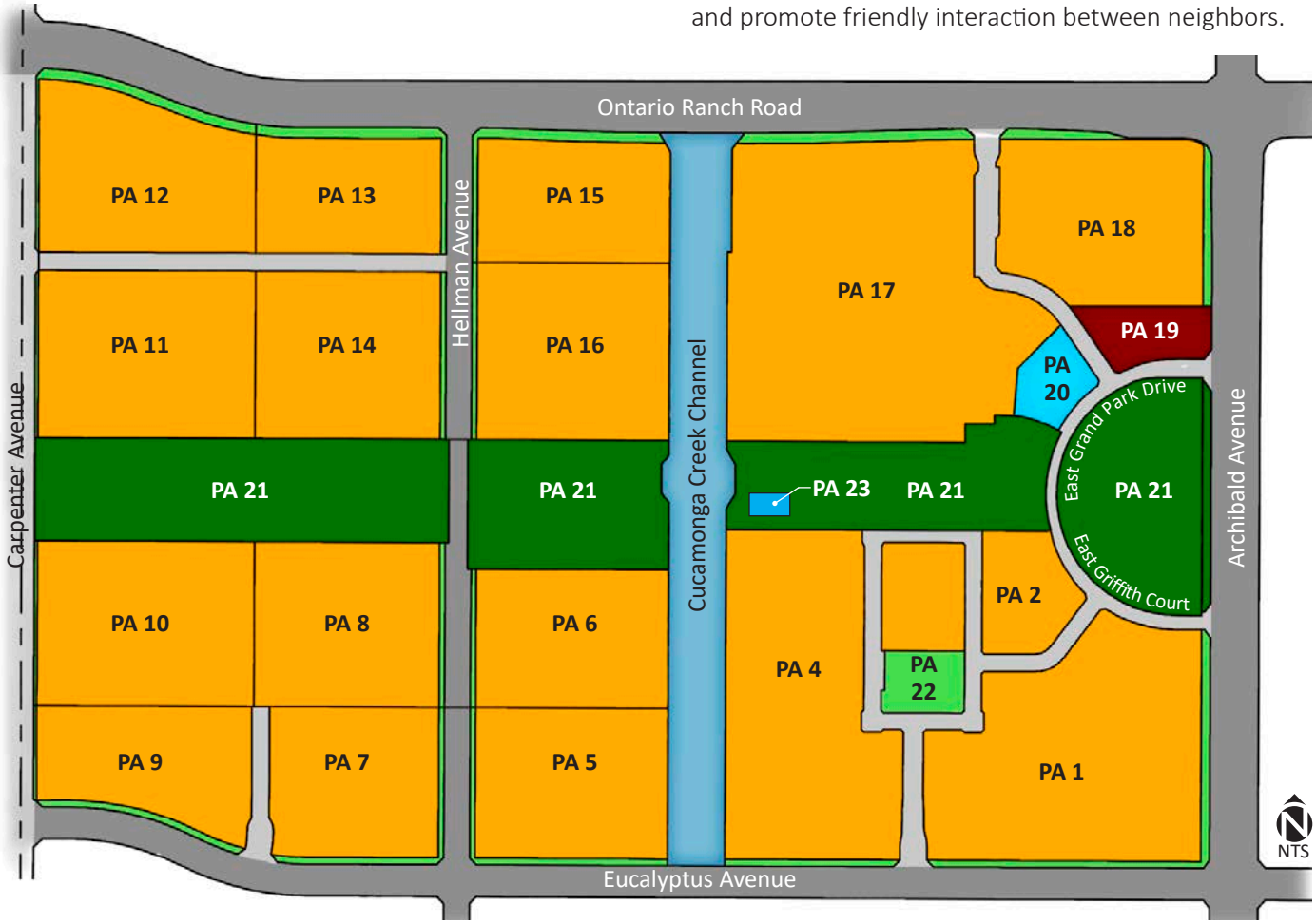


Exhibit 4-1: Land Use Plan

Table 4-4: Parkside Land Use Summary

Parkside

Land Use	Lot Size / Use	Gross Acreage	Net Acreage	*Gross Density ~~Range / S.F.~~	SF	Lots / D.U.
Residential						
PA-1 (Green Court/Lane Loaded Products 1, 2 & 4) (Detached Lane Loaded)	SFD	19.97	~~15.57~~ 15.63	~~10-18~~ 11.82		236
PA-2 ~~(Lane Loaded Product 3)~~ (Detached Lane Loaded)	SFD	3.57	~~2.66~~ 2.69	~~10-18~~ 11.48		41
PA-3 ~~(Lane Loaded Product 3)~~ (Detached Lane Loaded)	SFD	~~3.06~~ 3.07	~~2.38~~ 2.40	~~10-18~~ 13.68		42
PA-4 ~~(Green Court/Lane Loaded Products 1, 2, 3 & 4)~~ (Detached Lane Loaded)	SFD	15.52	~~13.62~~ 13.68	~~10-18~~ 14.24		221
PA-5 ~~(HD Townhomes)~~ (HD Townhomes, Duplex, Triplex)	MF	9.57	8.14	~~15-22~~ 12.75		~~139~~ 155
PA-6 (Attached Auto Court 10-14 Plex, Detached Green Court 8-10 Plex)	MF	~~7.34~~ 7.67	~~6.89~~ 7.19	~~8-14~~ 16.17		~~75~~ 91
PA-7 ~~(Auto Court 6-8 Plex)~~ (Detached Green Court Cluster Product 1 ~~6-10 Plex~~, Detached Green Court Cluster, Conventionally Loaded Lane Homes, Detached Green Court Paseo Cluster, Detached Auto Court Cluster, ~~Detached Lane Loaded~~)	SFD	~~9.30~~ 8.99	~~7.49~~ 7.19	~~8-14~~ 14.68		~~68~~ 132
PA-8 (~~Green Court 8-10 Plex)~~ (Detached Auto Court Cluster ~~6-10 Plex~~, Detached Green Court Cluster, Green Court 8-10 Plex, ~~Detached Lane Loaded~~, Detached Green Court Cluster, Conventionally Loaded Lane Homes, Detached Green Court Paseo Cluster,)	SFD	~~6.64~~ 8.88	~~6.18~~ 8.31	~~10-16~~ 14.86		~~68~~ 132
PA-9 ~~(Triplex)~~ (Row Townhomes, HD Townhomes, Duplex, Triplex)	MF	~~10.49~~ 8.37	~~8.70~~ 6.69	~~10-16~~ 21.98		~~120~~ 184
PA-10 ~~(Row Townhomes)~~ (Row Townhomes, HD Townhomes, Duplex, Triplex)	MF	~~7.56~~ 10.02	~~7.22~~ 9.60	~~17-25~~ 20.66		~~143~~ 207
PA-11 ~~(HD Townhomes)~~ (Row Townhomes, HD Townhomes, Duplex, Triplex)	MF	~~8.11~~ 10.74	~~7.22~~ 9.77	~~15-22~~ 17.50		~~123~~ 188
PA-12 ~~(Triplex)~~ (Row Townhomes, HD Townhomes, Duplex, Triplex)	MF	11.8	9.3	~~12-18~~ 16.27		~~127~~ 192
PA-13 (Attached Auto Court, Attached Row Townhomes)	MF	8.53	6.34	~~8-14~~ 15.01		~~64~~ 128
PA-14 ~~(Duplex)~~ (Attached Triplex, Attached Row Townhomes, HD Townhomes, Autocourts)	MF	~~7.12~~ 9.50	~~6.18~~ 8.45	~~12-18~~ 17.16		~~99~~ 163
PA-15 ~~(Duplex)~~ (Attached Triplex, Attached Row Townhomes, HD Townhomes, Autocourts)	MF	8.62	~~6.97~~ 6.85	~~12-18~~ 14.62		~~111~~ 126
PA-16 ~~(Triplex)~~ (Attached Triplex, Attached Row Townhomes, HD Townhomes, Autocourts)	MF	~~7.83~~ 9.77	~~7.35~~ 9.17	~~10-16~~ 10.75		~~90~~ 105
PA-17 ~~(Row Townhomes)~~ (Attached Duplex, Attached Triplex, Attached Row Townhomes, HD Townhomes, Autocourts)	MF	~~4.87~~ 24.12	~~4.54~~ 22.00	~~17-25~~ 10.90		~~82~~ 347
PA-18 ~~(HD Townhomes)~~ (Attached Triplex, Attached Row Townhomes, HD Townhomes, Attached Autocourts)	MF	6~~.74~~ 12.97	~~5.04~~ 9.27	~~15-22~~ 18.81		~~98~~ 161
Residential Subtotal		**~~156.62~~ 191.68**	**~~131.79~~ 162.67**	**~~14.77~~ 14.87**		**~~1947~~ 2851**

Parkside

Land Use	Lot Size / Use	Gross Acreage	Net Acreage	*Gross Density ~~Range / S.F.~~	SF	Lots / D.U.
Non-Residential						
PA-19 (Commercial)		~~15.66~~ 2.68	~~11.15~~ 1.81		15,000	-
PA-20 (Fire Station)		1.72	1.39	-	10,464	-
PA-21 (Great Park)		~~58.86~~ 37.38	~~54.4~~ 33.99	-		-
PA-22 (Private Rec)		~~1.0~~ 1.87	~~1.0~~ 1.32	-		-
PA-23 ~~(Private Rec)~~ (CDA Well Site)		~~1.9~~ 0.13	~~1.34~~ 0.13	-		-
~~PA-24 (Private Rec)~~		~~1~~	~~1~~	-		-
~~PA-25 (Private Rec)~~		~~1~~	~~1~~	-		-
~~PA-26 (CD Well Site)~~		~~0.13~~	~~0.13~~	-		-
Non-Residential Subtotal		~~81.27~~ 43.78	~~71.41~~ 38.64		25,464	-
Channel ROW		13	13	-		-
Total Project		**~~250.89~~ 248.46**	**~~216.2~~ 214.31**	**~~14.77~~ 14.87**		**~~1,947~~ 2,851**

NOTES:
1) Gross acres taken to center line of streets.
~~2) Adjusted gross acres taken to street ROW dedicated to the City~~
2) Net acres taken to street right of way
~~4) A total of 34.69 acres of master planned roadway is included in the project~~
~~* Density range is shown is based on net acres. The General Plan is based on adjusted gross acres~~
3) Proposed product types in each Planning Area are subject to change based on final development submittal.
4) A density transfer of 15.0% may occur between Planning Areas.

- A traditional grid and geometric street design in residential neighborhoods, with sidewalks separated by landscaped parkways ~~curb adjacent sidewalk and parkways,~~ which provide visual interest, slower traffic, lower traffic volumes, and enhance a pedestrian ~~orientation~~ circulation for neighborhoods. ~~Design solutions such as curb adjacent sidewalks enable greater product and homeowner diversity, land use efficiency, and answer to site constraints such as the Cucamonga Creek Channel. Sidewalks are an important feature for residential neighborhoods, and implementing curb adjacent ones allow pedestrian movement even with site dimensions that would not otherwise accommodate higher density product.~~
- Sidewalks separated by a landscaped parkway promote pedestrian mobility, beautify the streetscene and lend a pedestrian scale;
- Streets adjacent to the Great Park may include on-street parking for park and recreation uses to the north and south, and a "linear" landscape treatment on both sides of the street. Parkways adjacent to both sides of the street are planned to be heavily landscaped;

- The architecture for residences within Parkside will be designed to focus on human scale details which will enhance the pedestrian friendly character of the community. These features may include the use of front porches, railings, enhanced entries, a mix of materials and textures, and authentic detailing on elements such as windows and doors, columns, balconies, and lighting; and
- Innovative garage designs will be utilized where appropriate in order to de-emphasize the visual impact of garage doors on the streetscene.

4.3 Parks, Open Space and Recreational Facilities

Parkside has been designed as a planned community "in the park." The Great Park is the key organizational element for the entire community. Further, refined recreation planning is currently underway by the City on this segment of the Great Park and adjacent portions of the entire facility. Other open space and recreation opportunities for Parkside are included in the private recreation facilities which are integral to the neighborhoods in the project. The private recreation facilities/locations will be provided during the Development Plan Review process.

4.3.1 Parks

An integral part of the development of the residential program within the development boundary of the ~~250.9~~ 248.46-acre Specific Plan is approximately ~~63.9~~ ~~45~~ 60 gross acres of park and recreational areas, including the Great Park, which provides primarily passive recreational opportunities for residents of the project and the surrounding community. The City's park dedication requirements may be met through a combination of improved park land and payment of fees. Refer to Chapter 7.7, Landscape, included in the overall Residential Design Guidelines for the project, for park plans for Parkside, including the Great Park Plan and blow-ups of the pocket parks and private community recreation acres.

The Policy Plan (Policy PR1-5) has established a standard of 5 acres of parkland (public and private) per 1,000 residents, with a minimum of 2 acres of developed private park space per 1,000 residents (Policy PR1-6). Private parks are required to be approximately a quarter mile walking/biking distance from each residence. This private park requirement may be met within any residential development, or by satisfying the in-lieu park development impact fee as approved by the City. Fees will be paid to fulfill the balance of the City's park requirement (the remaining 3 acres per 1, 000 residents).

4.3.2 Multi-Purpose Trails

Multi-purpose trails are an integral element in creating accessibility and mobility within the Specific Plan area. An off-street multi-purpose trail will be provided within the right-of-way on the west side of Archibald Ave. adjacent to the Specific Plan area between Ontario Ranch Rd. and Eucalyptus Ave. Adequate right-of-way will be provided for on-street bicycle lanes with the improvement of Eucalyptus Ave. This bicycle system will link residential neighborhoods to the planned parks and the commercial site located within the development area, as well as providing connectivity to future development areas within the Specific Plan area

4.4 Cucamonga Creek Channel Trail

A link of the City's Master Plan of Trails includes a portion of the multi-purpose trail which will be developed in the Specific Plan area, extending a multi-purpose trail from Ontario Ranch Rd. southerly to Eucalyptus Ave. in the Cucamonga Creek Channel. Access to this trail will be provided at key points within the Great Park for pedestrian and bicycle accessibility. A conceptual plan for the Cucamonga Creek Trail is illustrated in Exhibit 12, Pedestrian and Bicycle Circulation Plan, and Exhibits 37-37a, Channel Regional Trail Easement Plan, in Chapter 7, Design Guidelines.

4.5 Commercial

The Specific Plan includes approximately ~~15.7~~ 2.68 gross acres designated for development of neighborhood commercial.

4.5.1 Neighborhood Center

The Specific Plan provides for the development of approximately ~~1~~15,000 square feet of Neighborhood Center Commercial land uses adjacent to Archibald Ave. and Ontario Ranch Rd. Commercial development at this location is conveniently located to serve the residential community of Parkside as well as the surrounding community. Pedestrian and bicycle connectivity between residential land use areas within Parkside and the future commercial center will be provided. Commercial uses which could be developed within this land use district include, but are not limited to, local servicing commercial uses, such as grocery, drug store, small restaurants, small retail shops, and personal services.

4.6 Public Use (Fire Station and Well Sites)

1.72 gross acres (PA-20) is the site of a new fire station. ~~Proposed directly west of the Neighborhood Center and fronting on the Great Park, is allocated to future use as a City Fire Station~~. Additionally, a CDA well site consisting of approximately 0.13 acres is ~~proposed~~ located in the Great Park (PA-23). Refer to Exhibit 4-1: Land Use Plan.

4.7 Dairy Farming

The Ontario Ranch area contains existing dairies and feed lots. A minimum 100-foot separation shall be required between a new residential, commercial, or industrial development, or structures used for public assembly and an existing animal feed trough, corral/pen, or an existing dairy/feed lot, including manure stockpiles and related wastewater detention basins. The 100-foot separation requirement may be satisfied by an off-site easement acceptable to the Planning Director with adjacent properties, submitted with the initial final map and recorded prior to or concurrent with the final map.

4.8 Airport Land Use Compatibility Planning (ALUCP)

The Specific Plan area is located within the Airport Influence Area of Chino Airport and the Ontario International Airport (ONT). The area is considered to be an "Existing Land Use" as defined by the Riverside County ALUCP for Chino Airport and ONT ALUCP. There is an existing Development Agreement in place for the property and is therefore not subject to the policies and criteria of the ALUCP for either airport. However it is recommended that the standard real estate transaction disclosures be applied any development.

Chapter 5: Infrastructure & Services



Chicago, Illinois: Lincoln Park

5.0 Infrastructure and Services

The infrastructure, utilities, and public services to be provided to support development of the Parkside Specific Plan are discussed in this section.

5.1 Circulation

The circulation plan for the Specific Plan area will provide efficient movement of vehicular traffic throughout the community as well as a pleasant environment for pedestrian and bicycle circulation, reducing the reliance on the automobile for travel. The plan reinforces the concept of traditional neighborhood design with a grid street pattern. Exhibit 5-1: Vehicular Circulation Master Plan illustrates the roadway system planned for the Specific Plan area.

The project site will be served by a system of new and varied parkway, arterial and collector roadway classifications to be improved per the requirements of the City Council Approved ~~2010~~ The Ontario Plan (TOP)~~, General Plan~~, the ~~2012~~ Master Plan of Streets and Highways, and through proposed primary local streets to be constructed as part of the project site development. Improvements will be constructed for Archibald Ave., Ontario Ranch Rd., Eucalyptus Ave., and Carpenter Ave., all of which border the project site. Proposed Hellman Ave. will be fully developed to serve the project site. Within the Parkside Specific Plan area, local collector streets and local interior streets will provide for efficient movement of vehicles and pedestrians through the project. ~~If the site plan does not comply with the Ontario Municipal Code, a Parking Management Plan will be required to show that proposed parking conditions are suitable.~~ On-street parking is permitted on private roads and may be counted toward guest parking along with uncovered parking, when home typologies do not include standard two-car garages. Multi-family rental developments within a master plan area that utilize garage spaces to completely fulfill their covered parking requirement may deviate from standard garage dimensions by a maximum of 1 foot in width ~~and~~ or 2 feet in length per stall. ~~All other requirements found in this Specific Plan and the Ontario Code shall apply. The developer will be required to submit a parking analysis to the City to ensure the proposal is in conformance with the City's Parking Code for residential developments.~~

5.1.1 Streets

The developer(s) of the Parkside Specific Plan area will be responsible for the off-site improvements along the entire project frontage or as otherwise indicated. Phasing of the improvements will be implemented as required by the City Engineer and pursuant to the mitigation measures identified in the EIR and/or the Conditions of Approval established on the approved tentative maps for the project. Additionally, bus turnouts within the Specific Plan area may be required to be constructed to the satisfaction of the City and Omnitrans.

The minimum design speeds to be used for centerline curve radii, superelevation, corner sight distance, vertical and horizontal alignment, and sight distance, etc. are listed below:

Ontario Ranch Rd. 50 m.p.h.

Archibald Ave. 50 m.p.h.

Eucalyptus Ave. 45 m.p.h.

Hellman Ave. 40 m.p.h.

The traffic study prepared for the Parkside Specific Plan will determine the need for additional rights-of-way at critical intersections in order to accommodate additional left and right turn lanes.

On-street parking is prohibited on all master planned roadways.

Ontario Ranch Rd.

Ontario Ranch Rd. is designated as an eight-lane Other Principal Arterial. Ontario Ranch Rd. provides east/west access to and from the project site along the northern boundary of the Specific Plan area. Access to this street via driveways from residential units and on-street parking will be prohibited. Exhibit 5-2: Principal Arterial Street Sections—Ontario Ranch Rd. illustrates the ultimate improvements to Ontario Ranch Rd.

Archibald Ave.

Per the City's 2012 Master Plan of Streets and Highways, Archibald Ave. is designated as an Other Principal Arterial. The street section for Archibald Ave. is per the approved Archibald Ave. Street Improvement Plans. Per this plan set, Archibald Ave. has a 165-foot right-of-way between Eucalyptus Ave. to Ontario Ranch Road. Archibald Ave. will provide north/south access along the eastern portion of the Specific Plan. Per The Ontario Plan (TOP) Figure M-3: Multipurpose Trails and Bikeway Corridor Plan, Archibald Ave. is to include an off-street multi-purpose trail. Access to this street via driveways from residential units and on-street parking will be prohibited. Improvements to Archibald Ave. are illustrated on Exhibit 5-2: Collector Street Sections—Archibald Ave.

Eucalyptus Ave.

Eucalyptus Ave. is designated as a Collector. Eucalyptus Ave. will provide east/west traffic to and from the project site along the southern boundary of the Specific Plan area. Exhibit 5-3: Collector Street Sections—Eucalyptus Ave. illustrates the ultimate improvements to Eucalyptus Ave including a Class II bike lane. Access to Eucalyptus Ave. via driveways from residential units and on-street parking will be prohibited.

Hellman Ave.

As a Collector, Hellman Ave., is designed to carry less traffic than the Principal Arterials. Hellman Ave., located within the western half of the project site, will be improved as depicted on Exhibit 5-2: Collector Street Sections—Hellman Ave. Access to this street via driveways from residential units and on-street parking will be prohibited.

Carpenter Ave.

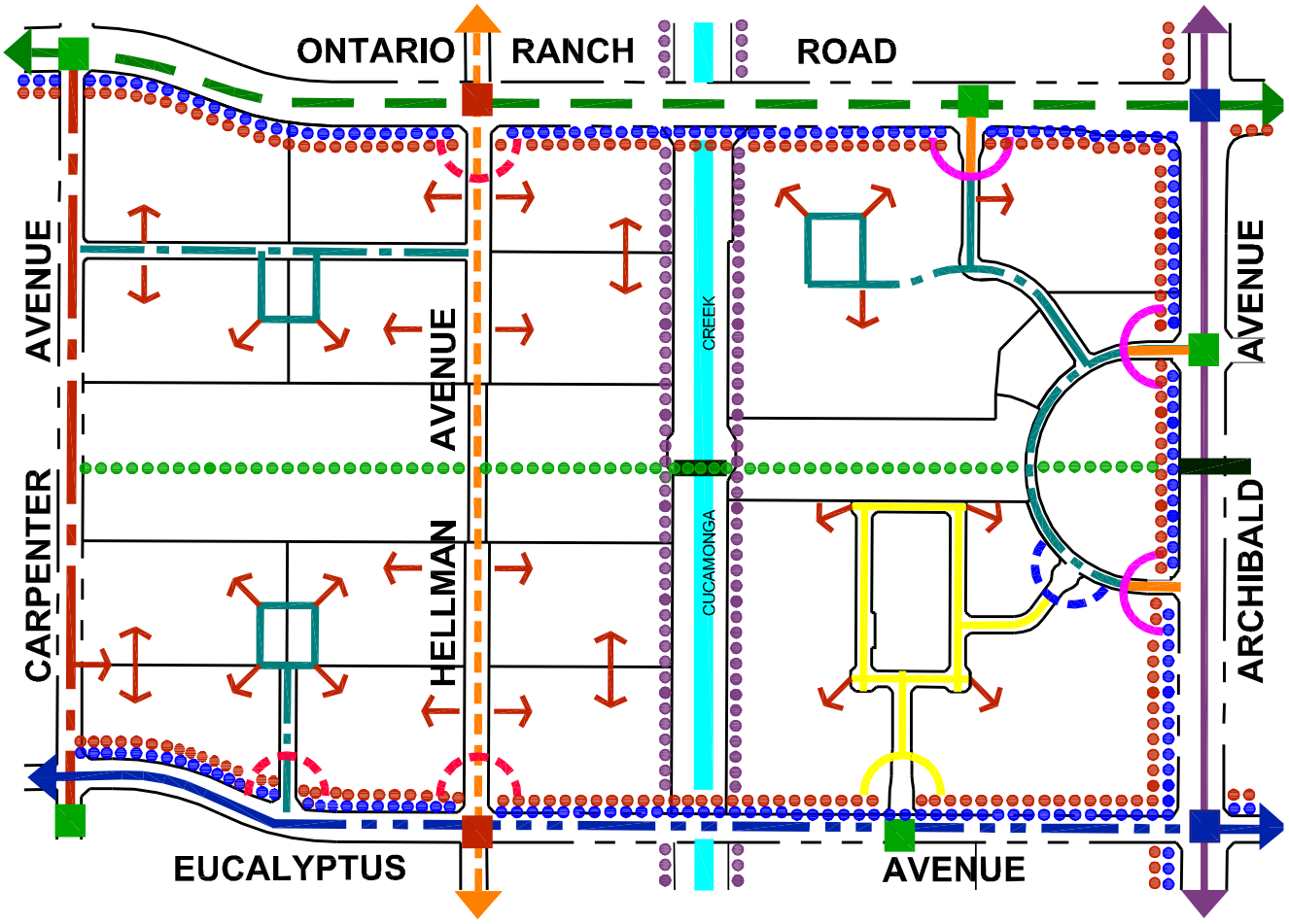
Carpenter Ave., a Primary Local Street, bounds the project site to the west and will provide north/south access to and from the Parkside Specific Plan area. Exhibit 5-4: Local Street Sections—Carpenter Ave. illustrates the ultimate improvements to Carpenter Ave. Easterly improvements will be constructed on Carpenter Ave. by this project.

Primary Local Streets

The Primary Local Streets are designated as collector streets for local traffic. The 60-foot right-of-way is composed of a total paved width of 36 feet and a 12-foot landscaped parkway, which also includes a 5-foot sidewalk (buffered from the street by 7 feet of landscaping). Exhibit 5-4: Local Street Sections illustrates these improvements.

Secondary Community Entry Streets

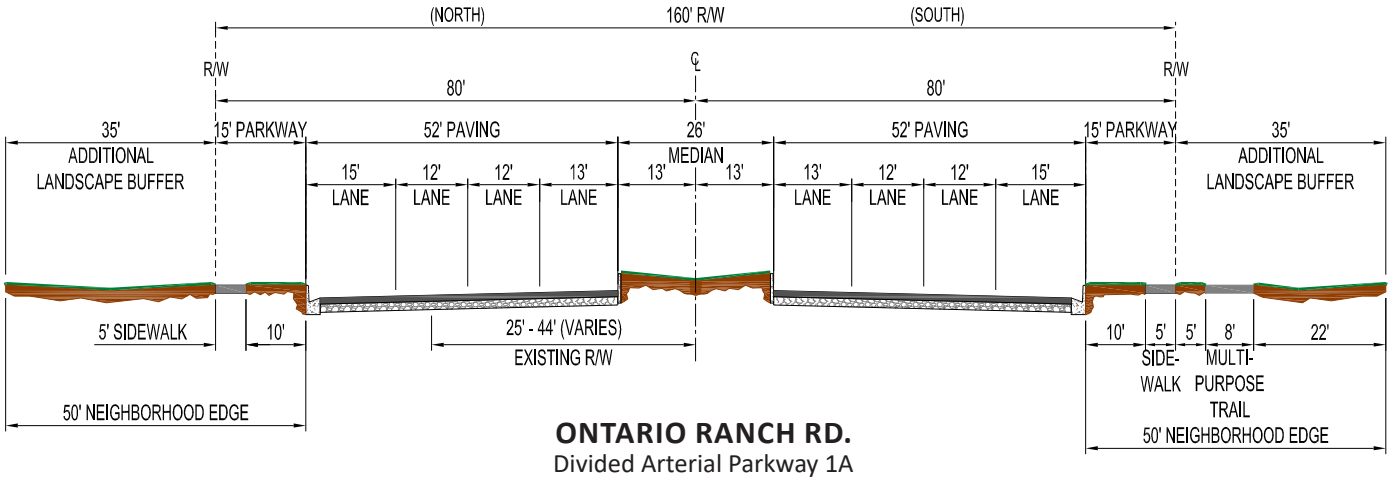
Secondary Community Entry Streets have 36, 48 or 52 feet of paving. An optional landscaped median is acceptable subject to City approval. 12-foot landscaped parkways are provided on both sides and may include a 5-foot sidewalk on one or both sides. Exhibit 5-5: Entry Street Sections illustrates the proposed Park Entry Streets.



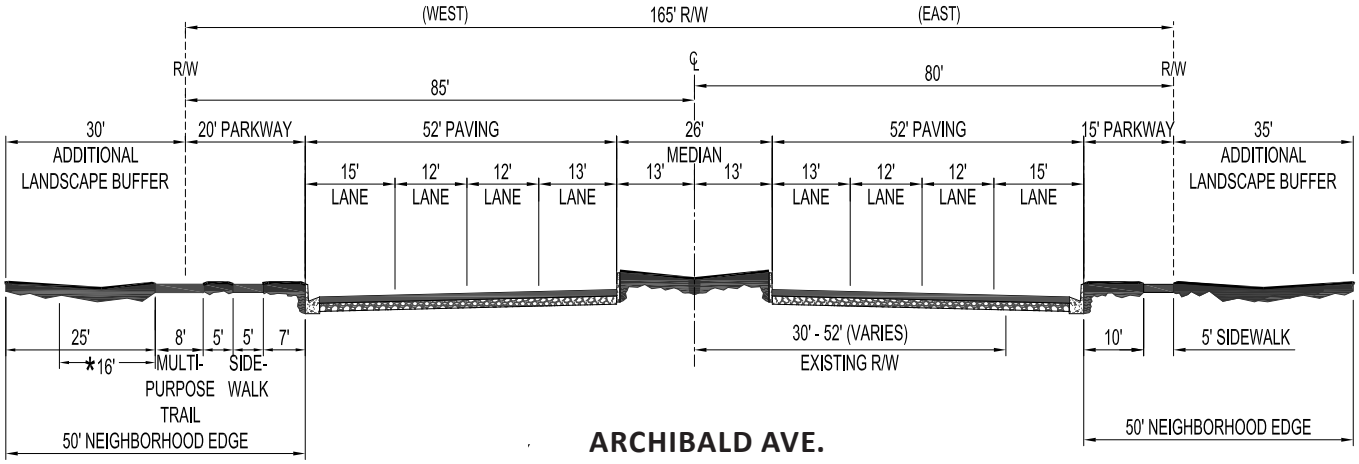
LEGEND

- SPECIFIC PLAN BOUNDARY
- EXISTING TRAFFIC SIGNAL WITH MODIFICATIONS
- MASTER PLAN TRAFFIC SIGNAL
- TRAFFIC SIGNAL TO BE INSTALLED WHEN WARRANTED
- INTERNAL CIRCULATION POINTS
- ARCHIBALD: DIVIDED ARTERIAL PARKWAY 1A WITH CLASS 1 BIKE PATH (165' R/W)
- ONTARIO RANCH: DIVIDED ARTERIAL PARKWAY 1A (160' R/W)
- EUCALYPTUS: STANDARD ARTERIAL (108' R/W)
- HELLMAN: COLLECTOR STREET (88' R/W)
- CARPENTER: LOCAL (66' R/W)
- SECONDARY COMMUNITY ENTRY STREETS (60'/72'/76' R/W)
- PRIMARY LOCAL STREETS (36'/48'/60'/64' R/W WITH 36' PAVING) R/W DEPENDS ON ADJACENCY WITH PARK
- PRIMARY PRIVATE STREETS (40'/58'/60'/68' R/W)
- CLASS 1 BIKE PATH (OFF-STREET)
- PEDESTRIAN BRIDGE
- M-3 MULTIPURPOSE TRAIL
- CUCAMONGA CREEK CHANNEL MULTIPURPOSE TRAIL
- GRAND PARK MULTIPURPOSE TR/
- PRIMARY COMMUNITY GATEWAY ENTRY
- SECONDARY COMMUNITY ENTRY (GATED)
- MAJOR COMMUNITY GATEWAY ENTRY (GATED)
- SECONDARY COMMUNITY ENTRY

Exhibit 5-1: Vehicular Circulation Master Plan

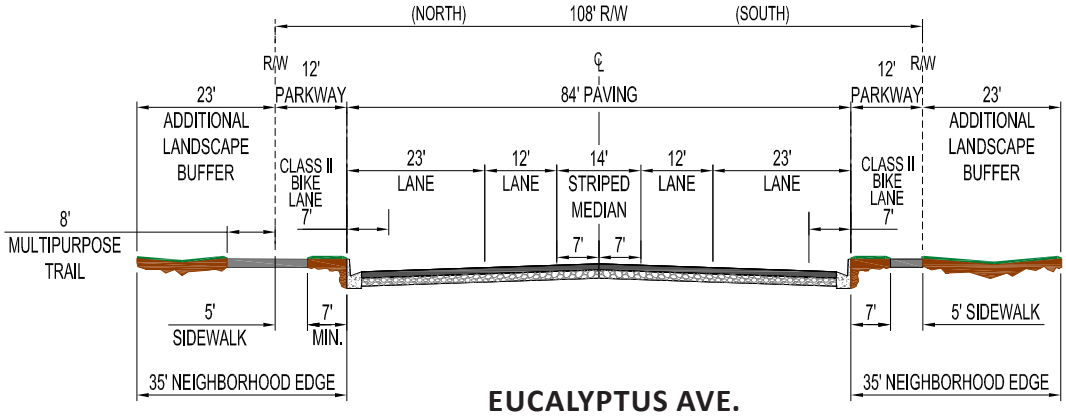


ONTARIO RANCH RD.
Divided Arterial Parkway 1A
(8 Lanes) 104´ Paved Section/160´ R/W
(On Street Parking is Prohibited) Neighborhood Edge is subject to change due to NPDES Standards. Final design to be approved by the City of Ontario.
N.T.S.

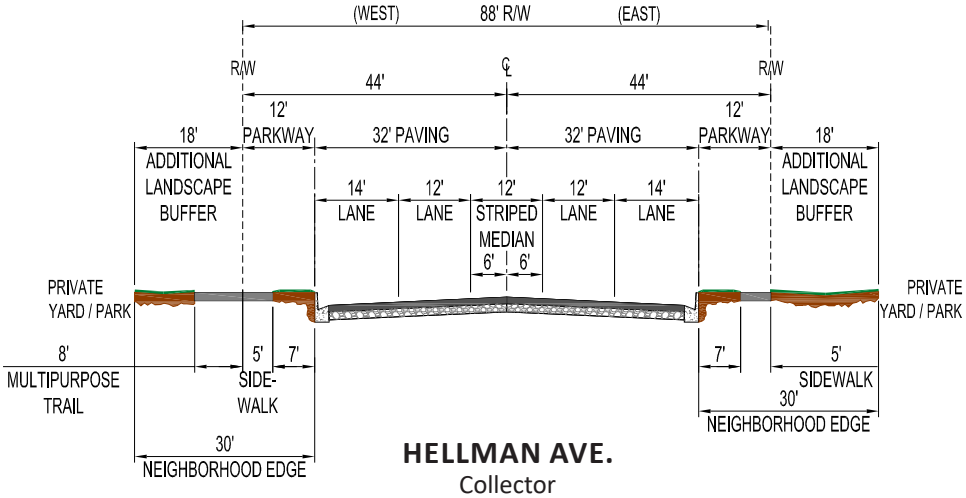


ARCHIBALD AVE.
Divided Arterial Parkway 1A with Bikeway
(8 Lanes) 104´ Paved Section/165´ R/W
(On Street Parking is Prohibited)
Design of 50´ Neighborhood Edge is subject to change due to NPDES Standards. Final design to be approved by the City of Ontario.
N.T.S.

Exhibit 5-2: Other Principal Arterial Street Sections

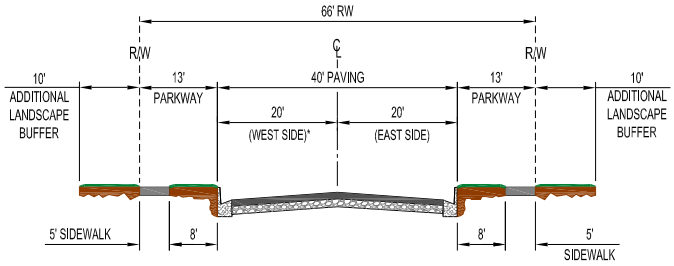


EUCALYPTUS AVE.
Collector
(4 Lanes) 84´ Paved Section/108´ R/W
(On Street Parking Prohibited ~~is Allowed~~)
(Sidewalk and Bike Path Configuration is Subject to City Approval)
N.T.S.

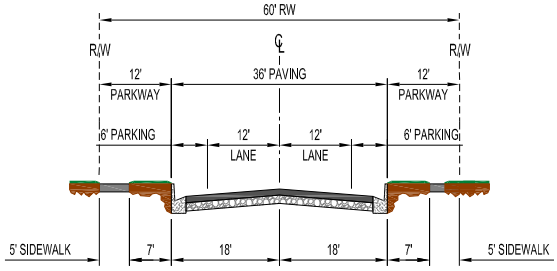


HELLMAN AVE.
Collector
(~~2~~ 4 Lanes) 64´ Paved Section/88´ R/W
(On Street Parking is Prohibited)
N.T.S.

Exhibit 5-3: Collector Street Sections



CARPENTER AVE.
40´ Paved Section/66´ R/W
(On Street Parking is Allowed)
*Finished Parkway Improvements West of Curb and Gutter by Others
N.T.S.



PRIMARY LOCAL STREETS
36´ Paved Section/60´ R/W
(On Street Parking is Allowed)
N.T.S.

Exhibit 5-4: Local Street Sections

Primary Private Streets

Primary Private streets within the Specific Plan will include right of way widths of 40 feet, 58 feet, 60 feet and 68 feet. The 40-foot right of way has a 24-foot paved section, a 5-foot parkway on one side and a 6-foot parkway with 5-foot sidewalk on the other side. Both the 58-foot and 60-foot right of way have 36 feet of pavement. The 58-foot right of way has 6-foot parkways and 5-foot sidewalks on each side. The 60-foot right of way has 7-foot parkways and 5-foot sidewalks. Lastly, the 68-foot right of way has a 34-foot paved section, a 10-foot median and 7-foot parkways with 5-foot sidewalks on both sides. On-street parking is allowed on the 58-foot and 60-foot right of ways. Exhibit 5-6 illustrates the Primary Private Street Sections.

In conditions where Private Streets have a gated entry, all entry drives will be designed to City Engineering and Ontario Fire Department standards. Final design of the gated entries will be reviewed during the Development Plan process.

Design solutions such as curb adjacent sidewalks enable greater product diversity and efficiency to answer site constraints such as the Cucamonga Creek Channel on the east and Hellman Avenue on the west.

Private Lanes/Alleys

Lanes within the Specific Plan will primarily have 20 feet of paved area with 5 feet of landscaping on each side. Planning Areas 1-4 will have lanes with 24 feet of paved area and 3 feet of landscaping on each side. Exhibit 5-7: Private Lane/Alley Section illustrates the proposed lane sections. Lanes with "dead end" conditions will have a maximum length of 150 feet (subject to Fire Department approval). Parking is prohibited along lanes. Tapers will be incorporated at the point where private lanes intersect public streets. Hammer heads may be incorporated into the design of the lanes if the City determines they are required.

5.1.2 Non-Ontario Ranch Planned Street Condition Along Park/Paseo Uses

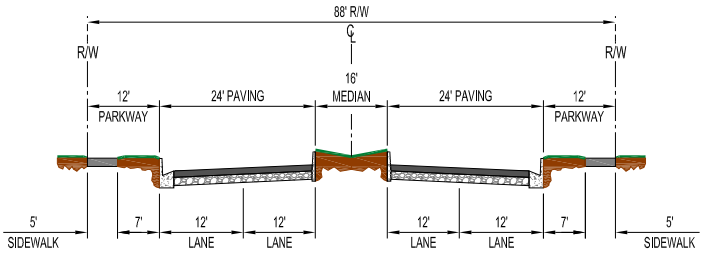
Where any non-Ontario Ranch General Plan Master Planned Street is adjacent to a park, paseo area, or paseo link, the street parkway will be included as park/paseo area/acreage.

5.1.3 Traffic Calming

Parkside provides for traffic calming within residential neighborhoods to slow traffic and reduce traffic noise on streets, contributing to livable neighborhoods in which to walk, bike, and drive.

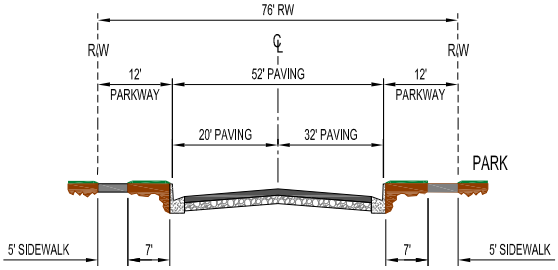
Traffic calming within the Parkside Specific Plan area is designed to address the following:

- Reduction in traffic speeds;
- Reduction in traffic related noise;
- Reduction in cut-through traffic within residential neighborhoods;
- A secure pedestrian friendly circulation system, which encourages walking;
- Allow for non-restricted access for emergency service vehicles such as police, fire, and ambulances; and
- Reduction in radii of streets and elimination of knuckles.



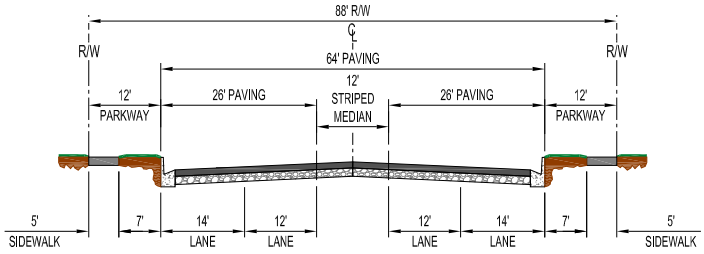
MAJOR COMMUNITY GATEWAY ENTRY "GATED"
48´ Paved Section/88´ R/W
(On Street Parking is not Allowed)
N.T.S.

Note: An optional landscaped median is acceptable subject to City approval.



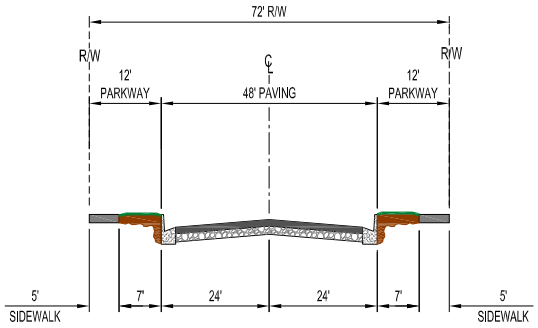
SECONDARY COMMUNITY ENTRY
52´ Paved Section/76´ R/W
(On Street Parking is Allowed)
N.T.S.

Note: An optional landscaped median is acceptable subject to City approval.



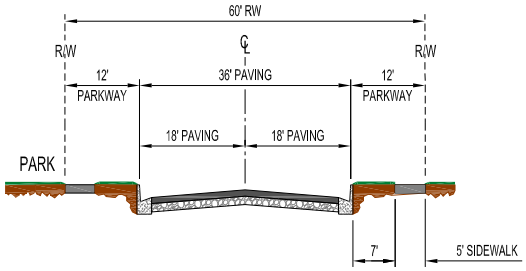
PRIMARY COMMUNITY GATEWAY ENTRY
64´ Paved Section/88´ R/W
(On Street Parking is Allowed)
N.T.S.

Note: An optional landscaped median is acceptable subject to City approval.



SECONDARY COMMUNITY ENTRY STREET
48´ Paved Section/72´ R/W
(On Street Parking is Allowed)
N.T.S.

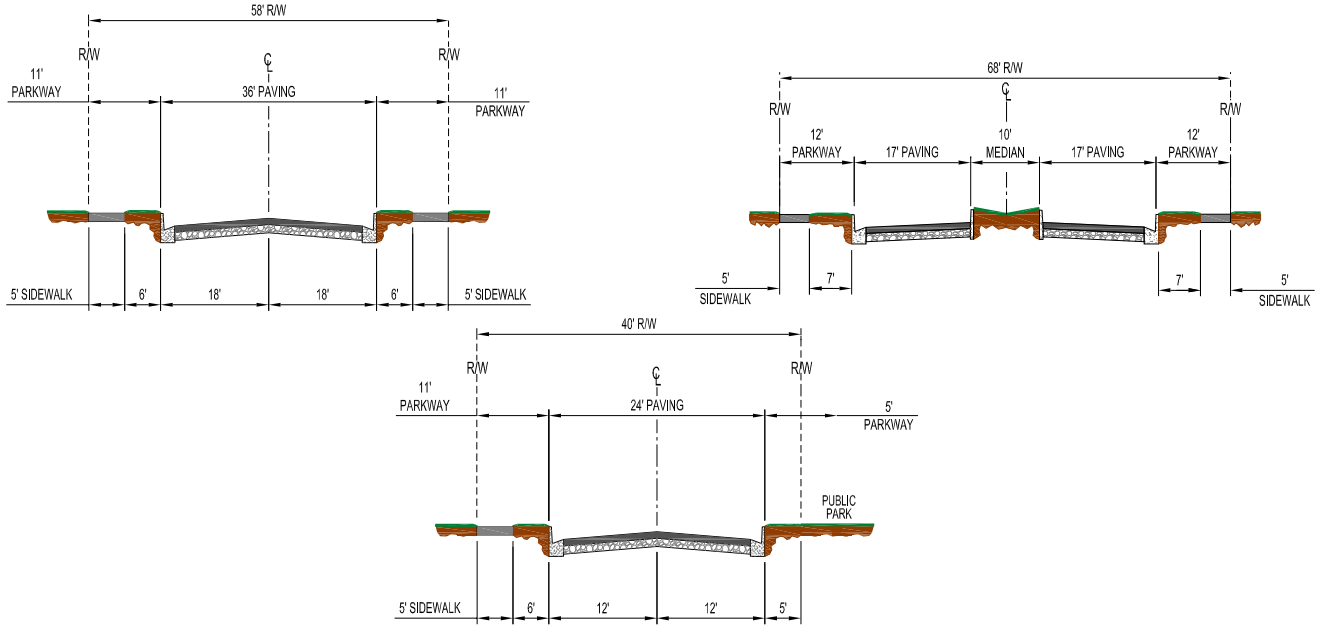
Note: An optional landscaped median is acceptable subject to City approval.



SECONDARY COMMUNITY ENTRY
36´ Paved Section/60´ R/W
(On Street Parking is Allowed)
N.T.S.

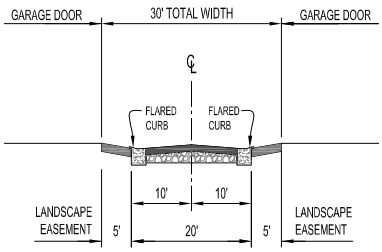
Note: An optional landscaped median is acceptable subject to City approval.

Exhibit 5-5: Entry Street Sections

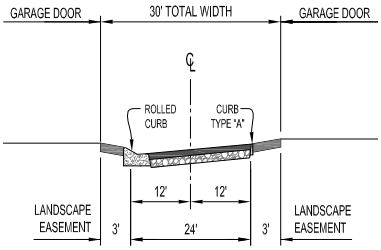


PRIMARY PRIVATE STREETS
24', 34' & 36' Paved Section/40', 58', 60'& 68' R/W
(On Street Parking is Allowed)
N.T.S.
Note: All private street design is subject to City Approval.

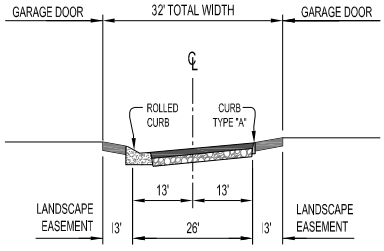
Exhibit 5-6: Primary Private Street Sections



LANES (PRIVATE ALLEYS)*
20´ Paved Section/30´ Width to Garage
(On Street Parking is Prohibited)
N.T.S.



LANES (PRIVATE ALLEYS)
24´ Paved Section/30´ Width to Garage
(On Street Parking is Prohibited)
N.T.S.



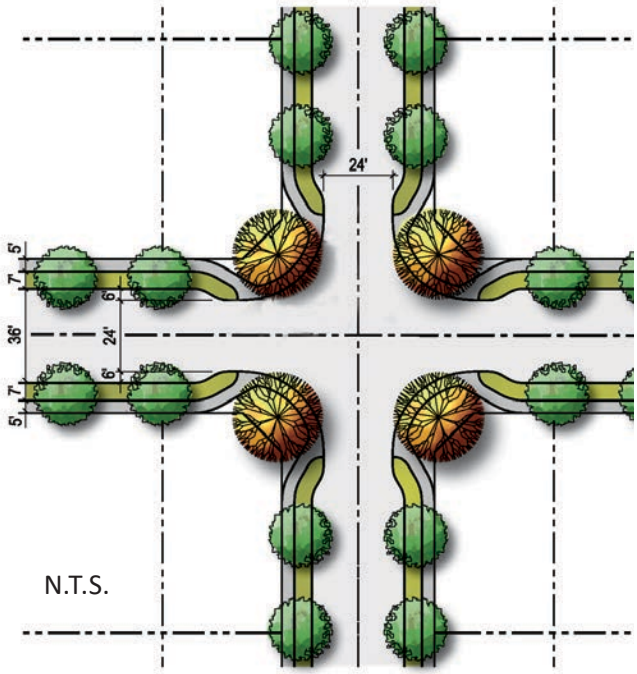
LANES (PRIVATE ALLEYS) ~~PA 5 & 6~~*
26´ Paved Section
(On Street Parking is Prohibited)
N.T.S.

Exhibit 5-7: Private Lane/Alley Sections

* Note: Where emergency access alleys are to be used within the residential development, a 24-foot paved section with 3-foot minimum landscaping will be utilized.

Factors affecting traffic speeds are those that influence the driver's perception of the roadway, such as:

- Type of adjacent development and the distance of development from the roadway;
- Frequency of access points onto the roadway;
- Roadway alignment and curvature;
- Type and massing of landscaping adjacent to the roadway;
- Frequency of traffic control devices along the roadway;
- Width of travel lanes; and
- Roundabout locations.



Note: Refer to the City Standard Drawing for Local Street Chokers.

Exhibit 5-8: Neighborhood Street Tapers

The following traffic calming techniques may be implemented in the design of the roadways within the Parkside Specific Plan area.

Local Neighborhood Street Design

Neighborhood streets within Parkside are designed in a grid with landscaping on either side within parkways to add interest in the street, encouraging drivers to slow their travel speed and observe their surroundings. Traffic speeds on local residential streets may be reduced by incorporating tapered intersections for local streets, as illustrated in Exhibit 5-8: Neighborhood Street Tapers. Taper may not be appropriate at all intersections.

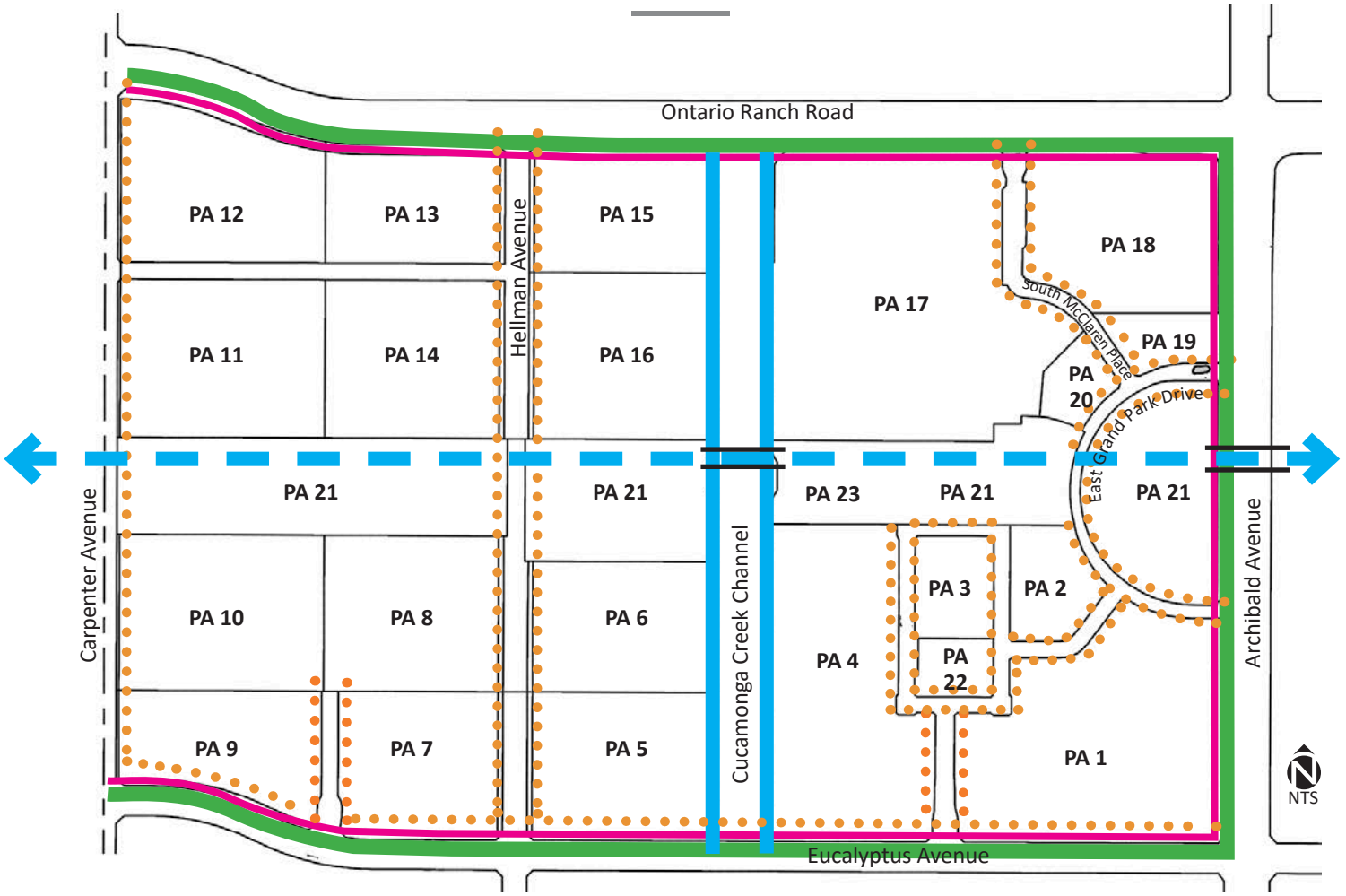
Lane (Private Alley) Design

Lanes (private alleys) within Parkside may incorporate tapers at the entrance to these lanes to slow traffic in these areas and to provide a visual element to discourage drivers from using lanes as a through street. Speeds for traffic entering the lanes and cut-through traffic can be reduced by incorporating tapers at the entrance to these lanes as illustrated on Exhibit 5-8: Neighborhood Street Tapers.

Landscaping

Landscaping adjacent to streets within the Specific Plan area will combine the use of shade trees, shrubs, and groundcover adjacent to sidewalks to create a more intimate streetscape, encouraging drivers to reduce driving speeds. The landscape concept for Parkside is designed to contribute a sense that the street system is a pedestrian "protected area" to promote slower traffic speeds. Exhibit 5-8: Neighborhood Street Tapers illustrates these design features.

Parkside



Legend

- M-3 Multi-purpose Trail
- Cucamonga Creek Multi-purpose Trail (8' wide)
- Class I Bike Lane
- Grand Park Multi-purpose Trail
- Pedestrian Sidewalks

Notes:

Future Pedestrian Bridges across Archibald Avenue and Cucamonga Creek Channel are proposed

Exhibit 5-9: Pedestrian and Bicycle Circulation Master Plan

5.1.4 Pedestrian Circulation

Off-street pedestrian circulation will be available throughout the Parkside Specific Plan area with an interconnected paved sidewalk system within the roadway right-of-way, separated from vehicular travel lanes by a landscaped parkway. Pedestrian access points to the Cucamonga Creek Channel will be provided at 2 points in the Great Park, east and west of the channel, and potentially in other locations within the project. The existing pedestrian bridge across Cucamonga Creek Channel will be inspected for safety, have the defunct gas line removed; and new fence, striping and bollards added.

5.1.5 Bicycle Plan

Multi-purpose trails are an integral element in creating accessibility and mobility within the Specific Plan. An eight-foot wide multi-purpose pedestrian and bicycle trail will be provided within the Cucamonga Channel and within the west parkway of Archibald Ave., within the south parkway of Ontario Ranch Rd. within the north parkway of Eucalyptus Avenue, and within the Great Park. Eucalyptus Avenue, will include a class II bike lane per the City's Policy Plan. These multipurpose trails are identified in the City's Policy Plan Multipurpose Trails and Bikeway Corridor Plan. Refer to Exhibit 5-8: Pedestrian and Bicycle Circulation Master Plan, for locations of these paths and trails.

5.2 Water Master Plans

The ultimate sizing and alignment of all waterline improvements shall follow the most currently approved Master Plan. A Conceptual Technical Study and Final Technical Study shall be prepared and approve by the City prior to approval of Construction Drawings and Permits.

5.2.1 Domestic and Recycled Water

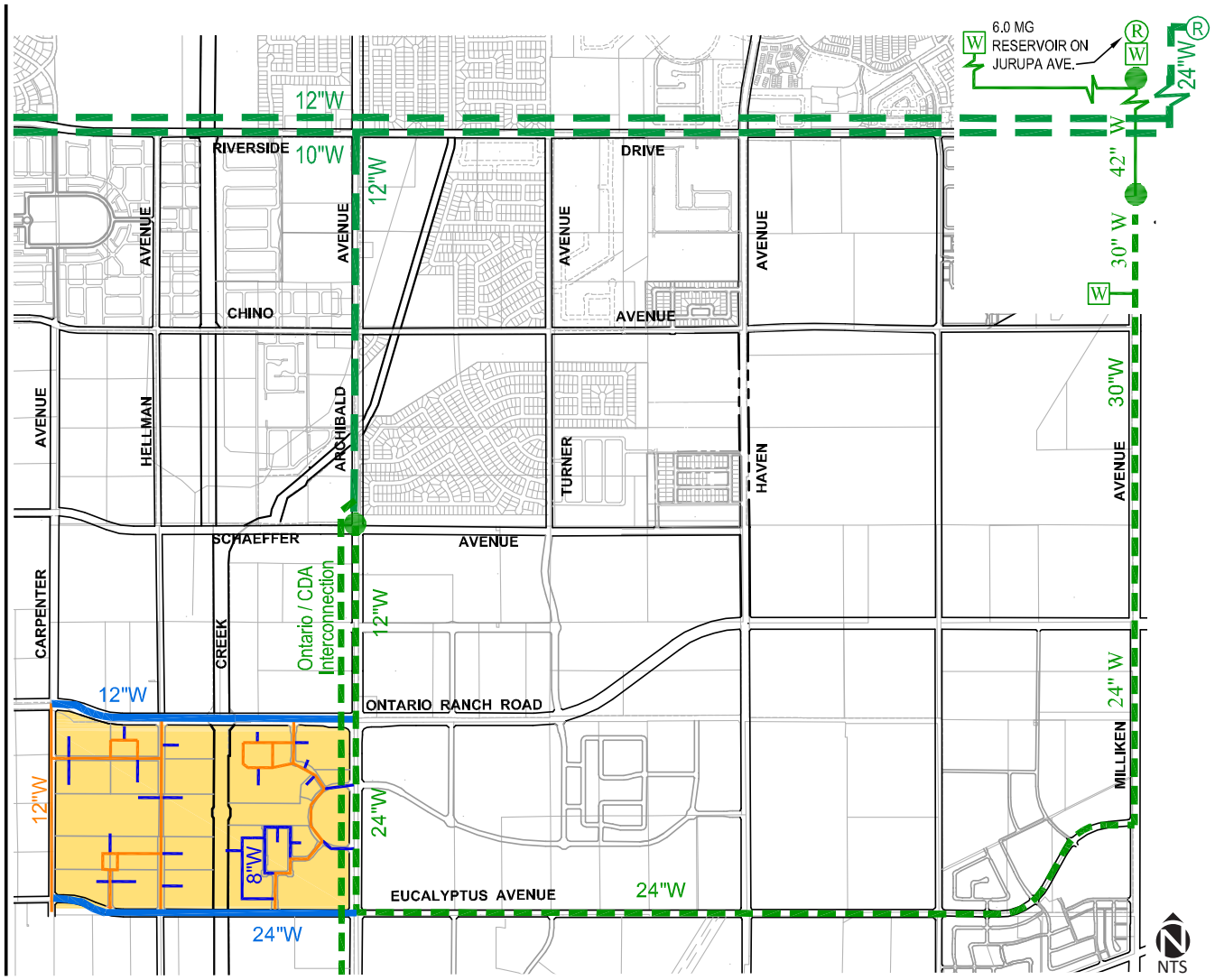
Master Plan

Domestic water for the project site will be provided by the City. The Ontario Ranch Water Master Plan Phase 1 (Phases 1a–1d) identifies new water facilities to include one reservoir, 3 groundwater wells and potable and recycled transmission water lines. Construction of the on-site and off-site Master Plan water service improvements shall be the responsibility of the developer(s) and is required prior to issuance of building permits (excluding models and private recreation facilities) for Parkside. One of the waterlines included in the Phase I improvements is a 24-inch water main in Archibald Ave., which borders Parkside on the east. The City is in the process of updating the Water Master Plan. Any changes resulting from the update will be incorporated into the Parkside Domestic Water and Recycled Water Master Plan.

Master planned domestic and recycled water main lines serving and surrounding the Specific Plan, as identified in the adopted Water Master Plan, shall be constructed prior to issuance of first occupancy of each phase. The sizing and alignment of all in-tract and looping waterline improvements shall follow the results of the approved water hydraulic analysis. The public system location shall be approved during final design review.

5.2.2 Domestic Water

The Parkside Specific Plan area lies within the 925 Pressure Zone. New domestic water mains to be constructed as part of the development of Parkside will include a 24-inch Master Plan water main in Eucalyptus Ave., from Archibald Ave. to Carpenter Ave. Also included is a 12-inch Master Plan water main in Ontario Ranch Rd. from Archibald Ave to Carpenter Ave. The sizing and alignment of all in-tract and looping waterline improvements shall follow the results of the approved hydraulic analysis.



Legend

- SPECIFIC PLAN BOUNDARY
- EXISTING WATER MAIN
- NMC MASTER PLAN WATER
- NEW MODEL COLONY WATER SUPPLY PHASE 1
- PROPOSED ON-SITE 12" WATER
- PROPOSED ON-SITE 8" WATER
- PRESSURE REDUCING STATION
- RESERVOIR
- WELL

Exhibit 5-10: Conceptual Domestic Water Master Plan

The Master Plan for domestic water for Parkside is illustrated in Exhibit 5-10: Conceptual Domestic Water Master Plan.

5.2.3 Master Planned Recycled

Water System

The ultimate sizing and alignment of all recycled waterline improvements shall follow the most currently approved Master Plan. In order to assure conformance with Master Plan Design Criteria during the Implementation process: a Conceptual Technical Study and a Final Technical Study shall be prepared and approved by the City prior to approval of Construction Drawings and Permits. The source of recycled water is the Inland Empire Utility Agency (IEUA) 30-inch RP-1 Outfall Line in Carpenter Ave. There is an existing 16-inch recycled water line in Archibald Ave., from Ontario Ranch Rd. to Eucalyptus Ave. There is a proposed IEUA 48-inch recycled transmission main in Carpenter Ave. New recycled master planned water mains to be constructed as part of the Parkside development will include a 12-inch line in Ontario Ranch Rd., from Carpenter Ave. to Archibald Ave., a 12-inch line in Eucalyptus Ave., from Carpenter Ave. to Archibald Ave., and an 8-inch line in Hellman Ave., from Ontario Ranch Rd. to Eucalyptus Ave. The sizing and alignment of all in-tract and looping recycled waterline improvements shall follow the results of the approved recycled water hydraulic analysis. The Parkside Specific Plan shall comply with Ontario Municipal Code Chapter 8C (Recycled Water Use) and provide recycled water for all approved uses, including but not limited to irrigation of parks, street landscaping, recreational trails, HOA-maintained on-site common areas and commercial landscaping. An Engineer's Report approved by the City and the Department of Health Services is required prior to the use of recycled water.

There may be an interim period where recycled water supply does not have adequate pressure depending on the timing of development and construction of a regional booster station. In this case, the recycled water system will connect to the potable system initially, until such point that recycled water service is available.

The Master Plan for recycled water for Parkside is illustrated on Exhibit 5-11: Conceptual Recycled Water Plan.

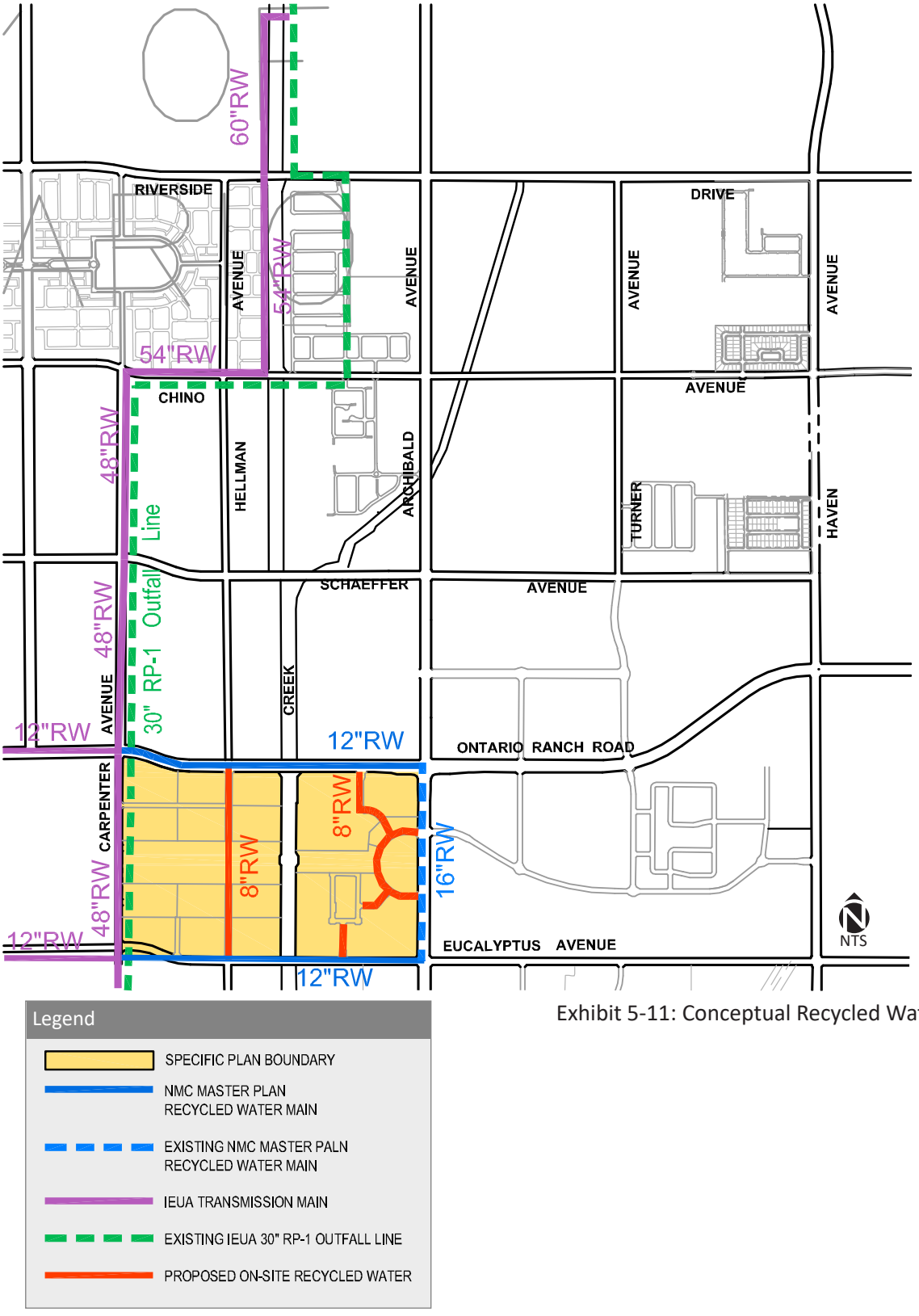


Exhibit 5-11: Conceptual Recycled Water Plan

5.3 Sewer Master Plan

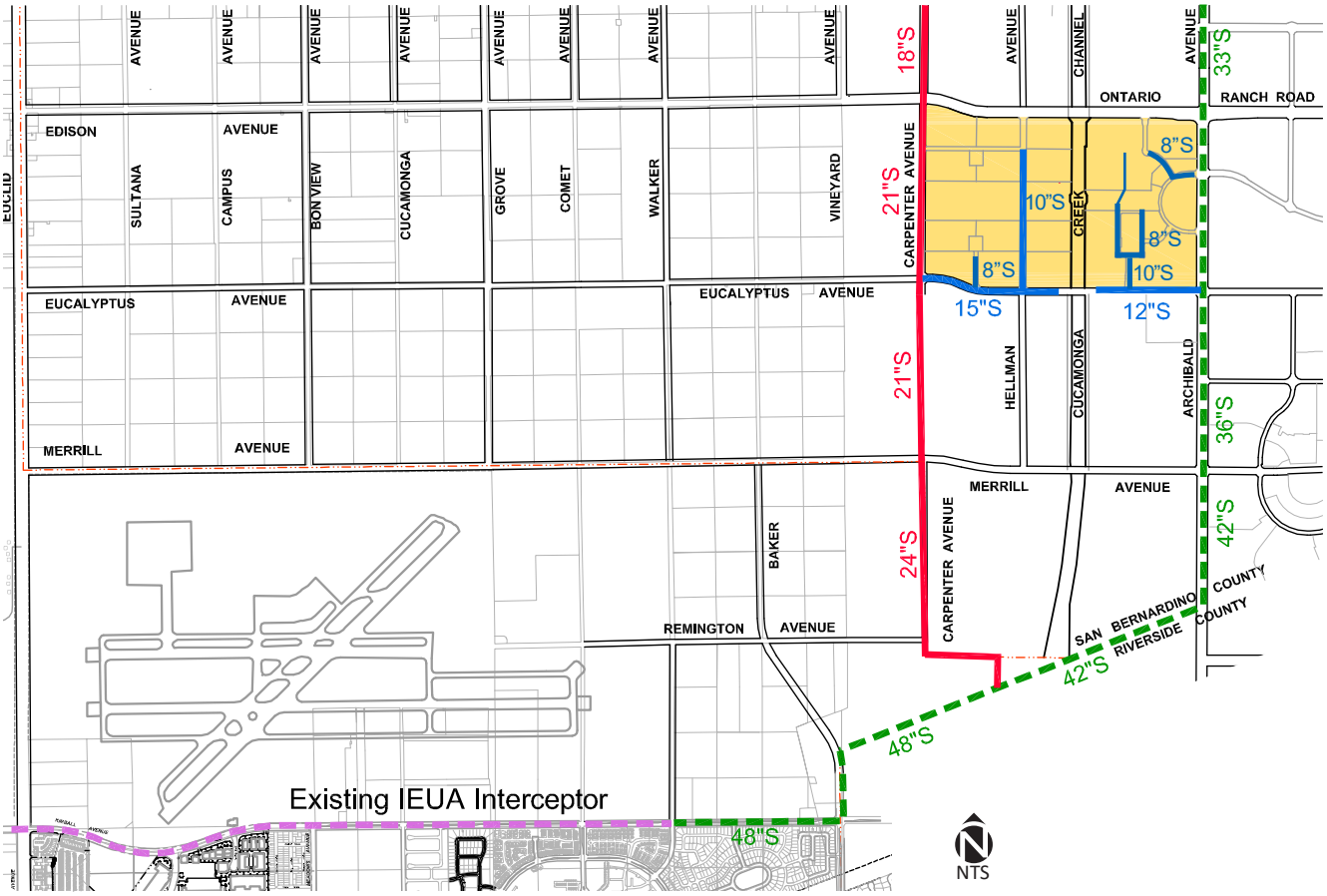
The ultimate sizing and alignment of all sewer improvements shall follow the most currently approved Master Plan. In order to assure conformance with Master Plan Design Criteria during the Implementation process: a Conceptual Technical Study and a Final Technical Study shall be prepared and approved by the City prior to approval of Construction Drawings and Permits. Sewer service for the Specific Plan area will be provided by the City. The City´s Sewer Master Plan identifies ultimate sewer facilities from the project site to the Eastern Trunk Sewer. Master Planned facilities within the project area include the Eastern trunk Sewer Main in Archibald Ave. that serves that portion of the project site lying easterly of the Cucamonga Creek Channel. The portion of Specific Plan area lying westerly of the Cucamonga Creek Channel will be served by the Eastern Trunk Sewer via the Master Planned sewer main connecting to the Eastern Trunk Sewer near the intersection of Carpenter Avenue and the San Bernardino County Line. This line connects to the existing IEUA Intercept line at Walker and Kimball Ave in the city of Chino.

The sizing and alignment of all in-tract sewer improvements shall follow the results of the approved Sewer Sub-Area Master Plan (SSAMP) analysis. The master planned sewer main line serving the western portion of the Specific Plan, as identified in adopted updated Sewer Master Plan, shall be constructed prior to issuance of first occupancy of the phases west of the Cucamonga Creek Channel. On-site public system sizing is subject to the recommendations and approval of the required sewer analysis.

The Sewer Master Plan for Parkside is illustrated on Exhibit 5-12: Conceptual Sewer Master Plan.

5.4 Drainage

All pipe, improvements, sizing, and alignment shall follow the most current approved version of the Storm Drain Master Plan (currently 2012), in case there are discrepancies between pipe improvements, sizing, and/or alignments as show on the utility exhibits versus the Master Plan. The City's Storm Drain Master Plan identifies new storm drain facilities to serve the project site extending towards the Cucamonga Creek Channel. These Master Plan improvements include a 84-inch storm drain in Ontario Ranch Road from Carpenter to Hellman



Legend

- SPECIFIC PLAN BOUNDARY
- NMC MASTER PLANNED SEWER MAIN
- EASTERN TRUNK SEWER
- PROPOSED ON SITE SEWER
- EXISTING IEUA INTERCEPTOR

Exhibit 5-12: Conceptual Sewer Master Plan

Ave., a 96-inch storm drain in Hellman Ave., a 60-inch storm drain in Eucalyptus Ave., east of the Cucamonga Creek Channel and west of Hellman Ave.~~, a 114-inch storm drain in Eucalyptus Ave., between Hellman Ave. and the Cucamonga Creek Channel.~~ Completion of these Master Plan improvements will provide permanent storm drain service to Parkside.

On-site storm drains will be constructed to convey the on-site flows to the proposed Master Planned storm drain lines in Eucalyptus Ave. Size and location of proposed storm drain may change based on the final design.

The Drainage Master Plan for Parkside is illustrated in Exhibit 5-12: Conceptual Storm Drain Master Plan.

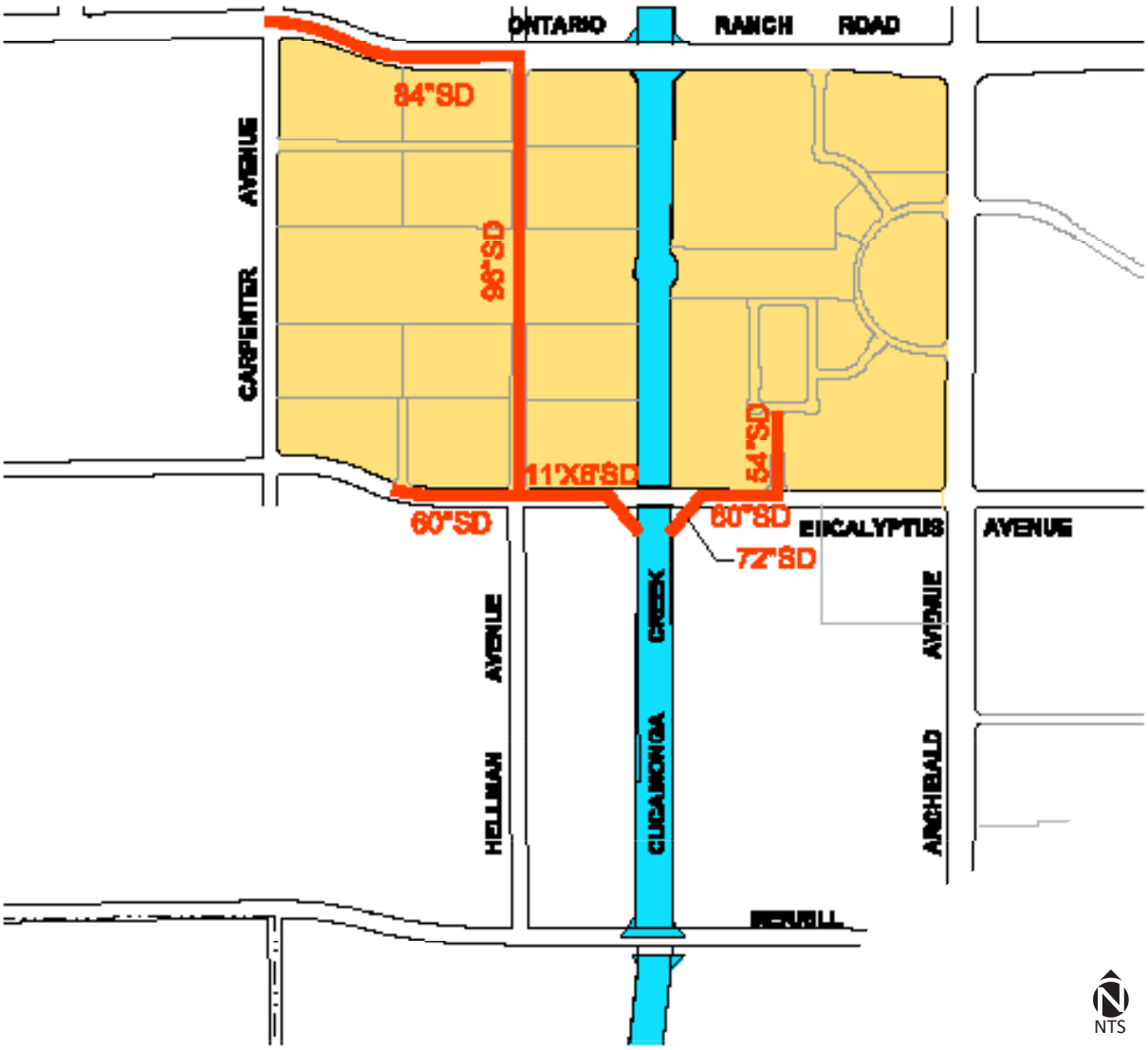
5.4.1 NPDES Compliance

The grading and drainage of the Parkside Specific Plan area shall be designed to detain, filter, and treat surface runoff, in a manner and combination which is practical, to comply with the most recent requirements of the San Bernardino County NPDES Stormwater Program's Water Quality Management (WQMP) for significant new development projects. The objective of the WQMP for this project is to minimize the detrimental effects of urbanization on the beneficial uses of receiving waters, including effects caused by increased pollutants and changes in hydrology. These effects may be minimized through the implementation of site designs that reduce runoff and pollutant transport by minimizing impervious surfaces and maximizing on-site infiltration, Source Control Best Management Practices (BMPs) and/or either on-site structural Treatment Control BMP's, or participation in regional or watershed-based Treatment Control BMPs.

Prior to the issuance of a grading or construction permit, a Storm Water Pollution Prevention Plan (SWPPP) will also be prepared. The SWPPP will be prepared to comply with the California State Water Resources Control Board's (State Water Board) current, "General Permit to Discharge Storm Water Associated With Construction Activity" and the current Areawide Urban Storm Water Runoff (Regional NPDES Permit). The SWPPP will identify and detail all appropriate Best Management Practices (BMPs) to be implemented or installed during construction of the project.

In addition to the preparation of a SWPPP for construction-related activities, and as part of the approval of any grading plans within the Specific Plan Area, the applicant will be required to submit a Water Quality Management Plan (WQMP) on the regional model form provided by the City. The WQMP shall identify and detail all Site Design, Source Control, and Treatment Control BMPs to be implemented or installed at this site in order to reduce storm water pollutants and site runoff. All Priority Land Use (PLU) areas within the Specific Plan Area shall comply with the statewide Trash Provisions adopted by the State Water Resources Control Board (SWRCB) and trash requirements in the most current San Bernardino County Area-Wide MS4 Permit. Drainage from such as a Debris Separating Baffle Box (DSBB), Continuous Deflective System (CDS), or an equivalent hydrodynamic separator which as been approved by the SWRCB.

The Specific Plan area is located within the sub-watershed area of a regional storm water runoff treatment facility. This regional treatment facility serves as an alternative to complete on-site treatment of all pollutants of concern.



Legend

SPECIFIC PLAN BOUNDARY

PROPOSED MASTER PLAN STORM DRAIN

Exhibit 5-13: Conceptual Storm Drain Master Plan

5.5 Public Services

5.5.1 Schools

The project site is located within the Mountain View School District, which serves the needs for kindergarten through eighth grade, and the Chaffey Joint Union High School District, serving the needs for grades 9 through 12. Several elementary, middle, and high schools are master planned throughout the Ontario Ranch and will ultimately serve the Parkside Specific Plan area educational demands. Development of the Parkside Specific Plan area will generate an estimated student population as follows (based on student generation numbers supplied by the City, "School Generation for New Model Colony Subareas," July 2, 2004):

~~Grades K-5 Generation Factor .38/D.U.0.38 x 1,947 = 740~~
~~Grades 6-8 Generation Factor .22/D.U.0.22 x 1,947 = 429~~
~~Grades 9-12 Generation Factor .20/D.U.0.20 x 1,947 = 390~~

Grades K-5 Generation Factor .38/D.U.0.38 x 2,851 = 1,083
Grades 6-8 Generation Factor .22/D.U.0.22 x 2,851 = 627
Grades 9-12 Generation Factor .20/D.U.0.20 x 2,851 = 570

5.5.2 Fire Department Services

The City provides fire protection for the project site. ~~The nearest fire station (2931 East Philadelphia Street) is approximately 2.5 miles northeasterly of the project site. Response time varies due to availability of units, according to Fire Department statements. A new fire station~~ Ontario Fire Station No. 9 (2661 E Grand Park St, Ontario, CA 91762) ~~has been identified within the Parkside Specific Plan area~~, located ~~directly west of the commercial site,~~ in Planning Area ~~20~~ 19 of the Parkside Specific Plan area , ~~which~~ will service the Specific Plan area as well as the surrounding community. Refer to Exhibit 4-1, Land Use Plan.

5.5.3 Police Department Services

The City will provide police protection for the Specific Plan area. The police station (250~~0~~ Archibald Ave.) was relocated to be more centrally located to the Ontario Ranch and is approximately 2.2 miles north of the project site. Response time varies based on location of police units and the type of calls, according to Police Department statements.

5.5.4 Libraries

The City provides library service to the City. There are two existing library locations within the City. The main library is located within the vicinity of the Civic Center (215 East "D" Street). The Colony Branch Library is located northeasterly of the project site, approximately 2.75 miles away, and can be reached via Archibald Ave. and Riverside Drive, within Colony High School (3859 East Riverside Drive). Both libraries will serve the project site. There will be a need for additional facilities over time. Currently, the City has not planned for a library within the Parkside Specific Plan area.

5.5.5 Public Transportation

Omnitrans currently provides fixed-route bus and "Access" services within the vicinity of the project site. ~~Omnitrans' Fixed Bus Route 70 currently operates along Riverside Drive, between Vineyard and Milliken Ave., and is approximately 1.5 miles north of the project site~~

~~via Archibald Ave.~~ The project site is also served by the "Access" demand-response service for qualified persons with disabilities. ~~The City has indicated that there is currently a study underway to determine the additional public transportation needs of the Ontario Ranch.~~

5.6 Public Utilities

Public utilities including telephone, gas, and electrical service will be available to the Specific Plan area and will be extended into the planned community as part of the development of the Parkside Specific Plan. All existing overhead utilities shall be undergrounded, including all on-site utilities and those within the public right-of-way along streets fronting the project site. All new utilities will be placed underground.

5.6.1 Telecommunications

Proposed Fiber Optics (conduits and fiber) will be placed underground within a duct and structure system to be installed by the Developer. The fiber optic conduits along the backbone streets shall be installed in a joint trench by each Developer as the last lane improvements are completed. In-tract fiber optic conduits shall be installed by the Developer in joint trenches with City Street Light conduits where possible. Maintenance of the installed system will be the responsibility of the City/ Special District. Development of the Project requires the installation by the Developer of all fiber optic conduits and pullboxes as well as payment of Development Impact Fees to cover the installation of the fiber optic cable.

5.6.2 Natural Gas

The Southern California Gas Company (SCG) provides natural gas service within the project site. Facilities within the area include an existing 8-inch line, reducing to 6 inches, along Archibald Ave., a 6-inch line and a 36-inch transmission line (located on the south side of Ontario Ranch Rd.) along Ontario Ranch Rd.

The Gas Company will provide natural gas to the project site. SCG indicates that gas service could be provided to the Parkside Specific Plan area, based upon conditions of gas supply, regulatory agencies and in accordance with Southern California Gas Company's policies and extension rules on file with the California Public Utilities Commission at the time contractual arrangements are made.

5.6.3 Electricity

Southern California Edison Company (SCE) currently provides electrical service in the area. All new lines installed within the Parkside Specific Plan area, less than 66 KV, shall be installed underground. Additionally, existing lines within the Specific Plan area, less than 34.5 KV, shall also be placed underground by the developer per OMC Chapter 5 (Underground Public Utility Districts).

5.7 Integrated Waste

For all residential development, refuse and recyclable materials shall be stored as provided in Ontario Development Code Section 6.01.010F.4. (Refuse Storage Areas). For all commercial development, refuse and recyclable materials shall be stored as provided in Ontario Development Code Section 6.01.015E.17. (Refuse Storage Areas (Trash Enclosures)).

Project sites shall be designed to meet all the Integrated Waste Department's requirements, including the requirements for Sizing of Storage, Location of Collection Area, Accessibility for Collection Vehicles, and Collection of Sorted/Diverted Waste Types.

5.8 Grading Concept

The existing ground of the Specific Plan area generally slopes to the southwest at approximately 0.8% to 2.0%. The grading concept for Parkside is to work with the existing topography to maintain natural grade and elevations wherever possible. The grading operation for the Specific Plan area will generally consist of the removal of organic material remaining from farming operations, clearing and grubbing, demolition of existing structures, and moving of surface soils to construct building pads and streets. Additionally, where slope conditions are present, the property line shall be located at the top of a slope. In areas adjacent to a ridgeline or in moderate slope areas, dwelling units and buildings should be sited to:

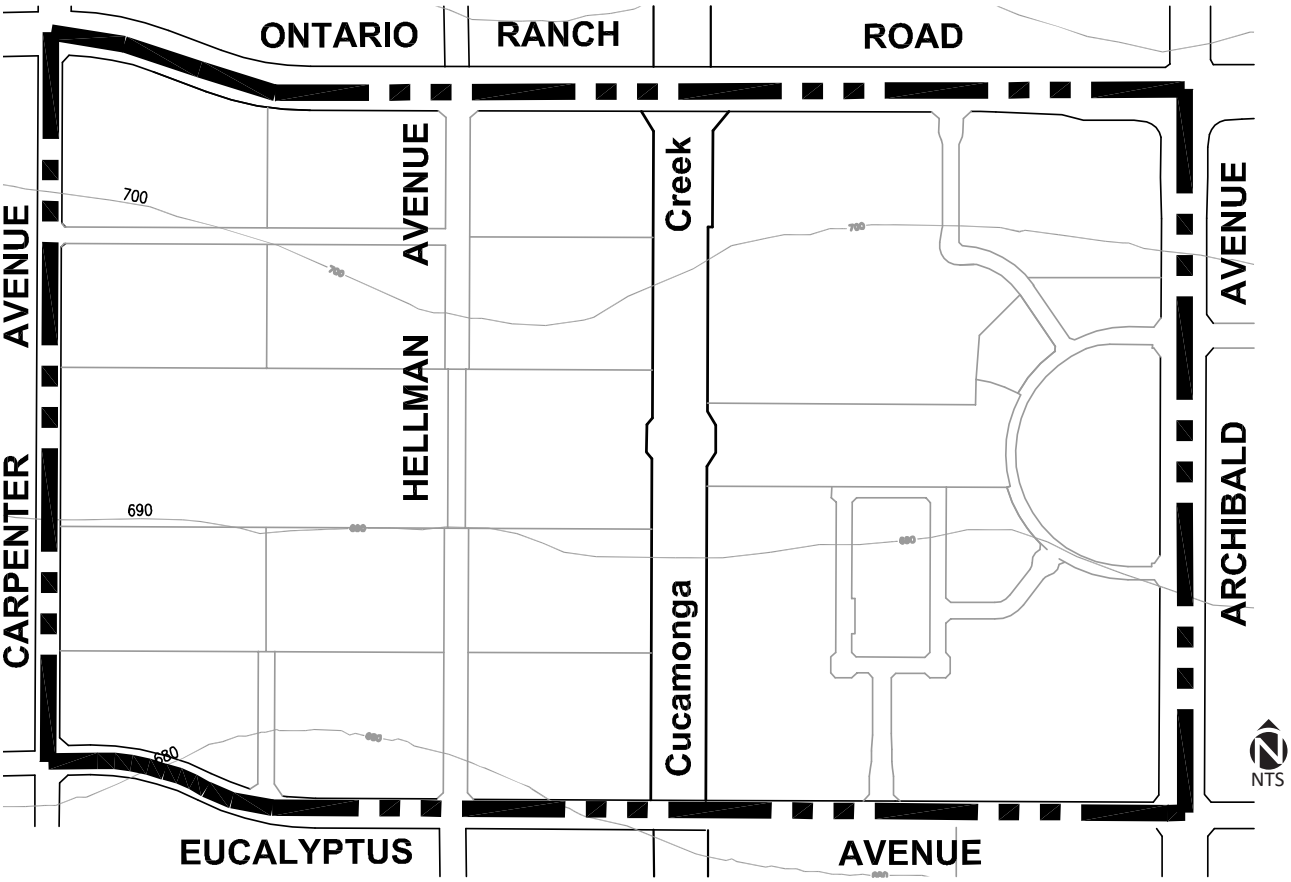
- Use the natural ridgeline as a backdrop for buildings;
- Use landscape plant materials as a backdrop; and
- Use buildings to maximize concealment of cut slope.

If retaining walls are required, the following criteria shall be used:

- Exposed retaining walls facing roadways shall be no greater than 3 feet in height, except as necessary for acoustical purposes to satisfy the intent of the noise ordinance; and
- Where retaining walls face roadways, they shall be built of decorative materials consistent with the wall theme of the neighborhood.

The conceptual grading plan for the residential portion of Parkside, as illustrated in Exhibit 5-14: Conceptual Grading Plan will attempt to balance of cut/fills for the site.

Grading plans for each tract in the Specific Plan area will be reviewed and approved by the by the City Building, Planning, and Engineering Departments prior to the issuance of grading permits. All grading plans and activities will conform to the City grading ordinance and dust and erosion control requirements.



Legend

Specific Plan Boundary

680 Existing Contours

Exhibit 5-14: Conceptual Grading Plan

5.9 Phasing

Development of the Specific Plan area will be phased to meet the following objectives:

- Orderly build-out of the Specific Plan area, based upon market and economic conditions;
- Provision for adequate infrastructure and public facilities as determined and deemed necessary by the City Engineer, and concurrent with development of each phase; and
- Protection of public health and welfare.

Development phasing of the project site will be determined by the landowner and/or developer based upon real estate market conditions. Phasing will occur as appropriate levels of infrastructure, community facilities, and open space dedications are provided, as per the Development Agreement. Phasing sequencing is subject to change over time to respond to these various factors and individual phases may overlap or develop concurrently. As the Specific Plan is Phased, the following minimum criteria shall be met for each Subdivision and Development of each Phase:

- For Domestic Water, all the Master Plan, Regional and Local Infrastructure identified in Section 5 and the Conceptual Domestic Water Plan for the Water Pressure Zone that the Phase is within shall be completed as part of the Phase's infrastructure requirements or as described in the Project's Development Agreement. Also, any domestic water infrastructure necessary to provide primary looping, secondary looping, and meet all hydraulic criteria and fire flow shall be completed as part of the Phase's infrastructure requirements or as described in the Project's Development Agreement.
- For Recycled Water, all the Master Plan, Regional and Local Infrastructure identified in Section 5 and the Conceptual Recycled Water Plan for the Recycled Water Pressure Zone that the Phase is within shall be completed as part of the Phase's infrastructure requirements or as described in the Project's Development Agreement. Also, any recycled water infrastructure necessary to provide primary looping, secondary looping, and meet all hydraulic criteria shall be completed as part of the Phase's infrastructure requirements or as described in the Project's Development Agreement.
- For Sewer, all the Master Plan, Regional and Local Infrastructure identified in Section 5 and the Conceptual Sewer Plan for the Master Plan Sewer Tributary Area that the Phase is within and upstream of shall be completed as part of the Phase's infrastructure requirements or as described in the Project's Development Agreement. Also, any sewer infrastructure necessary to meet all hydraulic criteria shall be completed as part of the Phase's infrastructure requirements or as described in the Project's Development Agreement.

Exhibit 5-14: Conceptual Phasing Plan illustrates Phases I-IV for the project. Phases I-IV are dependent on area-wide infrastructure and master plan improvements, as of 2022, some of the areas in Phase 1, including the Fire Station are underway or completed. ~~probably beginning in 2020-2021.~~

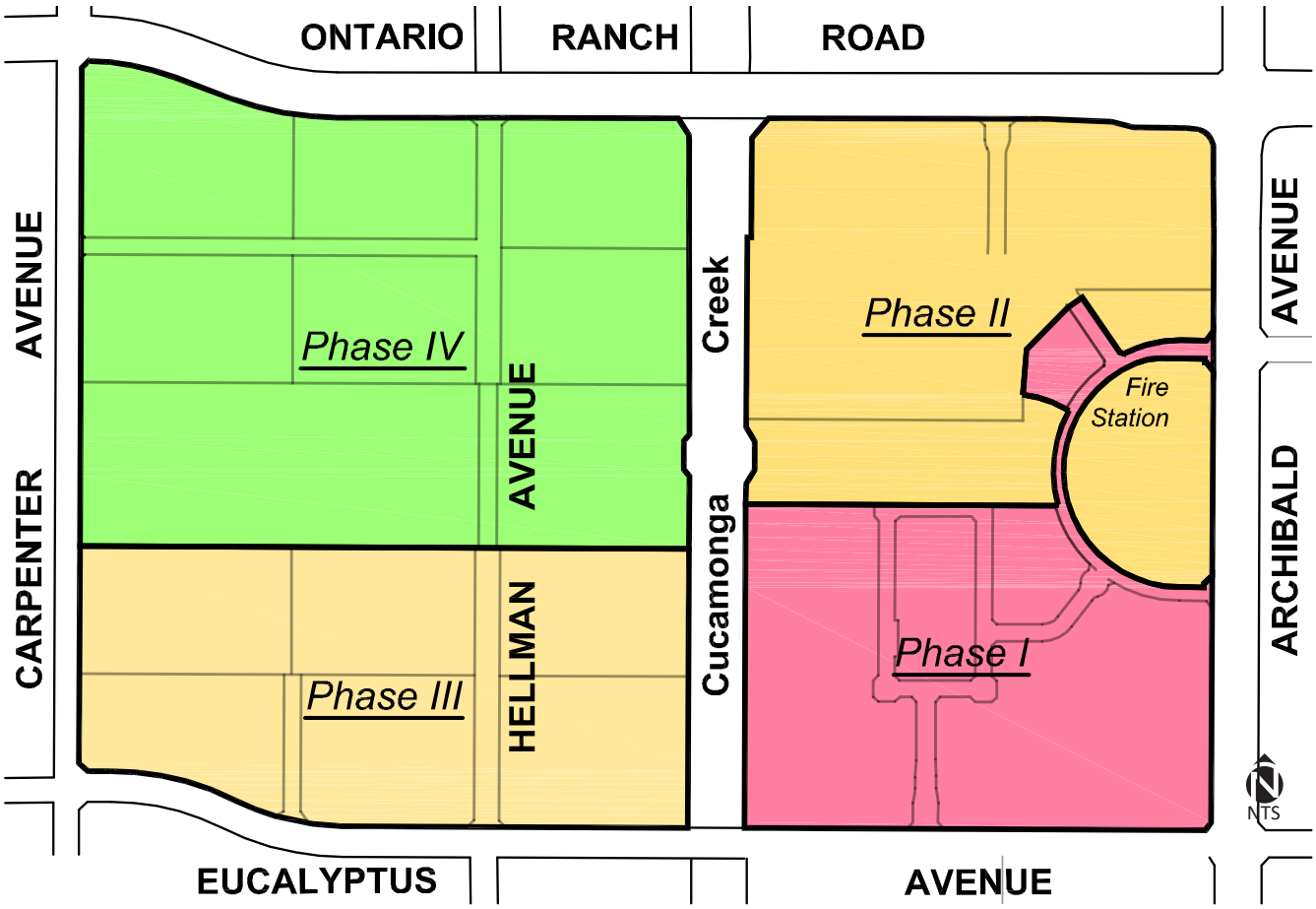


Exhibit 5-15: Conceptual Phasing Plan

Parkside

Backbone infrastructure to serve all areas of Parkside shall be installed by the developer(s) in accordance with the City's adopted Master Plan for the areas or any approved amendments to it. Infill service mains will be installed/constructed in phases as development proceeds and conditioned by the City Engineering Department to support individual phases of development, which may require installation of off-site infrastructure improvements beyond a given phase boundary.

Mass grading and installation of infrastructure to serve Parkside is anticipated to be completed in multiple phases. The determination of which phase will be constructed first, either Phase I or Phase II will be decided by the master developer and will be based on the availability of the sewer trunk main which will serve the phase. The retail center development will be constructed when there are a sufficient number of homes constructed to support the development. ~~It is anticipated that the fire station will be constructed before the first phase or at a subsequent phase determined by complying with the City requirement of a 5-minute emergency response time to the Parkside community.~~ The mass grading for each phase will include that portion of the Great Park included within the phase boundaries. The fire station (PA-20) was completed in early 2022. Refer to Exhibit 5-15: Conceptual Phasing Plan. .

Following completion of the mass grading and infrastructure installation for the phase, the merchant builders will construct models for the product types being sold and the recreation area and pocket parks planned within that phase. The timing for installation of infrastructure and utilities and the provision of public services for the residential development within Parkside will be determined as part of the City's approval of tentative maps or development plans. Facilities will be constructed and services available in a timely manner as development progresses.

"Model Homes" shall meet the requirements of Section 5.03.395B (Model Homes) of the Ontario Development Code.

Chapter 6: Development Regulations



Denver, Colorado: City Park, Indian Monument

6.0 Development Regulations

6.1 Introduction

The provisions contained herein will regulate design and development within the Parkside Specific Plan area. The regulations contained herein provide for the development of all land use categories with development regulations established for residential uses, commercial uses, public use (fire station), parks and recreational facilities, and landscaping.

6.2 Definition of Terms

The meaning and construction of words, phrases, titles, and terms shall be the same as provided in the Ontario Development Code unless otherwise specifically provided herein.

6.3 Applicability

The development regulations contained herein provide specific standards for land use development for the Parkside Specific Plan. Regulations address residential, commercial, public, and parks and recreation land uses. General landscaping regulations are also provided. Application of the following regulations is intended to encourage the most appropriate use of the land, ensure the highest quality of development, and protect the public health, safety, and general welfare. The adoption of this Specific Plan by ordinance supersedes otherwise applicable Ontario Development Code regulations unless stated herein to the contrary. Whenever the provisions and development standards contained herein conflict with those contained in the Ontario Development Code, the provisions of this Specific Plan shall take precedence.

Where the Specific Plan is silent, City codes shall apply. These regulations shall reinforce specific site planning, architectural design, and landscape design guidelines contained in Section 7, Residential Design Guidelines, and Section 8, Commercial Design Guidelines, of this Specific Plan.

6.4 Administration

The Specific Plan is adopted by ordinance and will serve as the implementation tool for the Policy Plan (General Plan) component of The Ontario Plan as well as the zoning district for the site. The Specific Plan Development Regulations address general provisions, permitted uses, and development standards for the Specific Plan area.

6.5 Methods and Interpretation

Development within the Specific Plan shall be implemented through the approval by the City of parcel maps, tract maps, and development permits. The administrative process described herein provides the mechanisms for review and approval of development projects within the project, consistent with the Specific Plan objectives.

6.6 General Site Development Criteria

The following general site development criteria shall apply to all land development proposed in the Specific Plan.

Gross Acres—Except as otherwise indicated, gross acres for all development areas are measured to the centerline of streets;

Grading—Development within the site shall utilize grading techniques as approved by the City. Grading concepts shall respond to the grading design included in this Specific Plan which guide the development of land use toward the goal of providing for a livable community with streets and entries designed for walking and resident interaction;

Structure Modification—Additions shall match the architectural style of the primary unit and shall be constructed of the same materials and colors as the primary unit;

Utilities— All new and existing public utility distribution lines of 66 kV or less shall be subsurface throughout the planned community;

Technology—All homes and businesses shall accommodate the most modern technology for internet access, phone, fax, and television. Broadband fiber optics cable will be installed on all peripheral streets per the approved Broadband Master Plan;

Density—The Specific Plan Land Use Plan allocates a total number of units to each residential neighborhood as indicated in the Table 4-1: Land Use Summary, included in Section 4, Land Use. Variations in the number and type of dwelling units within each residential neighborhood may occur at the time of final design of the neighborhood, depending upon the residential product identified for development. Water and Sewer Technical Studies shall be prepared for unit transfers that change the quantity and locations of sewer and water demands. If the net changes impact the overall projected water or sewer demands, or the sewer demands are transfered between different Master Plan Trunk Sewer Tributary Areas and Specific Plan Sewer Tributary Areas, then a Water or Sewer Master Plan Amendment may be required. Increases or decreases in allocation of residential units up to a maximum of 15 percent are permitted among the planning areas within the Specific Plan area, provided the total number of units established for the Specific Plan area is not exceeded;

Maximum Number of Dwelling Units—The maximum number of residential dwelling units permitted within the Specific Plan shall be ~~1,947~~ 2,851 dwelling units;

Measurement of Lot Widths—The measurement of the width of the lots on curvilinear streets shall be taken from the front and rear setback lines. The front setback lines shall be displayed by dotted lines or by plotting the footprint of the dwelling unit; and

Encroachments—Buildings or parts of buildings, in particular roof overhangs, shall not encroach into the 3-foot building setback from the property line.

6.7 Implementation

Development proposals within the Specific Plan area shall be subject to the implementation procedures established herein. The provisions and development standards contained herein supersede those contained in the Ontario Development Code. However, where the development standards are silent, the Ontario Development Code shall apply;

Severability—If any portion of these regulations is declared to be invalid or ineffective in whole or in part, such decision shall not affect the validity of the remaining portions thereof. The legislative body hereby declares that they would have enacted these regulations and each portion thereof irrespective of the fact that any one or more portions be declared invalid or ineffective;

Ambiguity—Unless otherwise provided, any ambiguity concerning the content or application of the Specific Plan shall be resolved by the Planning Director, in a manner consistent with the goals, policies, purpose and intent established in this Specific Plan; and

Deviation—Any major deviation from the design guidelines within the Specific Plan shall require a Specific Plan Amendment. The Planning Director shall determine whether a proposed change constitutes a major deviation.

6.8 Development Permit

All development projects within the Specific Plan shall be subject to the Development Plan Review Process as established in on Table 2.02-1 Review Matrix of the Ontario Development Code. Adoption of the Specific Plan by the City includes adoption of the design guidelines contained within this Specific Plan. Where the Specific Plan design guidelines are silent, the design guidelines contained within the Ontario Development Code shall apply. The design guidelines are intended to be flexible in nature while establishing basic evaluation criteria for the review by the City of developer projects during design review.

Pursuant to these provisions, the Development Permit process constitutes a design review of project architecture, site plans, and landscape plans. All development project applications shall include a landscape and irrigation plan describing plant materials and their growth habits, plant size and spacing, methods of irrigation and landscaping maintenance, site plans, architectural elevations, floor plans, grading plans and other requirements as specified by the City. Development permits will be approved with conditions of approval.

6.9 Subdivision Maps

Approval of the Tentative Tract Map(s) and Parcel Maps will create legal lots for development. All Tentative Tract Maps and Lot Maps will be reviewed and approved pursuant to applicable provisions of Division 6.08 (Subdivisions) of the Ontario Development Code and consistent with the applicable provisions contained within this Specific Plan.

6.10 Specific Plan Modifications and Amendments

6.10.1 Minor Modifications

The following constitute minor modifications to the Specific Plan, not requiring a Specific Plan Amendment, and are subject to review and approval by the Zoning Administrator. The Zoning Administrator shall have the discretion to refer any such request for modification to the Planning Commission or the City Council.

- Change in utility and/or public service provider;
- An increase or decrease of more than 15 percent to the number of units within an individual neighborhood, provided the total number of units for the entire Specific Plan areas does not exceed that established in the approved Specific Plan;
- Adjustment of a phase boundary, provided the total acreage of the affected area does not increase or decrease by more than 20% of the total acreage stated in the approved Specific Plan;

- Minor changes to the design guidelines, which are intended to be conceptual in nature only, and are intended to be flexible in implementation; and
- Other modifications of a similar nature to those listed above, which are deemed minor by the Planning Director, which are in keeping with the purpose and intent of the approved Specific Plan and which are in conformance with the General Plan.

6.10.2 Specific Plan Amendments

Amendments to the Specific Plan may be requested by the applicant or by the City at any time pursuant to Section 65433(a) of the Government Code. Amendments shall be processed pursuant to the provisions of the Government Code for Specific Plan Amendments. In the event the proposed amendment requires supplemental environmental analysis pursuant to the California Environmental Quality Act (CEQA), the applicant(s) will be responsible for preparing the necessary CEQA documentation.

6.11 Appeals

Appeals from any determination of the Zoning Administrator shall be made to the Planning Commission. The applicant(s) or any other entity shall have the right to appeal the decision of the Planning Commission on any determination. Appeals shall be submitted by filing an application on forms provided by the City within 10 days following the final date of action for which an appeal is made. Appeals shall be processed consistent with the provisions of Division 2.04—Appeals of the Ontario Development Code.

6.12 Project Financing

Construction and maintenance of public improvements and facilities to serve the Specific Plan will be financed through a combination of financing mechanisms including the use of public and private funds. In order for the project to be fiscally self-sufficient the following options can be considered for implementation:

Maintenance

A lighting and landscape district can be implemented in order to defray the costs associated with street maintenance and street light costs.

Facilities and Services

A variety of other financing options can be considered by the City for financing facilities and services to be provided within the Specific Plan area to include:

- Establishment of a Mello-Roos Community Facilities District, which enables governmental entities to finance public infrastructure on a tax-exempt basis;
- Special assessment districts;
- Benefit assessment financing for improvements such as storm drains and street lighting; and
- Integrated financing districts such as landowner assessments that are contingent upon development.

City Council approval is required for the establishment of all special district financing mechanisms. Establishment of a district would enable the City to levy a special tax and to issue bonds for the financing of improvements and/

or services. Among the facilities that potentially could be financed are flood control, drainage, utilities, street improvements and other infrastructure, and related facilities. The district provisions for those services would cover all phases, including planning, design, acquisition, construction, operations, and maintenance. These assessments would only affect the subject portions of this Specific Plan, and the debt service incurred by these assessments would be paid by landowners or homeowners within the Specific Plan area.

6.13 Maintenance Responsibilities

The public and private improvements constructed within the Specific Plan area will be maintained through a combination of public and private entities as described below and in Table 3: Maintenance Responsibilities.

During the course of maintenance of public utilities (including storm drain) within private and public streets, the City will pave the streets and restore landscaping per City standards. Restoration of any enhancements above and beyond City standards, including but not limited to architectural, hardscaping, and landscaping enhancements shall be the responsibility of the HOA or other entity maintaining those enhancements. This applies to all areas where public utilities are located including but not limited to public and private streets, gated communities, alleys, etc.

6.13.1 Public Maintenance

Water, recycled water, and sewer utilities may be designated as "public utilities" if located within public or private streets. All public utilities within private streets shall be designed and constructed per City standards and contained within acceptable easements. The CC&RS shall contain language that requires all proposed work by the HOA within said easements to be plan checked and inspected by the City, including applicable fees. Generally, utilities will not be accepted as public within alleys, parking areas or driveways. Utilities within commercial and industrial parking lots and loading areas shall be designated as private. The extent to which said utilities would be accepted as public utilities shall be determined, at the full discretion of the City, during final design plan review. Refer to Table 6-1: Maintenance Responsibilities.

6.13.2 Homeowner Association

Refer to Table 6-1: Maintenance Responsibilities.

Table 6-1: Maintenance Responsibilities

	City CFD	Private Homeowners Association (HOA)	Private (Homeowner/ Property Owners)	Utility Entity
Master Plan Roadways • (Archibald Avenue, Eucalyptus Avenue, Ontario Ranch Road, Hellman Avenue, Carpenter Avenue) • Parkways and Neighborhood Edges (curb to perimeter walls including landscape, sidewalks, trees) • Community Theme Wall and Entry Monuments (outside face for graffiti removal and paint)	X			
Monument Signs (within Neighborhood edges)		X		
Traffic Signals/Street Lights	X			
Traffic Control Signs (Public)	X			
Public Roadways	X			
NPDES Facilities on Arterial Streets (Off-site)	X			
Entry Streets (curb to perimeter walls including landscape, sidewalks, trees)	X			
Interior Project Streets (curb to curb Primary Entry Street, Secondary Entry Streets, Local Streets)	X			
Regional Park	X			
Community Trail (Cucamonga Creek Channel Trail)	X			
Off-site and In-tract water, sewer, and storm drain improvements (only those facilities in public roads and those in private streets within public utilities easements that meet public improvement design criteria)	X			
Police	X			
Fire	X			
On-site water, sewer, and storm drain improvements (improvements that are: private, laterals, and lines behind meters and/or DCDAs, improvements serving only one lot/ parcel, not within public or private roads, not within public utility easements, or not meeting public improvement design criteria)		X	X	
Private Streets in Gated Multi-Family and SFD Complexes		X		
Parkways of Interior Project Streets (landscaping, sidewalks, trees and includes restoration work following public street repairs)		X		
Interior Tract Graffiti Removal		X		
Private Recreation Areas		X		

	City CFD	Private Homeowners Association (HOA)	Private (Homeowner/ Property Owners)	Utility Entity
Monument Signs within tract entry		X		
Traffic Control Signs (Private)		X		
Lanes (Private Alleys)		X		
Pocket Parks		X		
Paseos		X		
Landscaped Common Areas		X		
Community Theme Wall and Entry Monuments on Master Planned Roadways: Surface (interior) opposite street side (structural integrity and face repairs)		X		
Lane (Private Alley) Landscaping and Lighting		X		
Interim Detention Basin		X		
NPDES Facilities (On-site) in Public Right-of-Way		X		
Front Yard/Corner Street Side Landscaping Areas			X	
Private Interior Yard Walls			X	
Private Exclusive Use Landscaped Areas			X	
Driveways and Parking Areas Serving Commercial			X	
Communication Systems	X			X
Electricity				X
Natural Gas				X

6.14 Residential Development Standards

6.14.1 Residential Detached

General

This category includes the development of all single-family detached dwelling units. The purpose of the residential standards for single-family detached housing is to establish the minimum criteria for the development of these product types in cluster configurations within the neighborhoods specified within the Specific Plan. Additional residential design guidelines can be found in Chapter 7.0: Design Guidelines.

Permitted Uses

- Single-family detached dwellings, and their accessory uses;
- Public or private parks, recreational buildings, newsstands, coffee concessions and sales of grocery items, greenbelts, or open space;
- Accessory uses to include the following:
  - Garages (minimum 2-car);
  - ~~Second~~ Accessory Dwellings, in accordance with the Ontario Development Code;
  - Home occupations;
  - Swimming pools, spas, sports courts, and other similar outdoor recreational amenities;
  - Patios and patio covers;
  - Storage, garden structures, cabanas, and greenhouses.
  - Monument signage;
  - Temporary uses such as model home and subdivision sales trailers; temporary construction parking, offices, and facilities; real estate signs, signage indicating future development, marketing signage, and directional signage;
  - Second story additions to existing single story dwelling units; and
  - Child care facilities up to 7 children.

Conditionally Permitted Uses

- Places of worship; and
- Child care facilities/day care facilities (8-14 children).

Determination of Use

Uses not specifically listed may be deemed permitted subject to a "Determination of Use" as provided for in Section 1.02.010 of the Ontario Development Code.

~~Parking Reduction Allowance~~

~~A reduction of garage parking sizes may be permitted by allowing for a reduction in length or width but not both. Deviations shall be limited to the percentage that is needed to support the development plan and for apartment use only with an approved parking management plan.~~

6.14.2 Residential Attached

General

The category includes the development of all multi-family attached dwelling units. The purpose of the residential standards for multi-family attached housing is to establish the minimum criteria for the development of these product types in street facing and cluster configurations within the neighborhoods specified within the Specific Plan.

Permitted Uses

- Multi-family attached dwellings, and their accessory uses;
- Public or private parks, recreational buildings, coffee concessions, greenbelts, or open space; and
- Accessory uses to include the following:
  - Garages;
  - Senior apartments, townhomes, and/or condominiums;
  - Home occupations;
  - Swimming pools, spas, sports courts, and other similar outdoor recreational amenities;
  - Patios and patio covers;
  - Storage, garden structures, cabanas, and greenhouses;
  - Monument signage;
  - Temporary uses such as model home and subdivision sales trailers; temporary construction parking, offices, and facilities; real estate signs, signage indicating future development, marketing signage, and directional signage;
  - Second story additions to existing single story dwelling units;
  - Child care facilities up to 7 children; and
  - Accessory Dwelling Units (in accordance with the Ontario Development Code).

Conditionally Permitted Uses

- Religious Assembly; and
- Child care facilities/day care facilities (8-14 children).

Determination of Use

Uses not specifically listed may be deemed permitted subject to a "Determination of Use" as provided for in Section 1.02.010 of the Ontario Development Code.

Parking Reduction Allowance

~~A reduction of garage parking sizes may be permitted by allowing for a reduction in length or width but not both. Deviations shall be limited to the percentage that is needed to support the development plan and for apartment use only with an approved parking management plan.~~

Multi- family rental developments within a master plan area that utilize garage spaces to completely fulfill their covered parking requirement may deviate from standard garage dimensions (interior clear area) by a maximum of 2 feet in width or 1 foot in length, with an approved parking management plan. Up to 33% of the total garages for the project may receive the reduction.

Driveway Length Reduction Allowance

Driveway length standard is 5 feet or less or 18 feet or more to discourage uncovered parking spaces that are not designed to accommodate vehicular parking. Multi- family rental developments within a master plan

area that utilize garage spaces to completely fulfill their covered parking requirement may deviate from standard driveway lengths for no more than 10% of the project's driveways.

~~(For Apartment Use Only)~~

- ~~Up to 10% of the driveways may be non-standard. Non-standard pertains to lengths between 5 feet and 12.5 feet.~~
- ~~Up to 33% o f the garages may be a non-standard sized. Multi-family rental developments within a master plan area that utilize garage spaces to completely fulfill their covered parking requirement may deviate from standard garage dimensions by a maximum of 1 foot in width and 2 feet in length per stall. All other requirements found in this Specific Plan and the Ontario Code shall apply.~~

6.15 Neighborhood Center Commercial Land Use Development Standards

General

This section sets forth the development regulations for development of commercial land uses within the Specific Plan.

Permitted Uses

- Bakery (Retail);
- Barber Shop and Beauty/Nail Salon;
- Book Stores;
- Camera and Photographic Supply Stores;
- Clothing and Accessory Stores;
- Convenience Market;
- Daycare Facilities (Single-Family), 8 or less children;
- Delicatessen;
- Dry Cleaner;
- Electronics and Appliance Stores;
- Florist;
- Jewelry and Watches/Clocks;
- Laundry – Self-Service;
- Locksmith/Key Shop;
- Police Storefront/Sub-Station;
- Satellite dishes/Ham Radio Antennas (private use);
- Shoe Repair;
- Specialty Food Stores;
- Tailor; and
- Travel Agency

Conditionally Permitted Uses

- Alcoholic Beverage Sales;
- Commercial Day Care Facility (including Adult Day Care);
- Banks, Credit Unions and Other Depository Institutions;
- Church;
- Money Transmitting;
- Other Financial Services;
- Police/Fire Station;
- Recreation Center; and
- Senior Citizen Center

Table 6-2: Neighborhood Commercial Development Standards

Minimum Site Area	7 acres, unless developed as part of an integrated commercial center. Minimum lot size shall be large enough to accommodate the proposed use and meet all Development Standards as specified within the Specific Plan.
Maximum Development Floor Area Ratio (FAR)	.35
Minimum Building Setbacks [(1)(2)]	
• From Public Street Property Lines	20 ft.
• From Private and Local Street Property Lines	15 ft.
• From Interior Property Lines	0 ft.
• From Interior Property Line Adjacent to Residential District	25 ft.
• From Ontario Ranch Rd. Right-of-Way	35 ft.
• From Archibald Ave. Right-of-Way	19 ft.
Parking & Drive Aisle Setbacks[(1)]	
• From Public Arterial Streets (R/W)	25 ft.
• From Private and Local Streets & Drive Aisles to Bldgs. (R/W)	10 ft.
• From Interior Property Line	5 ft.
• From Rear Property Line	5 ft.
• From Interior Property Line Adjacent to Residential District	5 ft.
• From Ontario Ranch Rd. Right-of-Way	35 ft.
• From Archibald Ave. Right-of-Way	19 ft.
Minimum Landscape Coverage	15%
Maximum Building Height	
• Main Building	35 ft.
Architectural Projections and Focal Elements such as Towers, Cupolas, and other[(3)]	55 ft.
Porte-Cocheres [(4)]	1-story
Other Development Regulations	
• Walls, Fences & Hedges	When a non-residential use adjoins a residential district, a 6-foot high masonry wall shall be required at the interior side or rear property lines.
• Parking	Per Division 6.03 (Off-Street Parking and Loading), Ontario Development Code
• Screening	All loading areas shall be screened from adjacent public streets and residential and open space uses through the use of landscaping, earthen berms, decorative walls, or fencing. All storage, including cartons, containers, materials or trash shall be shielded from view within a building or area enclosed by a solid fence or wall not less than 6' in height.
	All roof-mounted equipment, including but not limited to, mechanical equipment, satellite dishes, tanks, ducts, towers, and all equipment appurtenant thereto, shall be screened on all sides from public view from the street adjoining properties, and neighboring residential units, by a parapet wall, decorative enclosure, or other architectural element. Equipment screening shall appear as an integral part of the structure architecture.
• Lighting	All interior and exterior lighting shall be directed away from residential and open space uses.

(1) All setbacks areas shall be landscaped.

(2) All setbacks are measured to habitable area, not architectural appurtenance or projection. An architectural projection is defined as an element that articulates the building elevation such as eaves, window and door pop-out surrounds, bay windows, pot shelves, chimneys, enhanced window sills, shutter detail, window trim, and balconies, and other similar elements. Such elements may project a max. of 3' into setback areas. Building setbacks shall be determined by the hierarchy of streets (major arterial and local streets) and measured from PL for local streets and RW for major arterials.

(3) Architectural elements are not to be used for signage, subject to Planning Director approval. Within commercial areas, towers and vertical projections are limited in size to 10% of the total building square footage.

(4) Porte-Cocheres shall be open on three sides.

Determination of Use

Uses not specifically listed may be deemed permitted subject to a "Determination of Use" as provided for in Section 1.02.010 of the Ontario Development Code.

Design Guidelines

Prior to the approval of the first site development permit and/or lot map within the Community Commercial land use area, a detailed set of design guidelines for the area shall be submitted by the developer and approved by the City.

6.16 Public Use (Fire Station) Development Standards

General

This section sets forth the development regulations for development of the Fire Station land use in the Specific Plan.

Permitted and Conditionally Permitted Uses

Permitted uses are as defined in Table 5.02-1: Land Use Matrix under the CIV (Civic) Zoning District of the Ontario Development Code.

Determination of Use

Uses not specifically listed may be deemed permitted subject to a "Determination of Use" as provided for in Section 1.02.010 of the Ontario Development Code.

6.17 Landscape Standards

6.17.1 General Provisions

- All landscape plans, streetscape plans, and graphic designs which create neighborhood identity or enhance entry monuments shall conform to the design guidelines and regulations as set forth herein and shall be subject to review and approval by the City;
- The landscape/streetscape improvements for the Specific Plan area shall establish a landscape theme reminiscent of the regional landscape character of the surrounding area;
- Installation of landscaping within the front yards of single-family detached housing products will be provided by the home builder. Front yard landscaping shall be installed prior to Certificate of Occupancy;
- Installation of landscaping in residential areas of Parkside may be provided by the home builder, based on future landscape plans submitted to the City during site plan review;
- Installation of landscaping within the commercial area of the Specific Plan will be provided by the developer/builder; and
- All loading areas shall be screened from adjacent public streets, and residential and open space use through the use of landscaping, earthen berms, and/or decorative walls or fencing. All storage including cartons, containers, materials, or trash shall be shielded from view within a building or area enclosed by a solid fence or wall not less than 6 feet in height.

6.17.2 Landscape Standards

- Landscaping within the Specific Plan shall be provided in accordance with the Design Guidelines for Streetscapes and Entries utilizing plant materials specified on the Plant Palette included in Section 7, Residential Design Guidelines, and
- Section 8, Commercial Design Guidelines, established for the Specific Plan.
- Boundary landscaping will be required adjacent to residential, commercial, park, and public (fire station) areas. Landscaping shall generally be placed along the entire property line; and
- Landscaping and irrigation systems within the public rights-of-way of the Specific Plan area shall be installed by the developer.

6.17.3 Walls and Fences

- Freestanding perimeter walls and view fencing shall be provided within and at the perimeter of the project as specified in the Exhibit 40 Wall and Fence Master Plan, Section 7, Residential Design Guidelines. Such walls and fences will be constructed concurrently with the construction of improvements required for development of the neighborhoods of the Specific Plan;
- Walls and Fencing—Perimeter walls shall be constructed in locations and of a design consistent with the Residential Design Guidelines and the Fence and Walls Plan, Exhibit 7-26, and Fence and Wall Details, Exhibits 7-27 through 7-30, provided in Section 7, Residential Design Guidelines, and shall not exceed 6 feet in height from finished grade. Perimeter walls may exceed 6 feet in height if required for sound attenuation. Perimeter walls shall be constructed of either decorative masonry (both sides) or other permanent, durable, low maintenance material subject to approval by the City;
- Residential—Side and rear yard walls and fencing shall not exceed 6 feet in height from the highest adjacent finished grade. Walls and fencing within the residential front yard setback area shall not exceed 3 feet in height. Walls shall be decorative masonry construction (both sides) or other permanent low maintenance materials. Front yard fences may be constructed of attractive, durable materials, including, but not limited to, wrought iron with pilasters, textured concrete block, formed concrete with reveals, or other materials approved by the Planning Director. View fencing may be of a decorative wrought iron, glass panels, or other durable material subject to approval by the City;
- All perimeter wall and fence materials throughout the Specific Plan area will be of uniform manufacture with colors specified for the overall design theme;
- All interior walls (both sides) that are visible from the public street shall be constructed of attractive, durable materials, including, but not limited to, wrought iron with pilasters, textured concrete block, formed concrete with reveals, or other materials approved by the Planning Director. Colors shall be consistent with the colors specified for the overall design theme and shall be decoratively capped. Decorative all-weather vinyl fencing may be permitted for compact small lot product, subject to Planning Department review and approval;

- The developer will provide site inspection of all construction and installation of open space areas in accordance with City requirements;
- Parking lot landscaping within commercial areas shall be required in accordance with Division 6.05 (Landscaping) of the Ontario Development Code;
- Non-toxic and non-invasive vegetation shall be utilized adjacent to all public open space areas; and
- All landscaping features shall comply with City requirements for sight distance.

6.18 Signage

A Master Sign Program shall be submitted by the developer(s) of each land use component for the Specific Plan and approved by the City pursuant to Division 8.0 (Sign Regulations) of the Ontario Development Code to address residential project entries, residential neighborhood identification signs, commercial center identification, tenant signage, and "way-finding" signs within the Specific Plan area. All other signs shall be subject to the approval of a sign permit pursuant to the Ontario Development Code. All traffic-related signs shall conform to City Traffic and Transportation Design Guidelines and California Manual of Uniform Traffic Control Devices (MUTCD), latest editions.

6.18.1 Master Sign Program Contents

All sign programs shall address, at a minimum, the following:

- Permitted signs;
- Prohibited signs;
- The hierarchy of signage;
- Definition of types of signs;
- Locations and dimensions for monument signs, neighborhood identification signs, and public facilities signs;
- Locations and dimensions of directional signage;
- Provisions for size, location, and duration of display of temporary signs;
- Permitted sign types, styles, construction materials, colors, and lettering styles;
- Requirements for a sign permit application;
- Procedures for obtaining approval of a sign permit; and
- Procedures for amendments to the sign program.

6.19 Private Recreational Facilities

This category includes the development of all private recreation facilities and is subject to the Development Permit process contained herein.

As consistent with Sections 5.7 and 7.5.2, all project sites shall be designed to meet all the Integrated Waste Department's requirements, including the requirements for Sizing of Storage, Location of Collection Area, Accessibility for Collection Vehicles, and Collection of Sorted/Diverted Waste Types.

Chapter 7: Residential Design Guidelines



New York City, New York: Central Park

7.0 Residential Design Guidelines

7.1 Introduction

The historical character of the Ontario area is partly traditional and agricultural, but being on the path of the advancing railroad, the later automobile Route 66 and eventually Ontario International Airport, Ontario has also typically been associated with transit and forward-moving progress.

The proposed community design integrates the traditional character of the past with a plan which provides a variety in housing choices that serve the needs and lifestyles of today.

Parkside has been designed as a planned community "in the park." The Great Park is the key organizational element for the entire community. With a focus on promoting a pedestrian friendly, healthy lifestyle, the Great Park area is within less than a ¼ mile walk from all neighborhoods in the community.

Community Overview

Community design elements include:

- The Great Park;
- Neighborhood Commercial;
- A wide variety of home sizes and plans to fulfill the needs of different life stages, in gated and non-gated neighborhoods;
- Tree-lined neighborhood streets with curb-separated sidewalks and generous plantings in parks and open spaces;
- Private recreational facilities;
- A network of sidewalks and multi-purpose trails that link all neighborhoods to parks, open spaces, schools and nearby retail; and
- Nearby connections to local, regional, and global transit.

The community character is inspired by:

- The charm and tradition of Ontario's historic downtown neighborhoods and an eclectic mix of architectural styles;
- The simple, yet stately landscape along Euclid Ave. and the region's agricultural heritage; and
- Environments that encourage wellness by providing opportunities for pedestrians and outdoor physical activity.

Community entries along Archibald Ave., Ontario Ranch Rd., Eucalyptus Ave., and Carpenter Ave. will be announced with community character monuments and entry statements. Signage, lighting and monuments will reflect an identifiable community character.

7.1.1 Guiding Principles

The following guiding principles have been created to develop architecture that reflects quality in design, simplicity in form and plan, and contributes charm and appeal to the single-family and multi-family neighborhoods of Parkside.

- The home, not the garage, is the primary focus of the front elevation. A variety of garage placements is encouraged to emphasize the pedestrian environment as opposed to the automobile;

- A variety of compatible architectural styles are provided to ensure a degree of individuality throughout;
- Appropriate massing and roof forms play a major role in defining architecture styles, roof framing related to each plan vs. individual elevations;
- Architectural elements, details, and appropriate color palettes are used to reinforce individual architectural styles;
- Rear elevations visible to the public viewshed should provide articulated walls, windows, and varied roof profiles, all defining a level of quality in detail and interest in neighborhood architecture; and
- Selected architectural styles are related to those historically represented in Ontario. These are: Farmhouse, Cottage, American Colonial, American Traditional, Craftsman, Andalusian, Spanish Colonial, Tuscan, and Provence. Modern interpretation of traditional styles, such as Adaptive American Traditional, Adaptive Farmhouse, Adaptive Mediterranean and Contemporary are permitted.

7.2 Architectural Styles

7.2.1 Introduction

The style information on the following pages provides the builder and design consultants with the tools to create functional and attractive architectural designs without using gimmicks or sacrificing the integrity of the style.

Authenticity

The design criteria encourage a high quality of architecture and reasonable level of authenticity of styles through the use of appropriate elements. Although detail elements may be used to further convey the character of a style, the overall massing and appropriate roof forms should be used to establish a recognizable style. Proper scale and proportion of architectural elements and appropriate choice of details are all factors in achieving authenticity.

7.2.2 Architectural Philosophy

Looking back to Ontario's older, established neighborhoods for inspiration, the design intent is to re-capture the charm and essence of these original home styles and express them in the simple, honest manner that they originated. These homes reflected function and tradition, simplicity in massing, plan and roof forms, and authentic, regional styles. Additional more progressive styles that also reflect this charm are also allowed in Parkside. Neighborhood parks, sidewalks, parkways, and street trees will add to the traditional feeling in these neighborhoods.

Design Character

The design character will be one of hometown appeal characterized by simple, yet charming homes, curb separated sidewalks, and parkways lined with street trees. Homes and streetscenes will reflect an overall feeling of quality and tradition. The architectural palette of styles has a regional historic background but includes more modern styles to reflect with the character of Ontario.

7.2.3 Architectural Styles

Architectural Style/Plan Mix - Planning Areas 5-18

An important goal in this community is to develop small, varied, and interesting streetscenes. Typically, the neighborhoods will consist of 80-100 dwelling units. In order to achieve dynamic streetscenes the following architectural style and plan requirements must be met according to the number of homes in a neighborhood:

All single-family detached neighborhoods shall provide:

- A minimum of 4 plans and 3 elevations for neighborhoods of more than 100 homes;
- A minimum of 3 plans and 3 elevations for neighborhoods of 100 homes or less; and
- A minimum of 4 different color schemes per number of architectural styles used.
- ~~Exception: PA-17 and PA-18. PA-17 and PA-18 are permitted to have one color scheme and one architectural theme.~~

For attached home criteria, refer to Section 7.5.

Planning Areas 1-4 (Integrated Neighborhood)

PA 1-4 is envisioned to provide home types that are more attainable then the traditional larger lot homes. Simple yet sophisticated building forms mixed with smaller square footage that efficiently and effectively utilize less room will help to accomplish this goal. These features help in providing elegant yet cost effective dwellings for a greater market base. PA 1-4 is proposed to be an Integrated Neighborhood that shall provide a minimum of 3 product types.

PA 1-4 Integrated Neighborhood shall provide:

- A minimum of 3 plans and 3 elevations for the Neighborhood; and
- A minimum of 4 different color schemes per number of architectural styles used.

Cluster Homes Style/Plan Mix - Planning Areas 5-18

Cluster Homes plotting generally results in the same 1 or 2 plans being repeated along the street front. To support varied neighborhood streetscenes, each Cluster Home neighborhood shall provide:

- A minimum of 3 significantly different styles per plan. Although the styles shall be significantly different, they shall be coordinated to provide a harmonious and cohesive neighborhood preferably from a family of related architectural styles; and
- A minimum of 4 different color schemes per number of plans.

Number of plans and elevations shall not be regulated for interior units; the above standards shall apply to any unit plotted along (facing or siding on to) a street more than one time.

Architectural Styles

Every neighborhood will be comprised of a variety of architectural styles selected from the following palette of styles. There is a Menu of Common Features listed with each style that should act as a guide for design. Every feature does not have to be included in the architecture, but the features listed are characteristic to each style and may be used as appropriate to create authentic and identifiable elevations. Additional styles may be proposed; however, they must follow the same principals and attention to detail as the specific styles here. These additional styles may be added with the review and approval of the Design Advisory Board.

American Heritage Style Series

This series represents traditional American styles found throughout the country. The architectural form and design elements of these styles descend from the first homes built in the New England colonies in the 17th century. This traditionally influenced American Heritage series became part of the early California vernacular as the new state experienced an influx of money and population from the East Coast during the gold rush era of the mid-19th-century. Styles within this series include the following:

- American Colonial
- American Traditional
- Farmhouse

California Heritage Style Series

California Heritage styles re-interpreted architectural lifestyle choices with the addition of Western materials and innovation while retaining the decorative detailing of exposed wood work, wrought iron hardware, and moldings. Craftsman style homes may use specialized wood working and siding materials to create beautifully simple homes suited to the desirable California landscape. Representing one of California's true vernacular styles, the adobe ranch style evolved using native materials and considerations of climate and lifestyle. Styles within this series include the following:

- Craftsman

Mediterranean Heritage Style Series

The Mediterranean heritage style series include transplanted styles developed in a climate zone similar to the climate found in California. The Mediterranean styles are not strictly European, but rather American stylization of European landmarks and residences that were popular in the late nineteenth century. Primarily stemming from Italian, French and Spanish influences, these styles are principally based on simpler and informal residential living styles of country settlements or old world villages. Their appeal is in their informal, rustic character expressed in warm colors, textures and materials. Although residential adaptations were less formal, sometimes traditional classical elements are included. Styles within this series include the following:

- Andalusian
- Provence
- Spanish Colonial
- Tuscan

Revival Style Series

Southern California residential neighborhoods of the 1920s and 1930s captured this aesthetic particularly well, translating a vital mix of people and ideas into an architecture of variety and comfort. These communities can be said to have no inherent style, but instead are interpreted through a number of disciplines to form residences both singular and appropriate to the area. This method of architectural expression can be loosely referred to as "revival," yet is perhaps more aptly described by its atmosphere, which is relaxed and casual. As a result, these areas manage to retain the romance of their stylistic roots yet remain relatively free of their basic cultural idioms. It is no coincidence then that we can find in these neighborhoods a true evocation of the Southern California aesthetic; one which represents creativity, diversity, imagination, and openness. Styles within this series include the following:

- Cottage

Millennium Style Series

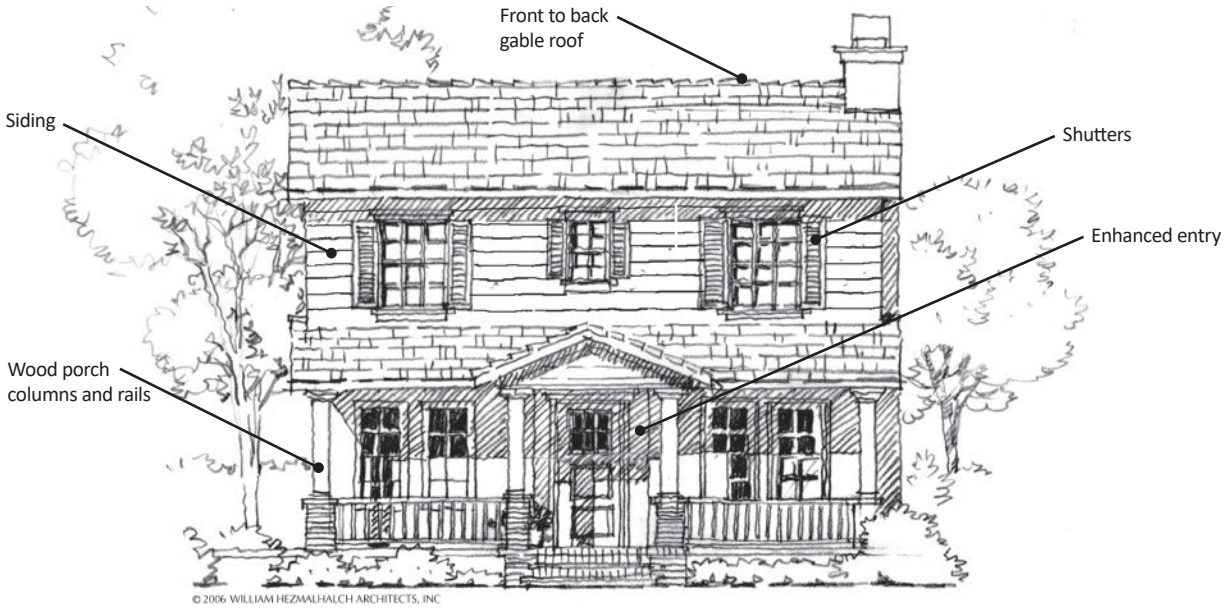
The Millennium Collection represents subtle differences in the architectural vocabulary using creative interpretation of traditional styles utilizing exaggerated statements and details to express an iconic style in a new vocabulary. Elevations can be abstracted architectural expressions of a recognizable style. These elevations are encouraged to push the artistic envelope of design to incorporate new, modern or alternative forms, details and materials in the modern context of architecture. Styles within this series include the following:

- Adaptive American Traditional
- Adaptive Farmhouse
- Adaptive Mediterranean
- Contemporary

American Colonial

This classic American style descended directly from the first homes built in the New England colonies in the 17th century. Their beginnings were as small and unpretentious as the one story saltbox, favoring the cultures and traditions of the settlements.

As living functions became more defined and prosperity increased, so did the need for additional space. Second stories with overhangs, dormers and gabled roof forms became favored solutions, later evolving into classic elements of this traditional American style. Wood shutters and an enhanced entry element and/or trim are the finishing details for an otherwise simple and functional form.



Parkside



Vertical Multi-Pane Windows with Shutters



Accented Entry



Simple massing with a Red Door

Element	Menu of Common Features	
Form	• Simple plan form and massing	• Added dormers • Enhanced plan forms
Roof	• 4:12 to 12:12 roof pitch • 12” to 18” overhang • Simple front to back gable roof • Architectural quality asphalt shingles or shingle texture flat concrete tiles	• 12” to 24” overhang • Shed or pitched roof dormers
Walls	• Horizontal siding may be combined with stucco. • All material changes must occur at an inside corner or logical end (return block wall/fence).	• Wrapped horizontal siding elements on sides and/or rear elevations in high visibility public view areas • Brick as a face material or accent material
Windows	• Vertical multi-paned window at front elevations • Multi-paned window on side and rear elevations in high visibility public view areas • Vinyl wrapped windows	• Bay windows • Dormer window in roof
Details	• Simplified cornice trim at gable ends • Wood porch columns and rails • 2 x 6 window and door trim - wood on siding, foam on stucco • Enhanced entry element such as a covered porch • Surface mounted fixtures on front elevations must complement architectural style	• Shutters, enhanced window trims, louvered attic vents • Garage door patterns to complement style • Neoclassic columns or stucco posts at entry
Colors	• Field: Pastels, whites, light earth tones, off-whites, or dark earth tones • Trim: Light or dark in contrast to field • Accents: Whites, light tones, or medium to dark tones in contrast to field, grayed or dark greens, blues, reds or black	

American Traditional

The American Traditional style as manifested in Southern California was often realized as an East Coast derived expression with Cape Cod influences, and displayed the aspects of practicality and functional elegance. This expression evolved from early Colonial beginnings and truly began to proliferate as an American building style from the 1850s to the early 20th century. In Southern California, the style was employed from the foothill neighborhoods of Pasadena to Los Angeles communities such as Westwood and was occasionally used in combination with the Monterey and Ranch styles to create homes which opened to the exterior gracefully yet retained a sense of formality and reserve.

Features of this style include simple gable roof forms, louvered shutters, and articulated entry surrounds. Dormers and second-floor wood decks are also occasionally used.



Parkside







Element	Menu of Common Features	
Form	• Asymmetrical massing with a vertical and a horizontal break	• Recessed 2nd floor • Vertical and horizontal breaks in massing
Roof	• 4:12 to 12:12 roof pitch • 16" to 24" overhangs • Concrete roof tile - flat or shake appearance • Front to back gable or hip roof with intersecting hip or gable roofs	• Multiple intersecting hip or gable roofs at first and second floors
Walls	• Stucco with horizontal siding accents allowed • All material changes must occur at an inside corner or logical end (return block wall/fence).	• Wrapped horizontal siding elements on sides and/or rear elevations in high visibility public view areas
Windows	• Vertical multi-paned window at front elevations • Multi-paned window on side and rear elevations in high visibility public view areas • Vinyl wrapped windows	• Round top accent or bay windows
Details	• Simplified cornice trim at gable ends • Header window wood accent trim • 2x6 window and door trim - wood on siding, foam on stucco • Surface mounted fixtures on front elevations must complement architectural style • Full wood porches and/or wood balconies	• Garage door patterns to complement style • Square wood columns with trim • Wood window pot shelves • Brick veneer or stucco chimney wrap
Colors	• Field: Whites, off-white, dark or light colors • Trim: White or contrasting with field color • Accents: White, light or dark colors in contrast or harmony with field color	

Farmhouse

The American Farmhouse represents a practical and picturesque country house. Its beginnings are traced to both Colonial styles from New England and later the Midwest. As the American Frontier moved westward, the American Farmhouse style evolved according to availability of materials and technological advancements, such as balloon framing.

Predominant features of the style are large front and/or wrapping porches with a variety of wood columns and railings. Two-story massing, dormers and symmetrical elevations occur most often on the New England Farmhouse variations. The asymmetrical, casual cottage look, with a more decorated appearance, is typical of the Midwest American Farmhouse. Roof ornamentation is a characteristic detail consisting of cupolas, weather vanes and dovecotes.



Parkside



Full to Partial Width Front Porch



Shutters with Horizontal Siding Accents



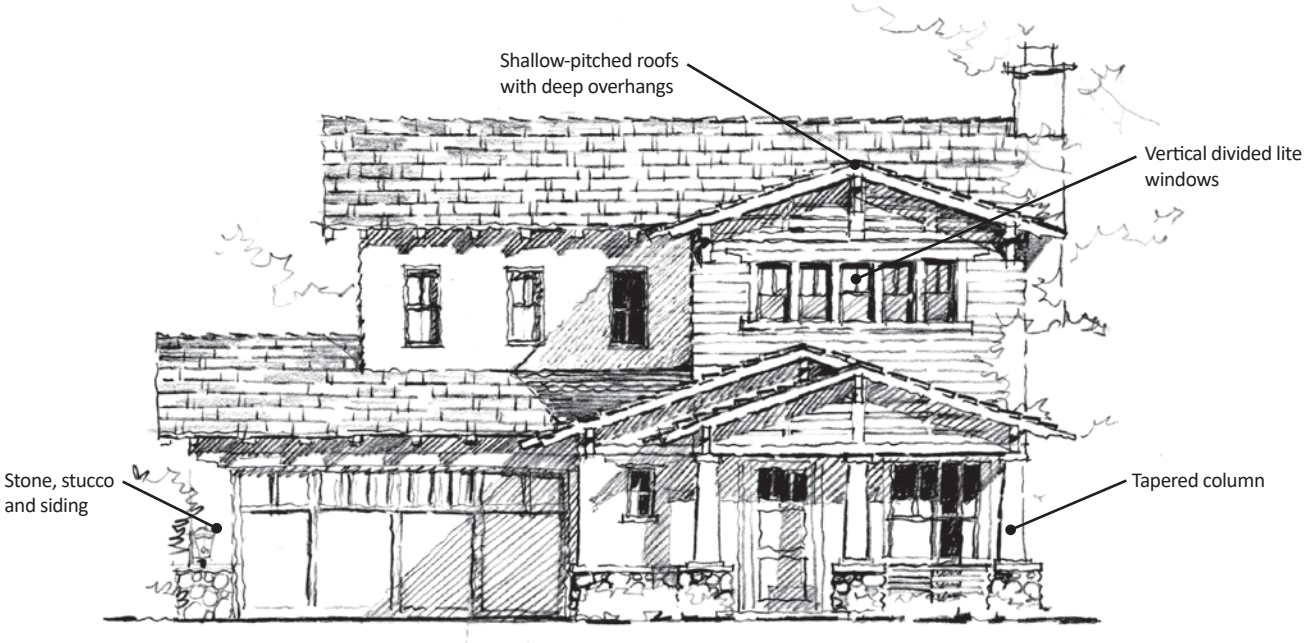
Siding Accents

Element	Menu of Common Features	
Form	• Simple plan form massing and simple roof design • Main gable roof with one or two intersecting gable roofs	• 12” to 16” overhangs with open eaves
Roof	• 4:12 to 12:12 roof pitch • Front to back main gable roof • 12” to 16” overhangs with open eaves	• Wrapped horizontal siding elements on sides and/or rear elevations • Tiles with smooth flat or shingled appearance
Walls	• Horizontal siding may be combined with stucco • All material changes must occur at an inside corner or logical end (return block wall/fence).	• Wrapped horizontal siding elements on sides and/or rear elevations in high visibility public view areas
Windows	• Vertical multi-paned window at front elevation • Multi-paned window on side and rear elevations in high visibility public view areas • Vinyl wrapped windows	• Bay windows • Header trim at front windows • Single hung windows at front
Details	• Porches with simple wood columns and wood railings • Shaped wood columns, wood windows and/or door trim • Min. 2x4 window and door trim - wood on siding, foam on stucco • Shutters & layered header trims at front elevation • Cupolas or dormers	• Surface mounted fixtures on front elevations must complement architectural style • Garage door patterns to complement style • Stone/brick/stucco chimney wrap • Pot shelves, louvered attic vents
Colors	• Field: Whites or light shades of blue, yellow, green, beige or gray • Trim: Whites or light shades complementary to field color • Accents: Medium to dark shades in contrast with field color	

Craftsman

The Craftsman style was inspired by the English Arts and Crafts Movement of the late 19th century. Of the utmost importance was that all exterior and interior elements received both tasteful and "artful" attention. The movement influenced numerous California architects such as Greene and Greene, and Bernard Maybeck.

The resulting Craftsman style responded with extensive built-in elements and by treating details such as windows or ceilings as if they were furniture. The style was further characterized by the rustic texture of building materials, broad overhangs with exposed rafter tails at the eaves and trellises over the porches. The overall affect was the creation of a natural, warm and livable home. In Southern California, the Craftsman style spun out of bungalows that were the production home of the time.



Parkside



Front Porch with Battered Columns



Gabled Roof with Deep Overhang



Vertical Divided lite Windows

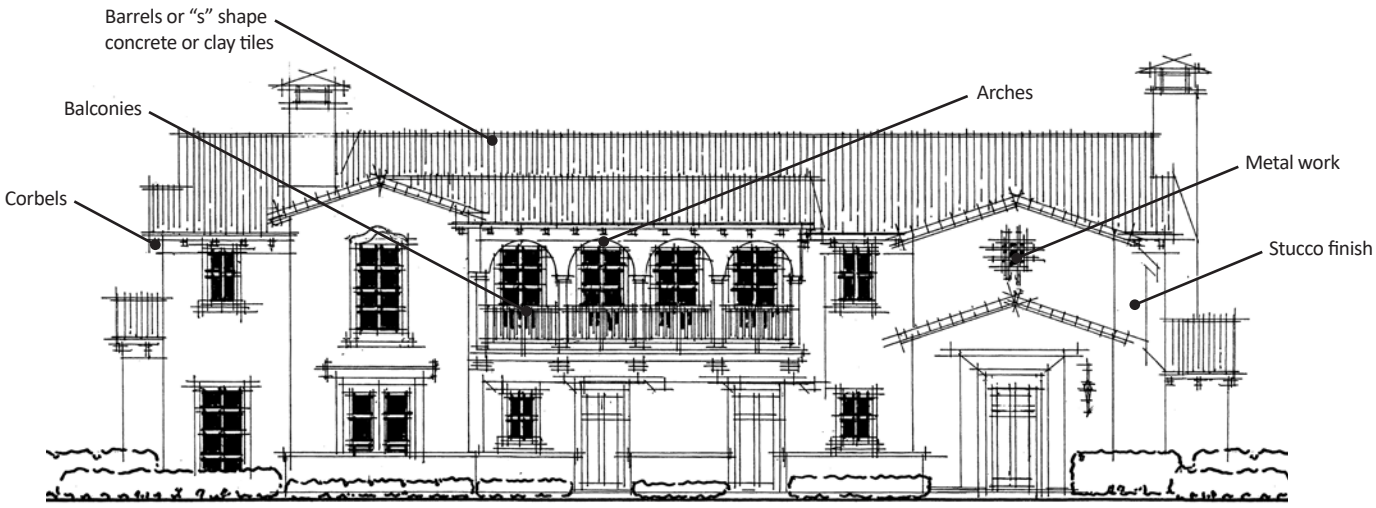
Element	Menu of Common Features	
Form	• Simple 2 story boxed massing with vertical and horizontal breaks	• Varied plan shapes
Roof	• 4:12 to 6:12 roof pitch • 16" to 24" overhangs • Flat concrete tile - shingle appearance • Basic gabled roof - side to side with cross gables	• Varied porch roofs - shed or gabled • 16" to 24" overhangs
Walls	• Horizontal siding - may be combined with stucco. All material changes must occur on inside corner • Stone base accents on walls and/or porch • Wrapped horizontal siding elements on sides and/or rear elevation	• Shingle siding used as an accent treatment • Battered wall accents
Windows	• Vertical multi-paned window at front elevation • Multi-paned window on side and rear elevations in high visibility public view areas • Vinyl wrapped windows • Use windows individually or in groups	• Single hung windows at front elevation • Feature ribbon windows 3 or more
Details	• Entry porches with heavy square columns or posts on stone or brick piers • Shaped wood header trim at windows and doors - wood on siding, foam on stucco • Simple knee brace • Surface mounted fixtures on front elevations must complement architectural style • Garage door patterns to complement style • Stone and brick base accents • Open eave overhangs with shaped roof rafter tails	• Full porches with heavy square columns or posts on stone piers • Classically styled columns or battered columns • Blended stone and brick chimney • Wood trim at doors and windows • Decorative ridge beams and purlins • Triangulated knee braces
Colors	• Field: Light to dark earth tones • Trim: Light to dark earth tones in harmony or contrasting with field • Accents: Light to dark earth tones in contrast with field	

Andalusian

The Andalusian style is an adaptation of the farmhouses and cottages found in the rural areas throughout Andalusia in southern Spain. Enriched with details and elements derived from Moroccan, Moorish, and classical Roman architecture this style represents a simple, yet elegant blend of cultures.

The informality of rural life originally inspired a simple, rectangular form that evolved organically over time to meet the spatial needs of the owner. Subsequent massing was typically similar in form, but changed in dimension with new functions and arrangement of spaces. The resultant irregularity in massing and appearance adds to the charm and romance of this southern European style. Its informal rustic character is highlighted with sophisticated details, natural, indigenous materials, warm, sun-bleached colors and rich textures.

Architectural distinction is established through the use of details such as softly sculpted or curved wall and chimney articulation, colorful mosaics and tile work, rustic stone accents, balconies, perforated wall patterns and vents, cantilevered windows, classical elements, arches, and/or metal grillwork accents.



Parkside



Feature Windows and Simple Massing



Vertical Windows with Metal Detail



Moorish Detail at Windows

Element	Menu of Common Features	
Form	• 2 story massing with one story elements at courtyards/ entries	• Courtyard plan form • Recessed upper story elements
Roof	• 4:12 to 6:12 roof pitch • 12" to 18" overhang • Simple hip or gable roof forms • Barrel or 'S' shape concrete or clay tiles	• Intersecting gabled roofs
Walls	• Stucco finish	• Stucco - sand finish with rustic brick accents
Windows	• Vertical multi-paned window at front elevations • Multi-paned window on side and rear elevations in high visibility public view areas • Vinyl wrapped windows • Simple 2x window and door trim - wood or stucco over foam	• Feature recessed arched window • Accent beveled glass recessed window • Single or grouped round top windows
Details	• Arcades supported by classic columns at courtyards, balconies and porches • Wrought Iron/Metal or wood balconies and accent details • Enhanced articulation at entrances and feature windows • Decorative ceramic tile accents • Wood or wrought iron/metal railings at balconies or porches • Garage door patterns to complement style • Shaped rafter tails at feature arches	• Balustrades at balconies or porches • Sculpted forms at facades, chimneys, feature windows, etc. • Tile vents in gable end
Colors	• Field: Sunwashed white tones or light tints • Trim: Dark brown, burnt red or ochre • Accents: Dark or medium shades of green, red, beige, blue using sparingly	

Provence

The character of the Provence home could be classified as part farmhouse and part château. Its origins are in the simple rectangular farmhouses and cottages that exist in the rural hillsides and villages within the Provence region of France.

Looked upon as an enchanting style, graceful details such as stone lintels and surrounds at doorways and windows, curved or detailed shutters and asymmetrical accent elements capture the aging essence of the Provence style. The use of chiseled stones and enhanced entries are included in a palette of common features that are subtly placed on elevations.

Provence style roof pitches vary from shallow to steep. Rafter tail ends and wood or metal balconies are silhouetted against building facades, with an unassuming brown tile or gray slate roof.



Parkside



6:12 to 12:12 Roof Pitch



Stone and Wood Accents



Steep Roof Accent

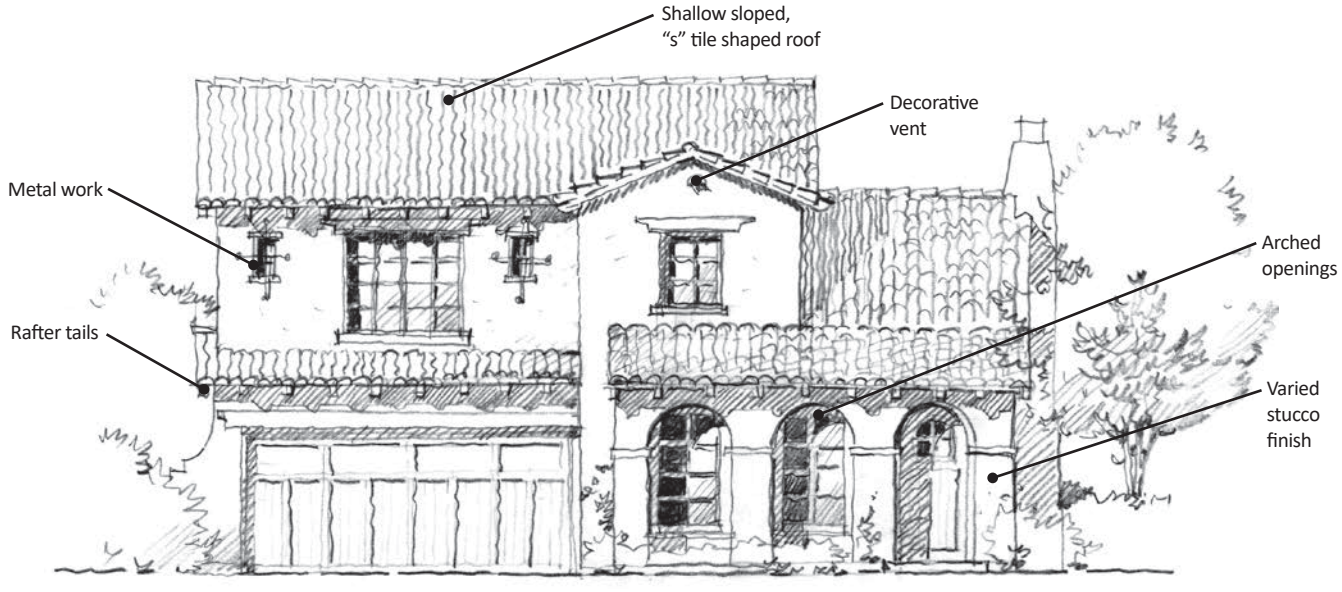
Element	Menu of Common Features	
Form	• Rectangular plan form massing with some recessed 2nd floor area	• Distinctive plan form massing with recessed 2nd floor
Roof	• Main roof hip or gable with intersecting gable roofs • 4:12 to 6:12 roof pitch • Shallow overhangs to 12" to 16" • Architectural quality asphalt shingles or smooth flat tiles	• Main roof hip or gable with intersecting gable roof or steep 2nd story roof breaking over 1st story elements • Curved slope at roofline • 6:12 to 12:12 roof pitch
Walls	• Stucco with siding or stone accents	
Windows	• Vertical multi-divisioned window at front elevation • Multi-divisioned window on side and rear elevations in high visibility public view areas	• Curved or round top accent windows • Bay windows • Single hung windows at front
Details	• Entry accents with faux stone • Garage door patterns to complement style • Wrought Iron/Metal or wood balconies and potshelves • Shutters • Simple 2x4 window and door trim - wood, stone, siding, or stucco over foam	• Decorative shutters • Stone veneer chimney or accented feature elements
Colors	• Field: Pale earth tones • Trim: Whites or light shades complementary to field color • Accents: Light or dark shades in contrast with field color	

Spanish Colonial

Spanish Colonial, also known as Spanish Eclectic is an adaptation of Mission Revival enriched with additional Latin American details and elements. The style attained widespread popularity after its use in the Panama-California Exposition of 1915-1916.

The simple courtyards of the Spanish Colonial heritage with hanging pots, a flowering garden and sprawling shade trees are hardly surpassed as foreground design elements. Further architectural distinction was established through the use of tile roofs, stucco walls, heavily textured wooden doors and highlighted ornamental ironwork.

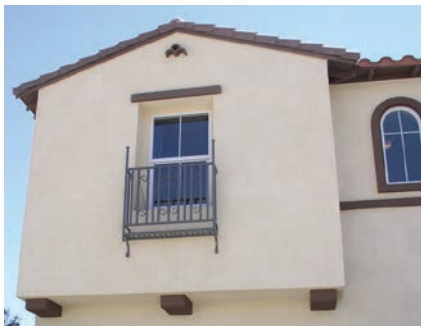
Key features of this style were adapted to the Southern California locale. The plans were informally organized around a courtyard with the front elevation very simply articulated and detailed. The charm of this style lies in the directness, adaptability, and contrast of materials and textures.



Parkside



Feature Window



Tile Roof, Gable Vent & Metal Accents



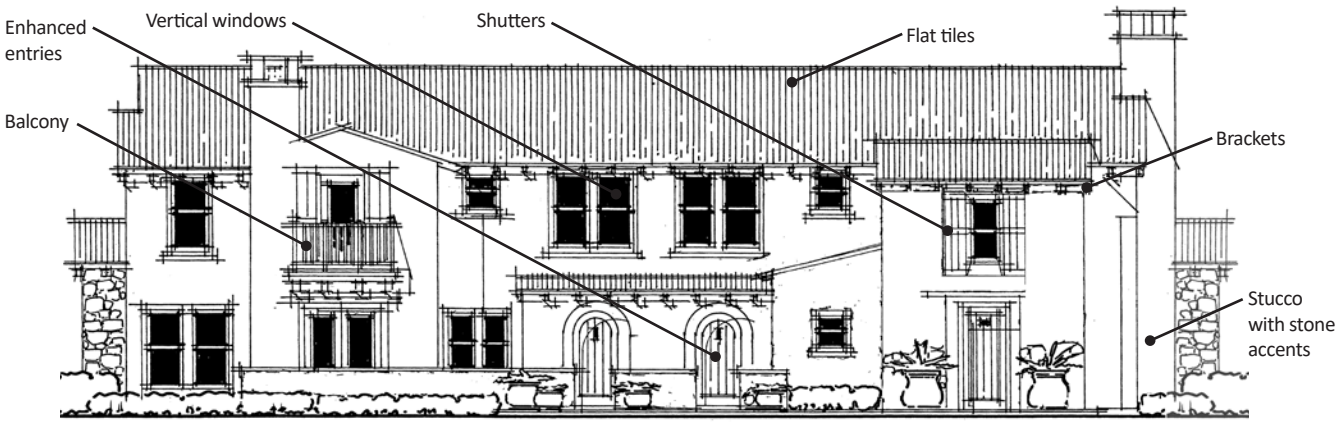
Stucco Walls with Arched Openings

Element	Menu of Common Features	
Form	• 2 story asymmetrical massing with strong one story element	• Simply articulated 2 story boxed plan massing with not more than 50% one story element across front elevation
Roof	• 4:12 to 6:12 roof pitch • 12” to 16” overhang • Simple hip or gable roof with one intersecting gable roof • Barrel or ‘S’ shape concrete tiles	• Shed roof over porch
Walls	• Stucco	• Stucco - sand finish
Windows	• Vertical multi-paned window at front elevations • Multi-paned window on side and rear elevations in high visibility public view areas • Vinyl wrapped windows • Simple 2x4 window and door trim - wood or stucco over foam	• Feature recessed arched window • Accent beveled glass recessed window • Single or grouped round top windows
Details	• Stucco over foam window and door trim • Arched stucco column porches • Surface mounted fixtures on front elevations must complement architectural style • Garage door patterns to complement style • Shaped rafter tails at feature areas	• Wrought Iron/Metal balconies and accent details • Entry door design to compliment style
Colors	• Field: Whites, beige, or warm tints • Trim: Dark shades to contrast field color • Accents: Deep tones of green, blue, red (on shutters, door, balcony trim)	

Tuscan

During the 15th and 16th century large numbers of houses were built along roads and hillsides in rural Tuscany, many of which, although altered, are still in use today. As this region was and is primarily agricultural, these homes reflect the character of the farmhouse estate or 'podere'. Built by their owners with the indigenous materials and colors of the surroundings, these buildings blend naturally with the land.

The building form and massing is an example of simplicity; a plan that began as a simple rectangular form that evolved organically over time. Smaller components similar to the original form were typically added as necessary to meet the spatial needs of the owner. The resulting building, with the flexibility and variety apparent in this style, is what makes it so appealing. The informality of these rural farmhouse and settlement building types, including their traditional squared towers, eventually became the inspiration for Tuscan villas.



Parkside



Recessed Second Floors Earth Tones



Rectangular Form, Stucco with Stone Accents



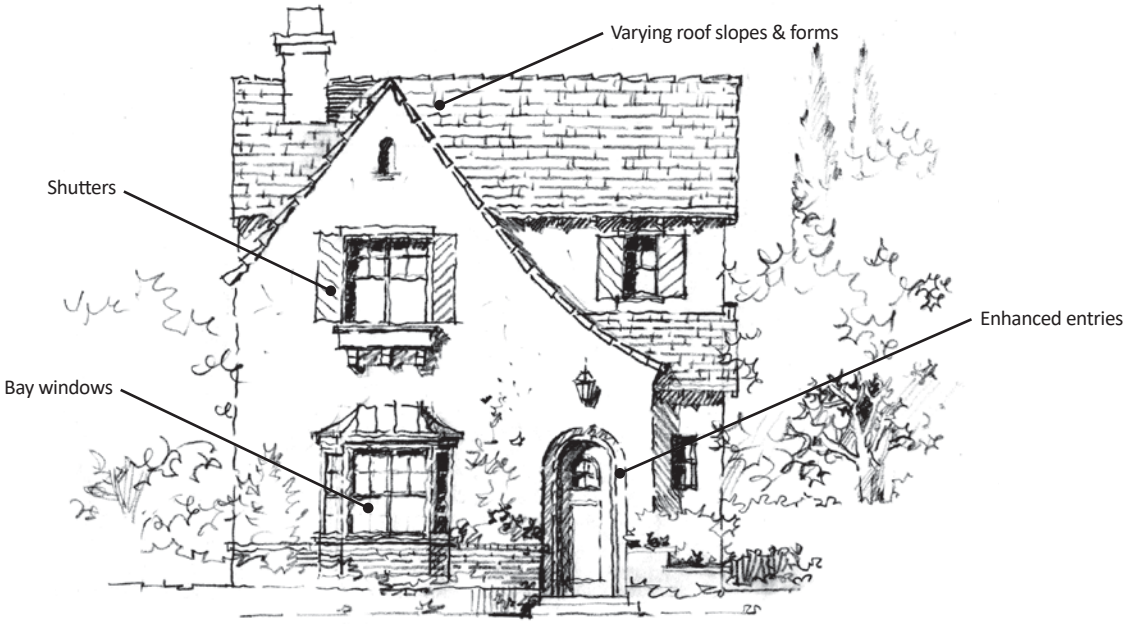
Enhanced Entry Articulation Vertical Multi-divided Windows

Element	Menu of Common Features	
Form	• Rectangular plan form massing with some recessed 2nd floor area • Enhanced articulation and detail of entries, windows, doorways and balconies	• Distinctive plan form massing with recessed 2nd floor • Squared tower elements at entry or upper story
Roof	• Main roof hip or gable with intersecting gable roofs • 4:12 to 6:12 roof pitch • 16" overhangs at eaves • Architectural quality asphalt shingles or smooth flat tiles	• Main roof hip or gable with intersecting gable roof or 2nd story roof breaking over 1st story elements • Brackets under eaves • Deeper overhangs to 24"
Walls	• Stucco with stone veneer accents	• Enhanced stone veneer siding
Windows	• Vertical multi-divisioned window at front elevation • Multi-divisioned window on side and rear elevations in high visibility public view areas	• Curved or round top accent windows • Single hung windows at front
Details	• Entry accents with faux stone • Garage door patterns to complement style • Shutters • Balcony or veranda • Simple 2x4 window and door trim - wood on stone or siding, stucco on stucco	• Decorative shutters • Stone veneer chimney and accented feature elements • Wrought Iron/Metal or wood balconies and potshelves • Rusticated hardware and details
Colors	• Field: Medium, saturated earth tones • Trim: Whites tones or light shades complementary to field color • Accents: Light or dark shades in contrast with field color	

Cottage

Cottage is a picturesque style derived from medieval Norman and Tudor domestic architecture. The resulting English and French inspired "cottage" became extremely popular nationwide after the adoption of stone and brick veneer techniques in the 1920s.

Although the cottage is looked upon as small and not costly, it has been recognized as one of the most popular styles in suburban America. Design of the homes typically reflected in the rural setting in which they evolved. Many established neighborhoods in Riverside, Orange, and Santa Ana contain homes with the charm and character that depict the alluring, yet unpretentious lifestyle of the Cottage home.



Parkside



Varying Roof Slopes & Forms



Feature Windows & Gable Accents



Stucco with Stone Accents

Element	Menu of Common Features	
Form	• Rectangular plan form massing with some recessed 2nd floor area	• Irregular plan form massing with substantially recessed 2nd floor
Roof	• Main roof hip or gable with intersecting gable roofs • 4:12 to 12:12 roof pitch • Curved slope at roofline • 0" to 12" overhangs - (limit tight overhangs to distinguishing character elements) • Architectural quality asphalt shingles or smooth flat tiles	• Main roof hip or gable with intersecting gable roof or steep 2nd story roof breaking over 1st story elements
Walls	• Stucco • Stucco with wood siding or stone accents	
Windows	• Vertical multi-paned window at front elevation • Multi-paned window on side and rear elevations in high visibility public view areas • Bay windows	• Vinyl wrapped windows • Curved or round top accent windows • Single hung windows at front
Details	• Entry accents with natural or manufactured stone • Shutters • Simple wood 2x4 window and door trim - wood on stone or siding, foam on stucco • Surface mounted fixtures on front elevations must complement architectural style • Garage door patterns to complement style	• Decorative shutters • Stone veneer chimney • Wrought Iron/Metal or wood balconies and wood pot shelves
Colors	• Field: Soft, muted mid-tones of beige, tan, blue, yellow, grey or green • Trim: Light or similar mid-shades complementary to field color • Accents: Light or dark shades in contrast with field color	

Adaptive American Traditional

American Traditional is a style evolved in the early 20th century originating from the New England states, spreading westward, and becoming established throughout the rest of the country.

The adaptive version of this style retains the massing and form that is reminiscent of early American heritage but with simpler lines and contemporary details. The massing breaks down the façade from 2 to 1-story forms providing a natural balance to the front elevation. Roofs are simple in form most often with accent gables. This contemporized American style has a fresh appeal while retaining its charming origins.



Parkside



Porch



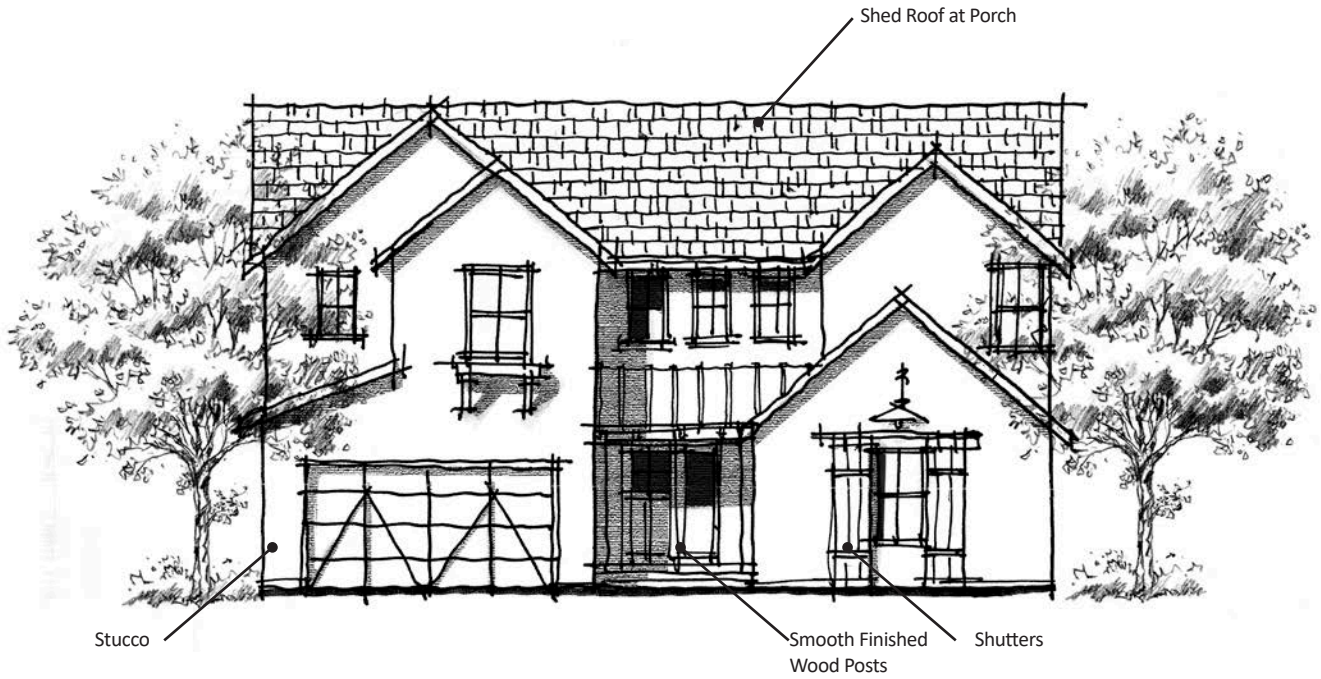
Simplified Cornice Trim at Gable Ends

Element	Menu of Common Features
Form	• Asymmetrical massing with a vertical and a horizontal break
Roof	• 4:12 roof pitch • 12” to 16” overhangs • Concrete roof tile- flat or shake appearance • Asphalt shingles • Front to back gable or hip roof with intersecting hip or gable roofs
Walls	• Stucco • Horizontal siding- may be combined with stucco • Wrapped material on sides and terminate at logical end (return block wall/fence) or inside corner
Windows	• Vertical multi-paned window at front elevations • Multi-paned window on side and rear elevations at visible edges
Details	• Simplified cornice trim at gable ends • Header window wood accent trim • Simple 2 x ~~4~~6 window and door trim- wood on siding, foam on stucco, 2 x 4 window and door trim may be used on specific product types, architectural styles subject to Planning Department approval. • Surface mounted fixtures on front elevations must complement architectural style • Porches and/or balconies with horizontal railing • Front and garage door may have modern styling to complement style • Square wood columns with trim • Shutters, brick accents permitted
Colors	• Field: Whites, off-white, dark or light colors • Trim: White or contrasting with field color • Accents: Light or dark colors in contrast or harmony with field colors

Adaptive Farmhouse

Due to the simple and honest nature of this architectural form, the Farmhouse style can easily be adapted to a more abstract solution and is appropriate within many of the higher density settings. Since this style's roof shapes, variety of textures, colors and materials can easily be extrapolated to more contemporary applications, one can find many examples of this transformation throughout the West.

The Adaptive Farmhouse style blends the sleek clean lines of contemporary design with warm farmhouse charm to create a uniquely fresh take on this country living inspired style.



Parkside



Board and Batten Siding



Proper Terminate Points for Siding and Color Accents

Element	Menu of Common Features
Form	• Symmetrical or asymmetrical massing
Roofs	• Roof pitches 4:12 to 6:12, possibly lower pitch at main roof • Shed roofs at porches, may use metal seam • 0”- 12” overhang at eaves • Asphalt shingle roof or tile shake pattern
Walls	• Stucco • Board and batten or horizontal siding • Siding should return on sides and terminate at logical end (return block wall/fence) or inside corner
Windows	• Vertically or horizontally proportioned
Details	• Smooth finished posts (6” x 6” min.) with smooth finish cap and base trim • Smooth finished beams • Door and window surrounds shall consist of one of the following materials: • Well-proportioned, stucco-wrapped, high density foam trim or • Smooth textured wood • Raised panel-style entry door and garage door • Wood brackets below gables and/or rafter tails • Awnings, may use metal seam • Porches and/or balconies with horizontal railing • Shutters • Cementitious or stucco trim (with finish matching body of house) may be permitted at front doors/porch entries • Front and garage doors may have modern styling to complement style
Colors	• Field: Whites or light tinted colors • Trim: Whites or light shades complementary to field color • Accents: Light or dark shades in contrast with field color

Adaptive Mediterranean

The Adaptive Mediterranean style draws inspiration from Southern European countries along the Mediterranean Sea. Italian, Spanish, Portuguese and Greek architecture lend their influence to this style.

Simplified details borrowed from these Mediterranean styles include streamlined forms which move toward a modern and unpretentious aesthetic – including low-pitched, hipped or parapet roofs combined with a lighter color palette.



Parkside



Light or dark colors in contrast and in harmony with field colors

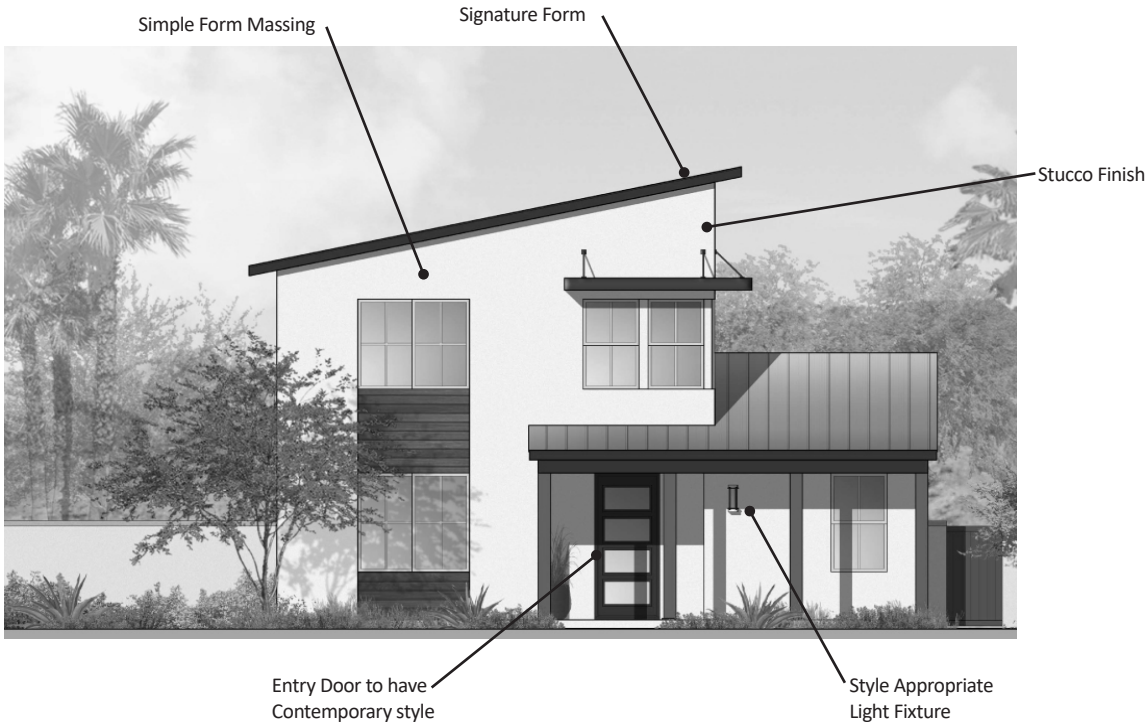


Limited ornamentation and no shutters

Element	Menu of Common Features
Form	• Simple geometric forms
Roofs	• Hip or gable roofs • Roof pitches 4:12 to 6:12 where applicable, possibly lower pitch at main roof; may have a shed roof accent • 0”-12” overhang • S-shape, or flat tile, or asphalt shingle
Walls	• Stucco • Optional decorative ceramic tile
Windows	• Vertically or horizontally proportioned windows or ganged windows • Round top or arched primary window or architectural feature
Details	• Front entry doors without a porch, recessed from front facade • Limited ornamentation and no shutters • Decorative metal elements or ceramic tile • Cementitious or stucco trim (with finish matching body of house) may be permitted at front doors/porch entries • Style appropriate light fixtures • Horizontal railings at porches or balconies • Built-up eave • Color Blocking • Front door and garage door may have modern styling to complement style
Colors	• Field: Toned whites and light to medium light value warm colors • Trim: Medium dark value browns reminiscent of stained wood • Accents: Light or dark colors in contrast or harmony with field colors

Contemporary

Clean lines and ordered appearance. An architectural expression that is forward facing and suggests a separation from the old world.



Parkside



Parapet Roof



Horizontal Grouped Windows

Element	Menu of Common Features
Form	• Simple rectangular form massing • Signature form, detail or feature
Roofs	• Parapet, hip or shed roof • Simple unadorned parapet walls • Roof pitch range: flat or 4:12 to 6:12 • 0”- 12” overhang at eaves • Shed element at entry with metal seam roof • Asphalt shingles
Walls	• Stucco finish • Cementitious siding
Windows	• Vertically or horizontally proportioned or grouped windows
Details	• Entry accents such as awnings with metal seam roof or metal eyebrows • Cementitious or stucco trim (with finish matching body of house) may be permitted at front doors/porch entries • Style appropriate light fixtures • Horizontal railings at porches or balconies • Front door and garage door may have modern styling to complement style and may include clear or frosted glass window details • Infill panels
Colors	• Field: Whites or light shades • Accents: Light or dark shades in contract with field color

7.3 Massing (Single-Family)

7.3.1 Introduction

Creating streetscenes that function well and have visual interest is a primary community objective. The following basic elements and criteria provide variations in appearance and a sense of individuality for each home. Neighborhoods that have nearly identical homes and streets without variation in product placement and form will not be approved in design review. This section lists architectural massing and plotting techniques that will help to create a quality environment.

Objectives:

- Minimize visual impact of garages;
- Give attention to composition of building mass;
- Vary setbacks at porches, living and garage areas;
- Minimize 2- and 3-story dominance on the streetscene including lanes/alleys and open spaces;
- Design with sensitivity to corner lot conditions;
- Use appropriate transition of scale; and
- Use four-sided elevation design.

In PAs that incorporate higher density single-family homes, high quality architecture is expected. Higher density homes call for simpler designs yet creative execution to reflect the Parkside vision. Higher density homes in correlation to the market demand, calls for innovative and more contemporary design. Therefore, the following objectives are encouraged:

- Minimize visual impact of garages;
- Give attention to composition of building mass;
- Where feasible, incorporate single-story elements;
- Design with sensitivity to prominent edge conditions and highly visible architecture;
- Concentrate enhanced design features to visible edges, while creating simple but quality elevations on the interior plans.





Single-Story Elements

7.3.2 General Elements

The general elements of building massing include:

- Front articulation;
- Roof form;
- Garage placement;
- Balconies and projections;
- Rear articulation;
- Variable setbacks; and
- Corner lots/critical edge conditions

Neighborhood Massing and Plotting Concepts

To provide more interesting neighborhood streetscenes, varied massing on all elevations is encouraged.

Where possible when plotting, refrain from strict compliance to minimum garage setbacks to avoid contributing to repetitious streetscenes. Typically, plans are to be reversed and plotted so that garages and entries are adjacent to each other to create an undulating setback. Occasionally, this pattern should be broken to avoid monotony.

Simple Home Design

In an attempt to design aesthetically pleasing architecture that is economically feasible and functions well, the concept of "The Simple House" is to be implemented. This suggests that starting with simple structural forms and building masses and appropriate roof forms can lead to the development of an "authentic" style while maintaining acceptable building costs. In order to achieve this the following basic criteria have been established:

- Design "simple," attractive homes using simple plan forms and style-appropriate massing and roof pitches;
- Use style-appropriate elements and details to enhance good architecture;
- Provide a variety of single-story heights and profiles while stepping back second-story massing when possible;
- Acknowledge both street front facades on corner homes or buildings by 'wrapping' usable spaces, architectural elements, and materials around to face the side street frontage;
- Give added attention to side and rear articulation if facades are publicly exposed;
- Use covered and shaded spaces such as porches, landscaped courtyards or structural landscape elements to provide a sense of entry and respond to local climate conditions; and
- Respond to overall community character with appropriate choices of style, color, and materials.

Refer to Sections 7.2, 7.3 and 7.4 for specific guidelines concerning styles, massing, elements, and details of simple residential architectural design.

Single-Story Elements

Single-story elements may be incorporated on homes to help establish neighborhood pedestrian scale and add variety to the streetscene.

Encourage homes in each neighborhood to have at least one significant single-story element on an exposed front or side elevation.

Single-story elements include:

- Front or wraparound porch;
- Roofed porte-cochere;
- Single-story living space in conjunction with a second story recess of at least 5 feet; and
- Pop-out gable element (enclosed or open).

Where forward garages are used single-story massing is encouraged.

Planning Area 1-4

The goal of PA 1-4 is to provide single-family home-ownership opportunities to a greater span of the buyer population. Although single-story elements are desirable, smaller home configurations may not lend themselves to this feature. However, where feasible, single-story elements are encouraged.

7.3.3 Front Articulation

The appearance of the streetscene and collection of homes within it is typically the first impression of any neighborhood. Most homes are seen primarily from the front and represent the transition from public to private space as well as the character of those who dwell within. With this in mind, it is important that the front of the home, and any sides exposed to the street receive thoughtful design and articulation to bring character and quality to the individual home and to the neighborhood as a whole. The following guidelines will help to achieve that level of articulation:

- Design neighborhood plan packages with forms and front elevations in mind to work together in controlling the impact of buildings on the streetscene;
- Provide variety in form and massing to reflect interior uses and achieve attractive and interesting elevations;
- Design placement of windows to work with interior uses and provide “eyes on the street;”
- Consider the entry as a focal point when designing the front elevation; and
- Provide an appropriate level of detail and trim at entries, doors, and windows to enhance good design.

7.3.4 Roof Forms

Rows of homes seen from a distance or along arterial roads are perceived by their contrast against the skyline or background. The dominant impact is the shape of the building and roof line. Articulate the building mass and roof lines to express a variety of conditions and



Varied Massing on Elevation



Varied Roof Forms

minimize the visual impact of repetitious flat planes, similar building silhouettes and similar ridge heights. This can be achieved by designing a discernibly different roof for each home plan. Individual roof plans may be simple but between different plans should exhibit variety by using front to rear, side-to-side, gables, and hipped roofs and/or by the introduction of one-story elements.

~~**Planning Areas 1-4**~~

Roof designs that maximize space for photovoltaic panels and are orientation for optimal solar efficiency are encouraged.

7.3.5 Garage Placement & Treatment

Create attractive and comfortable streetscenes and pedestrian spaces by designing lane-accessed garages.

Lanes/Private Alley Facing Garages

Although lanes and private alleys are thought of as merely a transitional vehicular space, they also provide garage and sometimes direct residence access, trash collection and other daily utility uses. They may be experienced by homeowners as often as the front entries to these homes.

Therefore, when designing lanes and motorcourts consider both functional and aesthetic issues. It is the intent to provide a pleasant experience for daily users by incorporating both in the elements of lane design.

Where feasible, in order to minimize undesired streetscenes in lane/private alley conditions, the following are suggestions:

- Avoid a multi-storied, “canyon-like” effect within the lane by providing varied massing, vertical and horizontal offsets of primary architectural elements and roof lines.
- Vary garage door appearance by using door patterns, colors, and windows appropriate to individual architectural styles;
- Where possible, vary ground floor building setbacks to provide undulation in the line of garage doors. All drive apron and building separation setbacks shall be maintained (refer to Section 7.6, Home Types, for specific setback requirements);
- For Conventional Compact Single Family Homes (access from local public/private street) shallow





Varied Garage Door Appearance

recessed garages shall be limited to 25% of the total umber of units in each builder's plan package and shall be setback a minimum of 18 feet from property line.

- Design and locate rear privacy walls and pedestrian gate entries to provide ease of access to the rear yard, allow sufficient dimension for landscape requirements, and screen trash can storage from lane; and
- Provide landscape planters (as feasible) within lanes to soften the appearance of the building elevations.

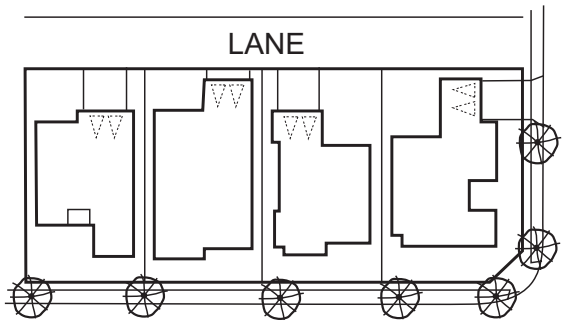
Vary garage door appearance

Vary garage door pattern, windows and/or color as appropriate to individual architectural styles. Additional treatments are encouraged to buffer direct or monotonous views of the garage doors.

Vary garage placement from plan to plan

Where possible, provide varied garage placements in each lane-loaded neighborhood by reversing placement, varying horizontal massing, and offsetting or cantilevering upper-story massing.

This garage placement allows the option of entering from the side street, thereby eliminating the garage and driveway from the front or lane (private alley) side of the house.



Varied Garage Placement— Lane (Private Alley) Facing

Optional Garage Screening Treatments

Garage screening treatments are encouraged to reduce or buffer the impact of garages and garage doors from the street or lane (private alley). These optional elements may include vine pockets or an attached trellis beneath a single-story garage roof fascia and/or above garage door header trims.

7.3.6 Balconies and Projections

The inclusion of balconies and projections may be used for both aesthetic and practical purposes. They are useful in breaking up large wall planes, offsetting floors, providing shade, creating visual interest, and adding human scale to a building. Balconies also provide the practical advantage of extending living areas to the outdoors and providing elevated spaces and views.

- Balconies may be covered or open;
- They may be partially recessed into the mass of the building or serve as a projecting element; and
- Balconies should be designed as integral elements of the building with details, eaves, supports, and railings consistent with the architectural style.

Other architectural projections may include elements such as cantilevered massing, secondary roof changes, niches in plan, and bay windows.

7.3.7 Elevation Enhancement

The second-story portion of elevations facing public roads, parks, multi-purpose trails, paseos, or public open space, must include a variety of window treatments, roof projections, to provide an appearance similar in quality to front elevations. A variety of hipped and gabled roof forms must be used in each neighborhood. One-story elements also help to provide this variety.

7.3.8 Varied Massing

Provide varied massing and articulated elevations consistent with the selected style and product type.

Floor Plan Form

Keep architectural styles in mind when designing the floor plan. For example, styles such as Cottage or Farmhouse that reflect asymmetrical massing and steeper roof pitches may be applied to a similar floor plan and elevation while both maintain an authentic appearance.

7.3.9 Corner Lots/Critical Edge Conditions

Neighborhood quality will be enhanced by adding a home plan designed specifically for the corner, or by enhancing an interior lot plan for use on the corner with additional architectural elements and/or details as found on the front elevation.

All corner homes must include wrapping materials and continued articulation around to the side facade. All material changes must occur on an inside corner, on a logical end, or coincide with an architectural element that conceals the material change.

Corner Plans

Conventional and Lane-Loaded residential product neighborhoods should be designed with enhanced corner lot treatments. One of these plans may include an architectural element that encompasses an interior room or living space that occupies the corner side yard.



Cottage



Farmhouse

- A second plan (primarily for conventional product) should include an element that helps to articulate the side facade such as:
  - A wraparound porch;
  - Pop-out, side gable;
  - Significant wall plane offset; or
  - Appropriately detailed second-story pop-out.

These elements will also provide logical stopping points/less conspicuous inside corners for wrapping materials. Corner plans should also consider use of the following elements:

- A corner-related front entry door placement; and
- A garage placement that allows entry from the side street or lane.
- A second plan should include an element that helps articulate the side facade such as:
  - A wraparound porch;
  - Pop-out, side gable;
  - Significant wall plane offset;
  - Appropriately detailed second-story pop-out; or
  - A single-story element.

Planning Areas 1-4

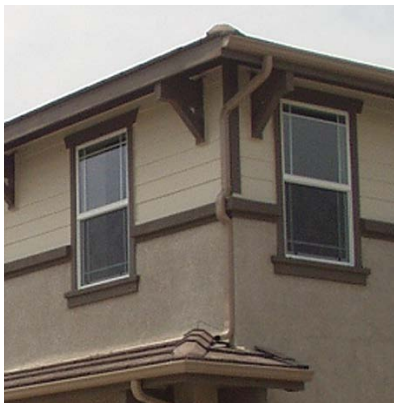
PA 1-4 will offer progressive housing types geared toward an attainable price-point. Thus, building footprints will be more compact and efficient, leaving less room for considerable architectural pop-outs and features. However, corner enhancements are still encouraged with the following recommendations:

- Front elevation enhancements shall wrap onto the side elevation on all homes where the side elevation faces a loop road, are street side or a corner elevation.
- Where feasible, an additional 5-feet of landscape setback shall be provided along the homes fronting the loop roads and the Great Park.

Community Recreation and Common Facilities

Private common recreation facilities may include a pool, spa, clubhouse, barbecue areas, or other facilities as appropriate to the community. Common facilities act as key character elements therefore the following should be considered when designing for such facilities.

- Clubhouse and other common area buildings should exhibit a high level of quality and attention to detail on all visible sides of the building;



Wrapping Materials



Corner Plan



Corner Plan with Porch

- All architectural and community elements, such as street furnishings, benches, and lighting standards should be consistent with the selected overall architectural character for the community; and
- Colors, massing, roof pitch, and materials of surrounding residential buildings should also be considered in conjunction with the design of the common facility.



7.4 Materials and Details

7.4.1 Introduction

Although the character and style of homes should be established primarily through the use of massing, roof forms and key architectural elements, the addition of appropriate secondary character elements, detailing, and accent materials provides an effective means of further reinforcing and enhancing character and style interpretations.





Doors

Key elements are those primary architectural features of the home that clearly discern one style from another. Secondary elements and details are identified as those that help to reinforce or enhance an already identifiable style. A list of appropriate elements, colors and materials for each individual style is found in the requirements matrices in the “Styles” section of this document.



The key or primary elements are:

- Doors and Entries;
- Windows;
- Rakes and Eaves;
- Exterior Lighting Fixtures;
- Roof Materials;
- Colors;
- Accent Materials; and
- Wall Finishes.



Windows



Rakes and Eaves





Lighting and Fixtures

7.4.2 Doors and Entries

Building entries represent an important point of interface between public and private spaces typically creating the initial impression for the user and a focal point for the viewer. Front doors and associated entry spaces should be treated with a sense of importance and detailed to emphasize their location and purpose. In designing the door and entry space of homes the following guidelines shall be observed:

- Design of door and entry spaces shall be consistent with the architectural style of the home;
- Doors shall be protected by a recess, porch or other covered element; and
- Door and entry spaces shall reflect a level of detail appropriate to their function and architectural style.

7.4.3 Windows

The following guidelines shall be observed for windows:

- Proportions and alignment shall be appropriate to individual style;
- No highly reflective glazing shall be used;
- Windows may be vinyl-wrapped or wood;
- When using inset windows, provide minimum 2-inch depth;
- Window placement shall be designed to enhance privacy between neighbors;
- Full window trim is encouraged on street facing elevations;
- Shutters shall be sized to match window width and exhibit style-appropriate hardware; and
- Where appropriate accent features such as shutters and tile surrounds are encouraged.

7.4.4 Rakes and Eaves

As with other architectural elements, roof edge treatments vary with the character of each style. Rakes and eaves shall reflect that of each individual style and contribute to the overall look and feel of the community.

- Elements and proportions of rakes and eaves shall be appropriate to the individual style;
- Where appropriate to individual style, larger eave overhangs are encouraged to provide opportunities for shading and relief; and
- Rafter tails, when exposed, shall be proportionate to building painted or stained.





Roof Materials

7.4.5 Exterior Lighting and Fixtures

Emphasis shall be placed on lighting for safety, security, and aesthetics. Street poles and wall fixtures shall be used to provide sufficient light for traversal and visibility providing the community with a comfortable level of safety and security at night. Every attempt should be made to reduce overflowing light on adjacent homes and to increase the amount of light in less visible areas.

Opportunities to use lighting for directional and aesthetic reasons should also be considered. Where fixtures are not an important focal point, conceal light sources and concentrate on achieving the maximum effects of good lighting design. Where fixtures are part of architectural detailing they should reflect the selected style.

- Lighting used on walls and walkways shall focus light down and provide appropriate down-casting hardware to minimize glare;
- Light shall be down-cast to reduce the impact on the neighborhood; and
- Wall mounted lighting fixtures shall be selected according to the individual style of the home or building.





Accent Materials



Finishes

7.4.6 Roof Materials

Roof materials, colors, and treatments should correspond to the individual character or style of the home or building and be compatible with the overall look of the neighborhood. Style appropriate materials and colors are found in each appropriate matrix in the "Architectural Styles" section of this document.

- Where feasible, a variety of roof plans, forms and ridge heights shall be provided using hips, gables, and intersecting elements to avoid a repetitious skyline;
- High quality composition, concrete, or clay tiles may be used in conjunction with the style of home; and
- Skylights are prohibited on sloped roofs facing public streets.

7.4.7 Colors

Varied palettes of regional and style-appropriate colors and materials have been selected for the homes in the Parkside Specific Plan area. This inherently rich and diverse palette will provide the variety required for visual interest while providing a sense of unity within the neighborhoods. Style-appropriate color selections will enhance the architectural character and impart individuality to each home.

- Color shall contribute to distinguishing the overall architectural character of the dwelling. Refer to "Architectural Styles" matrices for individual color palettes;
- Hue variation in adjacent homes shall be provided to create diversity within the neighborhood;
- Diversity of color is encouraged; and
- Roof tile colors will be selected according to architectural styles.

To further this goal of diversity, the following criteria shall be met:

- Elevation/color schemes shall consider the composition of colors, appropriately combining colors for an aesthetic and varied streetscape. Consider field color, trim color, accent colors, and accent materials colors.

- Individual color schemes must be appropriate to the architectural styles with a harmonious selection of accent materials, roof profiles and colors;
- No adjacent or facing home shall have the same color scheme; and
- No more than 4 of the same floor plan shall be plotted adjacent to one another.
- Architectural style of homes may be identical within individual courts/lanes.

7.4.8 Accent Materials

Accent materials can be used to enhance and reinforce the architectural style and composition of individual homes and provide variety in the streetscene. Selective use of appropriate materials, color, and placement can provide maximum impact while imparting a sense of unique character to each home.

- All color and material changes shall occur at inside corners or other logical locations to provide natural transitions from one aesthetic to another;
- Natural stone, approved manufactured or cultured stone, painted or natural brick, precast concrete, ceramic tile, slump block, and horizontal or vertical siding or approved manufactured siding, (i.e. cementitious board) are encouraged;
- Accent materials shall be selected to complement the overall color and style of the home or building; and
- Where incorporated, architectural trim shall be sized properly and consistent with architectural style.

7.4.9 Wall Finishes

Style-appropriate wall finishes should visually enhance individual homes. The use and placement of extreme contrasts in color and/or materials should be carefully considered in order to maintain a compatible overall look throughout the neighborhood. Footings shall be exposed no higher than 6 inches above finished grade.

Permitted Finishes:

- Stucco-light to medium sand finish
- Exposed masonry walls (brick, slump block, split face, etc.);
- Stone, brick, adobe, brick veneers (accent materials);
- Horizontal plank siding; and
- Board and batten siding.

7.5 Attached and Multi-Family Guidelines

It is the intent for all architecture in Parkside to achieve a high level of quality in building function and visual appearance, assure variety and compatibility in architectural character and to enhance the community's overall value. The goal is to promote these qualities in conjunction with the landscape and planning by using heritage styles combined with modern technology and architectural innovation to provide a pleasant, livable community.

By the very nature of the building types, attached and multi-family home neighborhoods are much like small villages, or communities. Each should be designed for compatibility within itself, using a blend of compatible architectural styles and a tastefully balanced palette of colors and materials.

The following general concepts should be considered when planning for and designing multi-family housing. See the following section for added criteria that is specific to each building type.

- Design and site buildings with a strong physical relationship to public areas of the community.
- Emphasize pedestrian access and connections to public sidewalks, paseos, and open space systems when preparing site plans.

7.5.1 Architectural Inspiration - Themes and Styles

One key to this community's success is compatible architectural styles. Appropriate styles, in a simplified palette, include selected Mediterranean styles of Europe and styles that adapted to the Southern California climate.

The selected architectural styles for high density attached units include:

Mediterranean Heritage Styles

- Andalusian
- Provence
- Spanish Colonial
- Tuscan

Millennium Styles

- Adaptive American Traditional
- Adaptive Farmhouse
- Adaptive Mediterranean
- Contemporary

Plan and Style Requirements for Attached Homes/ Row Townhomes:

- Provide at least 2 building plans per neighborhood (75-175 units), with the ability to reverse plot plans and vary placement or add elements to corner units;
- Provide a minimum of 2 individual unit plans per building. Individual unit plans may be repeated between building plans;
- Provide one or more styles per community as designated on the "Neighborhood Character" exhibit in this document; and
- Provide at least 3 different, yet compatible color schemes for each neighborhood, with the exception of attached Multi-Family Residential Products under single ownership. These single ownership attached products are permitted to have one color scheme. ~~PA-17 and PA-18. PA-17 and PA-18 are permitted to have one color scheme to enhance architectural theme.~~

Materials and Colors

Individual elevation or building colors should be selected from the community color palettes selected for that style. See individual style matrices for style-appropriate color palettes.

7.5.2 Architectural Plotting & Massing Concepts

Form, Mass & Height

In the case of attached and multi-family buildings there is a tendency to "build out" to the maximum building envelope without articulated treatment on wall planes. This is to be avoided to prevent the final product from becoming a multi-story stucco box, without vertical or horizontal relief.

- Minimize building "ends" and blank, singular planes oriented toward public views. Provide some architectural elements on all sides of buildings;
- Consider intended styles in conjunction with the development of building plans, massing forms, elements, details, and color;
- Carefully consider the building massing, details, and color, in conjunction with the architectural character for the neighborhood or community;
- Design buildings to define outdoor spaces, with floor plans that have logical and functional relationships between indoor and outdoor spaces; and
- Buildings shall not exceed height standards. (Refer to Section 7.6 for height restrictions).

Shade and Shadow - Building Relief

- Project a front door image and access to the street front. Articulation of end unit elevations is required to achieve four-sided articulation;
- Place and access garages at rear alleys to separate pedestrian from vehicular areas;
- Provide front porches where style-appropriate and possible for stepped massing and transition to public spaces;
- Vary setbacks on building elements/facades; and
- Vary roof pitches and directions.



Exhibit 7-1: Plotting and Massing

Entries

Entries should create an initial impression, locate and frame the doorway, act as an interface between public and private spaces, and further identify individual unit entries.

- Wherever possible, site plans should orient the front door image and principal access toward the public street or entry courtyard;
- Incorporate appropriate roof elements, columns, feature windows and/or architectural forms in the entry statement to emphasize the building character and the location of individual doorways; and
- If front entry location is not immediately obvious due to building configuration, direct and draw the observer to it with added elements such as signs, lighting and landscape.

Windows

Typically the location of windows is determined by the practical considerations of room layout, furniture placement, views, and privacy. Design emphasis here should be of particular concern as windows play an important role in the exterior architectural character of multi-family buildings.

- Within the appropriate style requirements, group and coordinate windows with other design elements to create a sense of composition and order;
- Where appropriate to style and window form, the use of multiple window panes is encouraged; and
- Use appropriate scale and proportion in window design to enhance the elevation style, using shutters, trim, etc. to help convey character.

Balconies

The inclusion of balconies is encouraged for both aesthetic and practical purposes. They are useful in breaking up large wall planes, offsetting floors, creating visual interest, and adding human scale to the building. They provide the practical advantage of creating outdoor living areas and elevated open space.

- Balconies may be covered or open. They may be either recessed into the mass of the building or serve as a projecting element. Balconies and patios must adhere to required setbacks;
- Design balconies as an integral elements of the building with details, eaves, supports, and railings in keeping with the architectural style and other elements of the building's design; and
- Avoid designing plans with repetitive balconies that occur side by side.

Parking

In the case of attached buildings adjacent to primary streets, the focus of these buildings should be their street front image and pedestrian access. Each project will incorporate interior oriented parking solutions and use the following design techniques to enhance the architecture of the streetscene:

- Distribute parking on-site to provide close proximity as possible to individual units;
- Group unassigned or guest parking in convenient locations;
- Refer to Division 6.03 (Off Street Parking and Loading) of the Ontario Development Code for parking requirements. Any parking standards that differ from the Ontario Development Code can be found in the development standards (refer to the tables in Section 7.6: Home Types).

Community Recreation and Common Facilities

Each neighborhood planning area is focused around (or is within a short walk from) the Great Park or common recreation facility. These may contain pools, spas, recreation structures, barbecues and/or open space. Each is planned as appropriate to the demographic profiles identified for the community by the master developer.

- Recreation facilities are key character elements for the community;
- All architectural and community elements, such as street furnishings, benches, lighting standards, and trash receptacles, shall be consistent with the selected overall architectural character for the community; and
- Colors, massing, roof pitch, and materials shall be compatible with residential buildings or project theme.

Trash Enclosures

Enclosures shall be provided to accommodate the numbers and types of trash containers as required by the disposal company. These enclosures shall be positioned in a centrally convenient area for residents. Try to minimize impact on adjacent residences and neighborhood developments by keeping enclosures from the edges of the community.

- Trash enclosures shall be substantially constructed in a style and decorative wall finish that is consistent with the overall architectural character of the development.
- All trash enclosures shall be equipped with style ~~complementary~~ appropriate gates or doors of durable construction~~, hinged to self-supporting steel posts~~.
- Lighted pedestrian access is required at each enclosure.
- Trash enclosures shall be placed in a location which does not interfere with on-site circulation.









Townhome Product Lane Streetscape

As consistent with Section 5.7 of this Specific Plan, all project sites shall be designed to meet all the Integrated Waste Department's requirements, including the requirements for Sizing of Storage, Location of Collection Area, Accessibility for Collection Vehicles, and Collection of Sorted/Diverted Waste Types.

Garage Placement & Treatment/Lanes

Provide rear or side-accessed garages for lane-loaded, attached buildings. Tandem garages may be used to accommodate parking requirements. Vary plans where possible, placing garages at different locations relative to the lane. Roll-up garage doors with garage door openers are required on all homes.

Lanes (Private Alleys)

All lanes (private alleys) shall be designed to include landscaping to soften architectural massing. Architectural treatments such as varied massing, color variations, decorative paving, trellises, and window treatments shall be designed to add interest to building facades.

7.6 Home Types

7.6.1 Introduction

A primary design objective for the Specific Plan is to provide a variety of home sizes and plans to suit the needs of different life stages and market segments. Parkside allows for individual home-ownership opportunities in a higher density more urban setting than typical neighborhoods. Some of the three-story detached homes may be located on fee simple lots or they may in a one-lot condominium subdivision. All homes will have fire separation distances as required by the California Residential Code that may be as minimal as a few inches.

~~The following section~~ Section 7.6.2 provides conceptual plotting examples for a variety of residential housing types, arrangements and lot size ranges. The plotting concepts are provided only to illustrate a typical layout of each housing type. They are not intended to be mandated layouts.

~~The following h~~ Home product configurations ~~are~~ provided in Section 7.6.2 are summarized as below.

Detached Lane Loaded

Detached single-family residential development consists of lane-served residential units designed with an orientation to the street or green spaces, by locating garages to the rear of residential units. Residential areas will be developed at an approximate net density of 5-14 dwelling units per acre. Products include Conventionally Loaded Lane homes (Section 7.6.2.A, Section 7.6.2.C, and Section 7.6.2.D)

Cluster Homes (Auto Courts and Green Courts)

Cluster Homes are single-family detached residential development with vehicular access from lanes (private alleys or motorcourts) via interior streets, with direct access garages. These residential areas will be developed at an approximate net density of 7-14 dwelling units per acre. Products include Detached Green Court Cluster (Section 7.6.2.B), Detached Green Court Paseo Cluster (Section 7.6.2.E), Semi-Detached Green Court Cluster

(Section 7.6.2.F), Detached Auto Court Cluster Full Driveways (Section 7.6.2.G), and Detached Auto Court Cluster Varied Driveways (Section 7.6.2.H).

Row Townhomes

Row Townhomes are attached homes that share two common walls, except for the end units. These homes have direct garage access. Front doors may be accessed from a street-side sidewalk, paseo, or from a private alley. Front door access depends on the design of the homes. Residential areas that utilize this housing typology will be developed at an approximate net density of 11-25 dwelling units per acre. Products include Attached Higher Density Townhomes (Section 7.6.2.K) and Attached Row Townhomes (Section 7.6.2.L)

Multifamily Attached

Multifamily Attached is a single building containing two or more living units in a side-by-side and/or stacked configuration. They can range from a lower density product like duplex or triplex to a higher density complex like a multiplex or an apartment. Products include Attached Duplex (Section 7.6.2.I), Attached Triplex (Section 7.6.2.J), and Attached Auto Court Cluster (Section 7.6.2.M).

7.6.2 Home Type Criteria

The following are design standards and minimum setbacks by typical residential product and housing type.

A. Conventionally Loaded Lane Homes (PA 1-4)



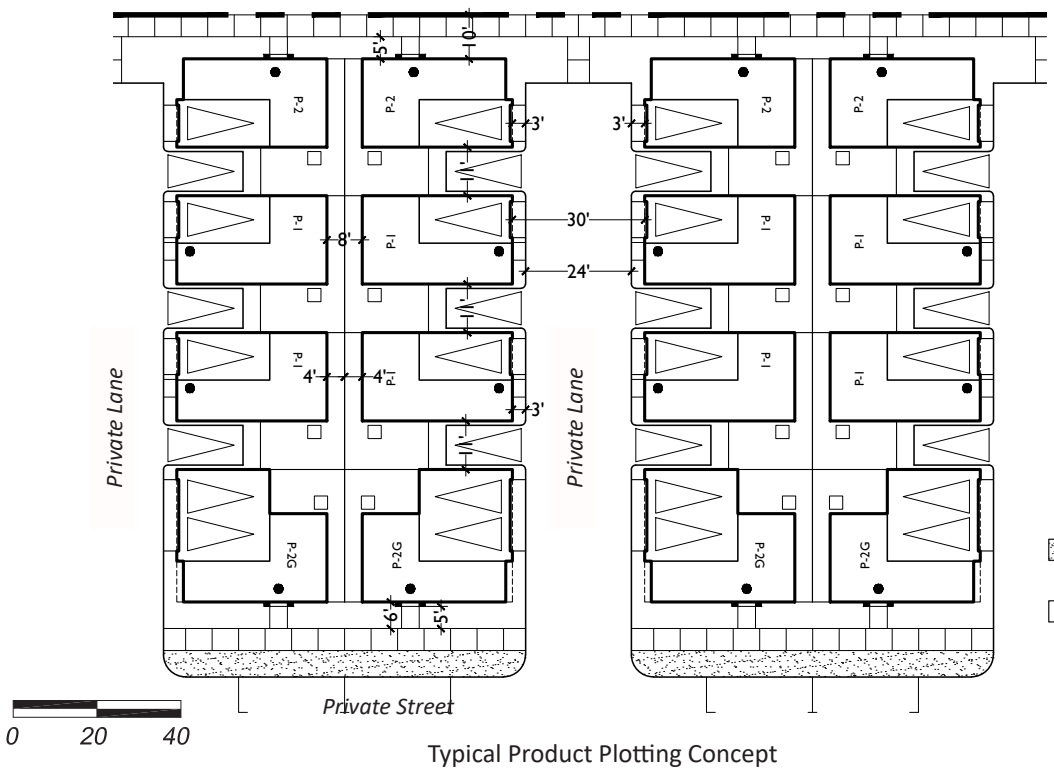
Characteristics

- Single-family small lot detached dwellings face street or lanes (private alleys);
- Automobile access via streets or lanes (private alleys);
- Primary entries and walks face streets or lanes (private alleys);
- Private yards/patios;
- Reciprocal use easements may extend private spaces on sides of buildings;
- Parking for residents provided in garages and driveways; and
- Guest parking provided on local streets, designated parking areas, or as approved by the City.

Notes

- Actual acreages, lot sizes, unit counts and densities may vary based on final plans.
- Refer to other areas of Section 7–Residential Design Guidelines, for more specific criteria regarding building design, plotting, styles, materials, details and implementation.
- Refer to other areas of Section 7–Residential Design Guidelines, for specific criteria regarding all landscape design and implementation.
- Typical Product Plotting Concepts are provided for representative purposes only and are not intended to be mandated layouts.

Conventionally Loaded Lane Homes - Product 2 (PA 1 & 4)



Note: Auto Court and lane-loaded Private Lanes shall be enhanced with a ribbon of either colored concrete, stamped concrete, pavers or other similar decorative materials.

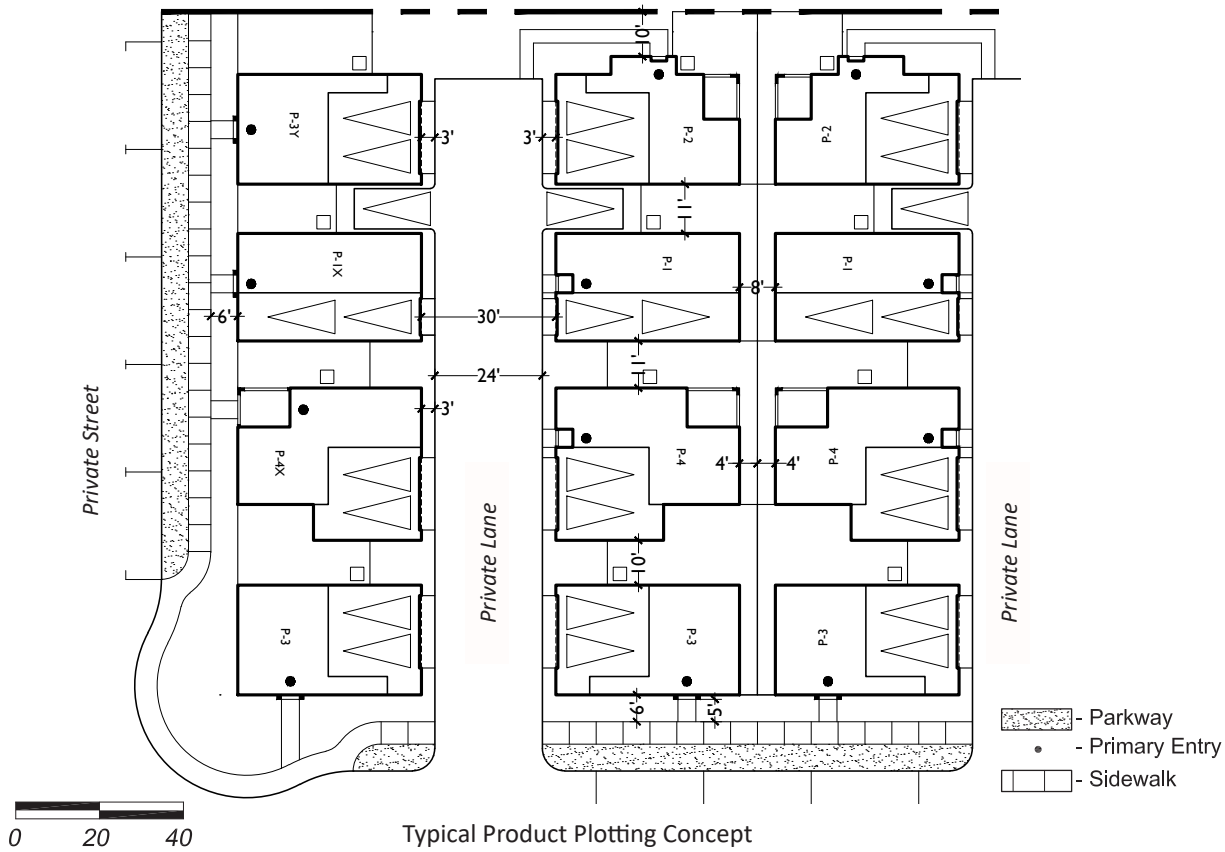
Typical Product Plotting Concept
2-Story Diagram

Table 7-1: Conventionally Loaded Lane Homes Development Standards

Building Separation	
Front to side living space	8'
Side to side living space	8'
Side to side living space (with parking space in between)	11'
Rear living to rear living	8'
Front Setbacks (Private Street Facing) - To Back of Sidewalk	
Living space	5'
Porch, balcony	3'
Garden wall	3'
Front setbacks (Private Lane facing)	3'
Side Setbacks - To Parcel Edge/Site Boundary	
Living space to property line	10'
Non-living space (garage-single story)	6'
Living space (adjacent to Cucumonga Creek Channel)	4'
Rear Setbacks - To Parcel Edge/Site Boundary	
Living space (2-story)	10'
Living space (3-story)	10'

Garage Setbacks	
Garage face to garage face	30'
Garage face to lane (drive apron) Drive aprons shall be 5' or less in length or 18' in length or greater.	3
Maximum Encroachments into Building Setbacks	
Second/third floor cantilever over garage	3'
Fireplace, media niche (8' max. length), bay windows furr outs, etc.	2'
Potshelves, brackets, eaves, awnings, eyebrows, canopies, cantilever decks, etc.	Additional 36" over porch or furring setback
Private Open Space Per Unit	
Minimum dimension	4'
Total per unit	70 s.f.
Parking	
2 spaces per homes, at least 1 is required to be covered	
Building Height	
Architectural projections may exceed the maximum building height of 42' by an additional 3'	

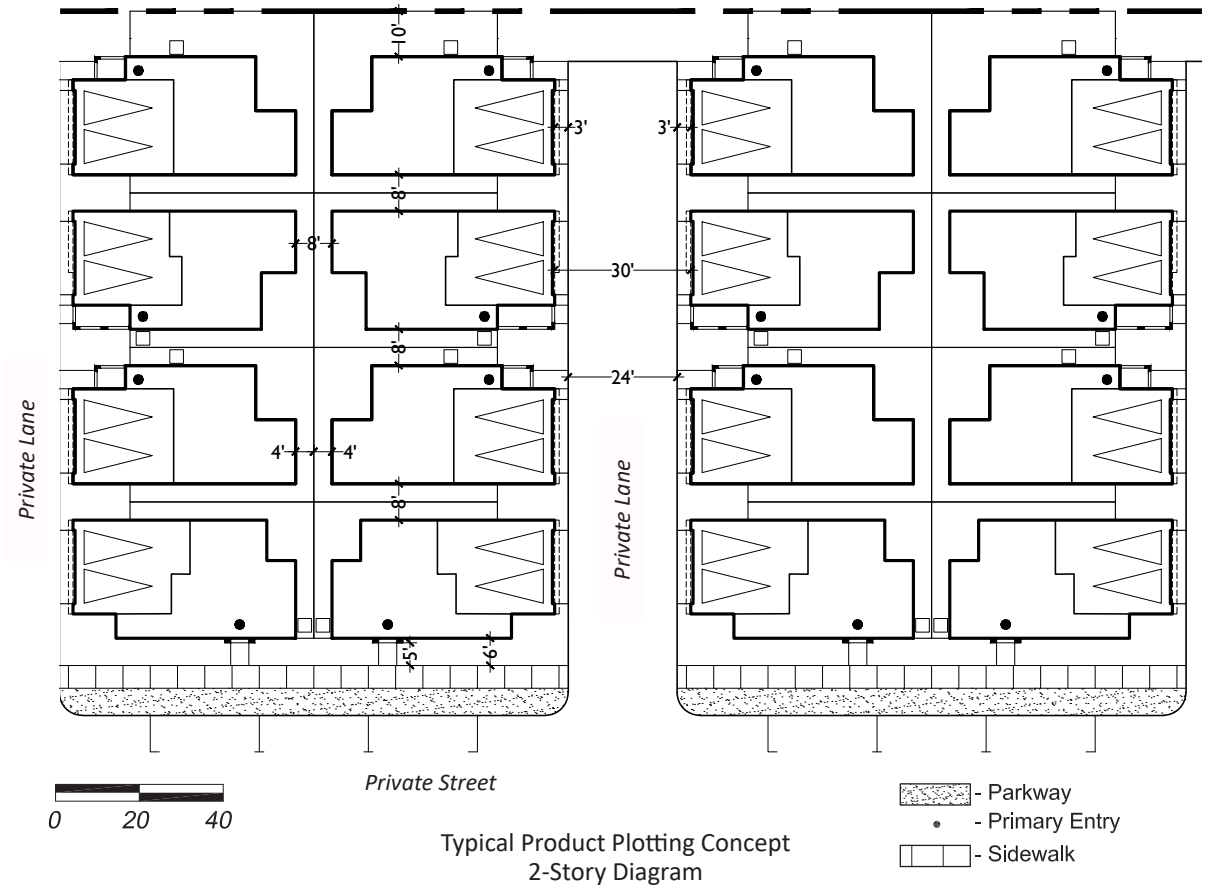
Conventionally-Loaded Lane Homes ~~(up to 12-Plex)~~- Product 3 (PA 2, 3 & 4)



Typical Product Plotting Concept
2-Story Diagram

Note: Auto Court and lane-loaded Private Lanes shall be enhanced with a ribbon of either colored concrete, stamped concrete, pavers or other similar decorative materials.

Conventionally-Loaded Lane Homes- Product 4 (PA 1 & 4)



Typical Product Plotting Concept
2-Story Diagram

Note: Auto Court and lane-loaded Private Lanes shall be enhanced with a ribbon of either colored concrete, stamped concrete, pavers or other similar decorative materials.

B. Detached Green Court Cluster ~~(Up to 8 - 10-Plex)~~ (PA 1, 4, 7 & 8)



Characteristics

- Single-family detached dwellings clustered along paseo/court;
- Automobile access via lanes (private alleys);
- Primary entries and walks face paseo/court or street;
- Private side yards/patios;
- Parking for residents provided in garages or in uncovered resident parking spaces;
- Guest parking provided on local streets, designated parking areas, or as approved by the City; and
- Reciprocal use easements extend private space.

Notes

- Actual acreages, lot sizes, unit counts and densities may vary based on final plans.
- Refer to other areas of Section 7–Residential Design Guidelines, for more specific criteria regarding building design, plotting, styles, materials, details and implementation.
- Refer to other areas of Section 7–Residential Design Guidelines, for specific criteria regarding all landscape design and implementation.
- Typical Product Plotting Concepts are provided for representative purposes only and are not intended to be mandated layouts.

Detached Green Court Cluster ~~(Up to 8 -10-Plex)-~~
Product 1 (PA 1, 4, 7 & 8)



Typical Product Plotting Concept
2-Story Diagram

Table 7-2: Detached Green Court Cluster Development Standards

Building Separation

Front to front living space	13'
Side to side living space	6'

Front (Private Street-Facing) Setbacks - To Back of Sidewalk

Living space	7'
Porch, balcony	3'
Garden wall	3'

Side Setbacks - To Lot Edge

Living space to property line	10'

Rear Setbacks - To Lot Edge

Living space	10'

Garage Setbacks

Garage face to garage face	30'
Garage face to driveway (apron) Drive aprons shall be 5' or less in length or 18' in length or greater.	3'

Maximum Encroachments into Building Setbacks

Second/third floor cantilever over garage	3'
Fireplace, media niche (8' max. length), bay windows furr outs, etc.	2'
Potshelves, brackets, eaves, awnings, eyebrows, canopies, cantilever decks, etc.	Additional 36" over porch or furring setback

Private Open Space Per Unit

Minimum dimension	5'
Total per unit	70 s.f.

Parking

2 spaces per unit, at least 1 space needs to be covered.

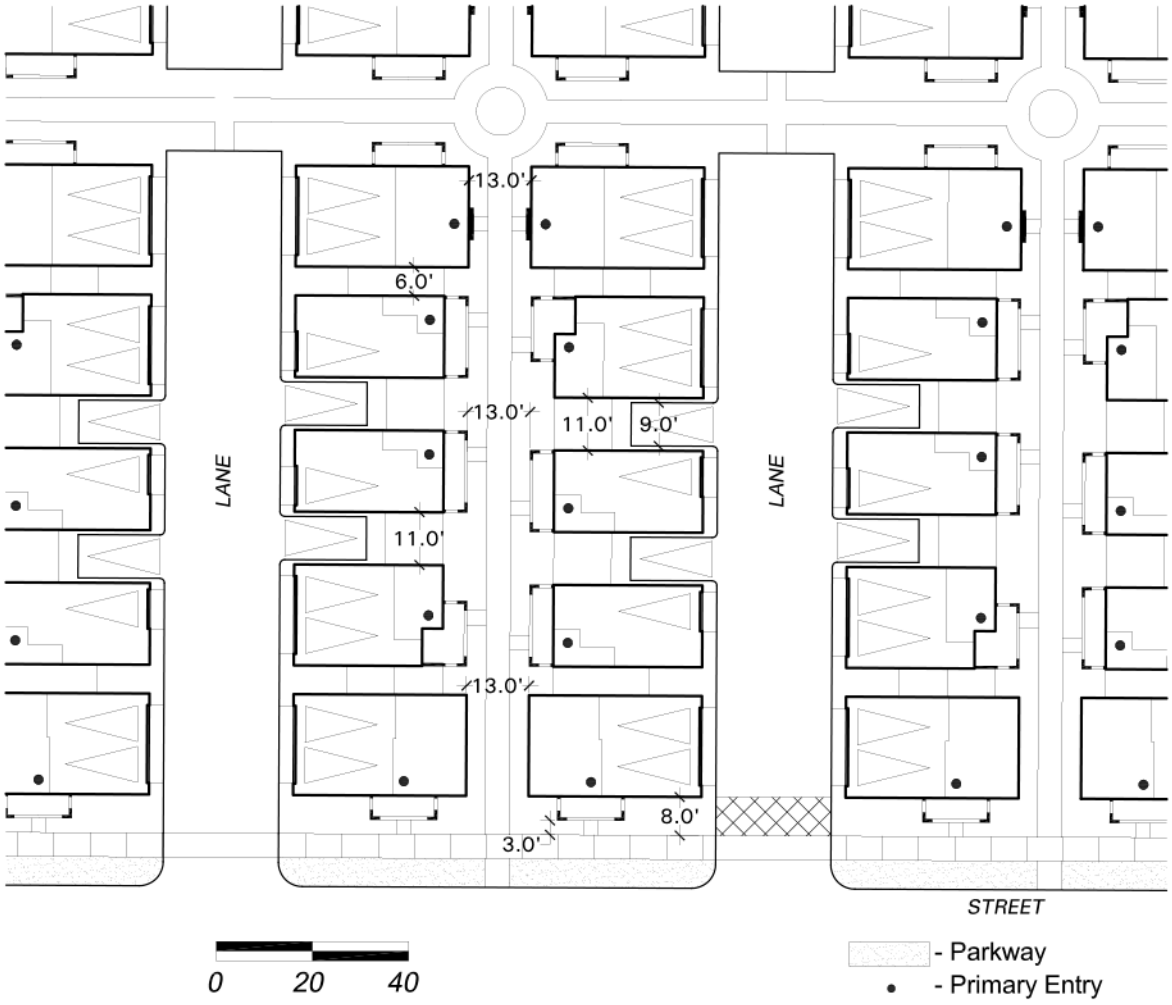
Building Height

Architectural projections may exceed the maximum building height of 42' by an additional 3'.

Note: Green Court pedestrian entries may have decorative arbor (or other similar decorative design feature to enhance pedestrian scale and street scene.

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Detached Green Court Cluster ~~(Up to 8 -10-Plex)~~ - Product 1 (PA 1, 4, 7 & 8)



Note: Auto Court and lane-loaded Private Lanes shall be enhanced with a ribbon of either colored concrete, stamped concrete, pavers or other similar decorative materials.

C. Conventionally Loaded Lane Homes (Full Driveways) (PA 1, 7 & 8)*



Characteristics

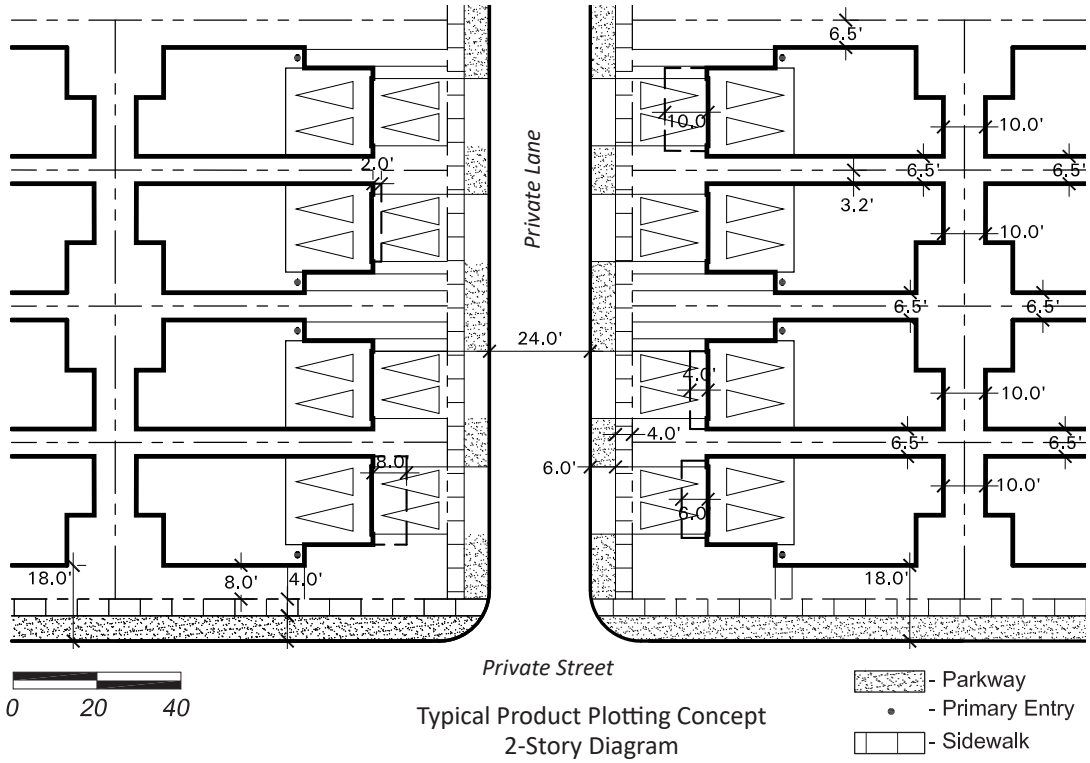
- Conventionally loaded lane homes are dwellings face street or lanes (private alleys);
- Automobile access via streets or lanes (private alleys);
- Primary entries and walks face streets or lanes (private alleys);
- Private yards/patios;
- Reciprocal use easements may extend private spaces on sides of buildings;
- Parking for residents provided in garages and driveways; and
- Guest parking provided on local streets, designated parking areas, or as approved by the City.

Notes

- Actual acreages, lot sizes, unit counts and densities may vary based on final plans.
- Refer to other areas of Section 7–Residential Design Guidelines, for more specific criteria regarding building design, plotting, styles, materials, details and implementation.
- Refer to other areas of Section 7–Residential Design Guidelines, for specific criteria regarding all landscape design and implementation.
- Typical Product Plotting Concepts are provided for representative purposes only and are not intended to be mandated layouts.

Conventionally Loaded Lane Home (Full Driveways) (PA 1, 7 & 8)*

* Proposed product types in each Planning Area are subject to change based on final development submittal.



Typical Product Plotting Concept
2-Story Diagram

Note: Auto Court and lane-loaded Private Lanes shall be enhanced with a ribbon of either colored concrete, stamped concrete, pavers or other similar decorative materials.

Table 7-3: Conventionally Loaded Lane Home Development Standards

Building Separation	
Front to side living space	N/A
Side to side living space	6.5'
Rear living to rear living	10'
Front Setbacks (Private Street Facing) - To Back of Sidewalk	
Living space	8'
Porch, balcony	5'
Garden wall	3'
Garage Setbacks	
Garage face to lane (drive apron) Drive aprons shall be 5' or less in length or 18' in length or greater.	18'
Maximum Encroachments into Building Setbacks	
Second floor cantilever over garage	10'
Private Open Space Per Unit	
Minimum dimension	10'
Total per unit	100 s.f.
Parking	
Per Ontario Development Code	
Building Height	
Architectural projections may exceed the maximum building height of 35' by an additional 5'.	

D. Conventionally Loaded Lane Home (Varied Driveways) (PA 1, 7 & 8)*

* Proposed product types in each Planning Area are subject to change based on final development submittal.





Characteristics

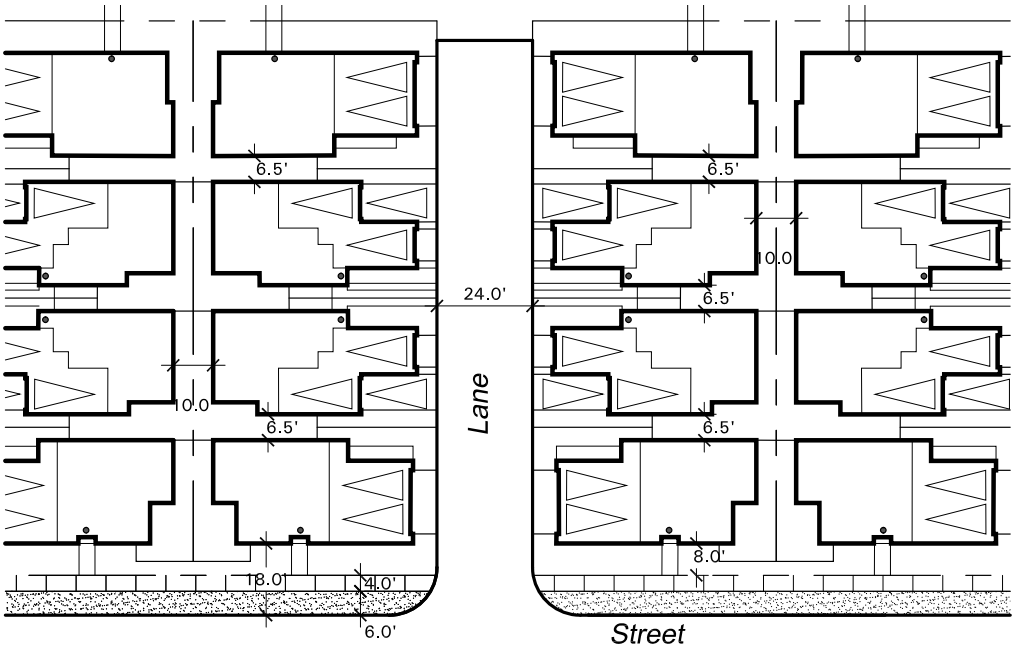
- Conventionally Loaded Lane Homes are detached dwellings face street or lanes (private alleys);
- Automobile access via streets or lanes (private alleys);
- Primary entries and walks face streets or lanes (private alleys);
- Private yards/patios;
- Reciprocal use easements may extend private spaces on sides of buildings;
- Parking for residents provided in garages and driveways; and
- Guest parking provided on local streets, designated parking areas, or as approved by the City.

Notes

- Actual acreages, lot sizes, unit counts and densities may vary based on final plans.
- Refer to other areas of Section 7–Residential Design Guidelines, for more specific criteria regarding building design, plotting, styles, materials, details and implementation.
- Refer to other areas of Section 7–Residential Design Guidelines, for specific criteria regarding all landscape design and implementation.
- Typical Product Plotting Concepts are provided for representative purposes only and are not intended to be mandated layouts.

Conventionally Loaded Lane Home (Varied Driveways) (PA 1, 7 & 8)*

* Proposed product types in each Planning Area are subject to change based on final development submittal.



Note: Auto Court and lane-loaded Private Lanes shall be enhanced with a ribbon of either colored concrete, stamped concrete, pavers or other similar decorative materials.



Typical Product Plotting Concept
2-Story Diagram

- Parkway
- Primary Entry
- Sidewalk

Table 7-4: Conventionally Loaded Lane Home Development Standards

Building Separation	
Front to side living space	6.5'
Side to side living space	6.5'
Rear living to rear living	10'
Front Setbacks (Private Street Facing) - To Back of Sidewalk	
Living space	8'
Porch, balcony	5'
Garden wall	3'
Garage Setbacks	
Garage face to lane (drive apron)	8'
Drive aprons shall be 5' or less in length or 18' in length or greater.	
Maximum Encroachments into Building Setbacks	
Second floor cantilever over garage	2'
Private Open Space Per Unit	
Minimum dimension	10'
Total per unit	100 s.f.
Parking	
Per Ontario Development Code	
Building Height	
Architectural projections may exceed the maximum building height of 35' by an additional 5'	

E. Detached Green Court Paseo Cluster ~~(6 or 8-Plex)~~ (PA 1, 7 & 8)*



Characteristics

- Single-family detached dwellings clustered along paseo/court;
- Automobile access via lanes (private alleys);
- Primary entries and walks face paseo/court or street;
- Private side yards/patios;
- Reciprocal use easements extend private space;
- Parking for residents provided in garages; and
- Guest parking provided on local streets, designated parking areas, or as approved by the City.

Notes

- Actual acreages, lot sizes, unit counts and densities may vary based on final plans.
- Refer to other areas of Section 7–Residential Design Guidelines, for more specific criteria regarding building design, plotting, styles, materials, details and implementation.
- Refer to other areas of Section 7–Residential Design Guidelines, for specific criteria regarding all landscape design and implementation.
- Typical Product Plotting Concepts are provided for representative purposes only and are not intended to be mandated layouts.

Detached Green Court Paseo Cluster ~~(6 or 8-Plex)~~ (PA 1, 7 & 8)*

* Proposed product types in each Planning Area are subject to change based on final development submittal.

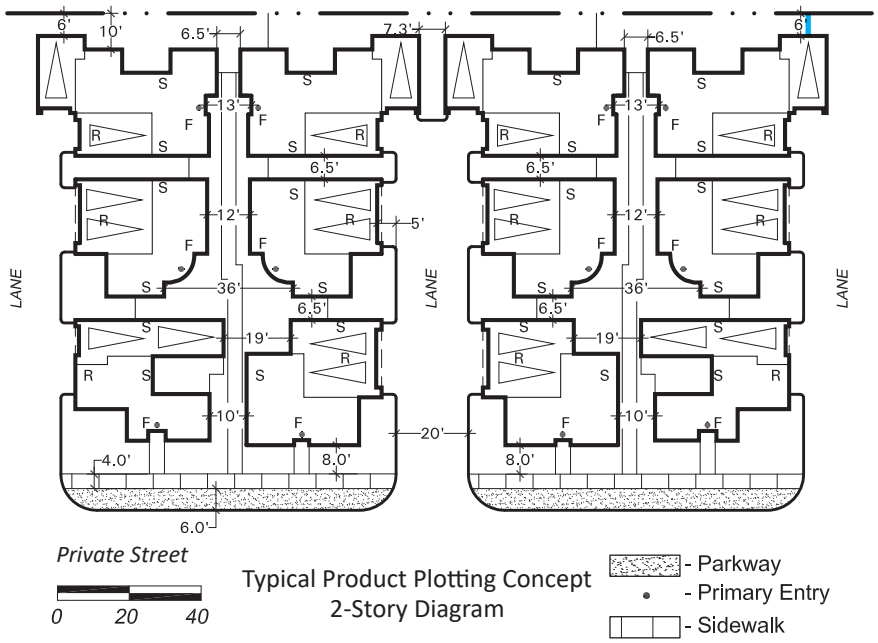


Table 7-5: Detached Green Court Paseo Cluster ~~(6- or 8-Plex)~~ Development Standards

Building Separation

Front to front living space-paseo/court	6.5' to 13'
Side to side living space	6.5'
Opposing entries—door to door	13'

Side Setbacks - To Back of Sidewalk - Private Street Facing

Living space	8'
Porch	5'
Garden wall	3'

Side Setbacks - To Lot Edge

Living space	10'
Non-living space (garage-single story)	6'

Garage Setbacks

Garage face to garage face	30'
Garage face to lane (drive apron)	3'-5'
Living space (to lane edge)	10'

Drive aprons shall be 5' or less in length or 18' in length or greater.
Note: Lane width will increase to 24' when the length exceeds 150'

Maximum Encroachments into Building Setbacks

Fireplace, media niche (8' max length), bay windows (cantilevered) potshelves, brackets, etc.	1.5'*
Second floor cantilever over garage	2'

Private Open Space Per Unit

Minimum dimension	7'
Total per unit	70 s.f.

Parking

Per Ontario Development Code

Building Height

Architectural projections may exceed the maximum building height of 35' by an additional 5'.

* 3' min. from PL

Note: Green Court pedestrian entries may have decorative arbor (or other similar decorative design feature to enhance pedestrian scale and street scene.

F. Semi-Detached Green Court Cluster ~~(8 to 10 Plex)~~ (PA 1, 6, 7 & 8)*



Characteristics

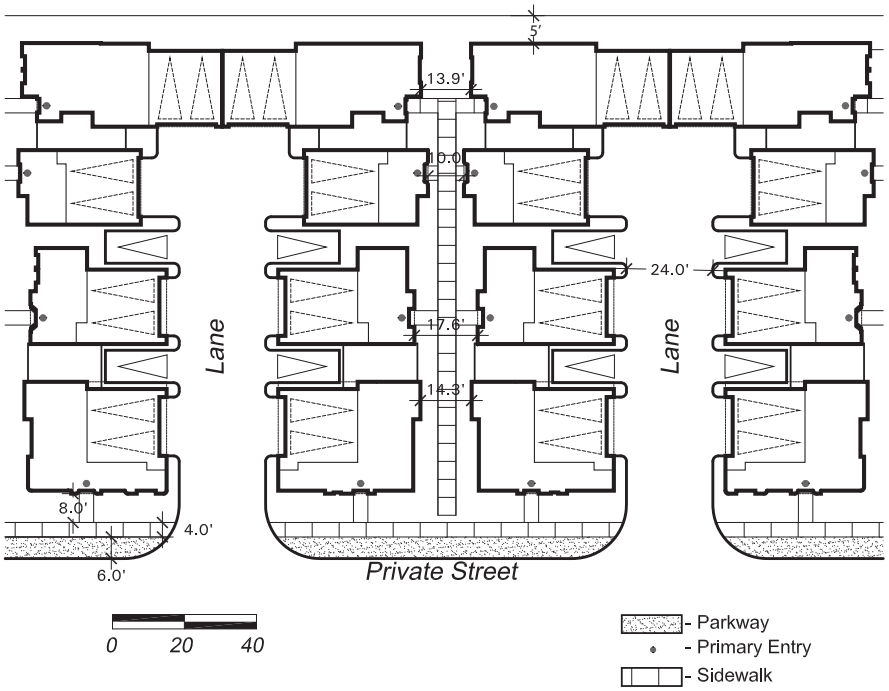
- Single-family detached dwellings clustered around Auto Court;
- Automobile access via common auto court driveway;
- Primary entries and walks face auto court or street;
- Private side and rear yards;
- Parking for residents provided in garages;
- Guest parking provided on local streets, designated parking areas, or as approved by the City; and
- Reciprocal use easements extend private space.

Notes

- Actual acreages, lot sizes, unit counts and densities may vary based on final plans.
- Refer to other areas of Section 7–Residential Design Guidelines, for more specific criteria regarding building design, plotting, styles, materials, details and implementation.
- Refer to other areas of Section 7–Residential Design Guidelines, for specific criteria regarding all landscape design and implementation.
- Typical Product Plotting Concepts are provided for representative purposes only and are not intended to be mandated layouts.
- Detached Green Court Cluster can be configured with up to 10 units.

Semi-Detached Green Court Cluster ~~(8 to 10-Plex)~~ (PA 1, 6, 7 & 8)*

* Proposed product types in each Planning Area are subject to change based on final development submittal.



Typical Product Plotting Concept
2-3 Story Diagram

Table 7-6: Semi-Detached Green Court Cluster Development Standards

Building Separation

Front to front living space	10'
Side to side living space	8' or 2" airspace

Front (Private Street-Facing) Setbacks - To Back of Sidewalk

Living space	8'
Porch, balcony	5'
Garden wall	3'

Side Setbacks - To Lot Edge

Living space to property line	4'

Rear Setbacks - To Lot Edge

Living space	~~10~~5'

Garage Setbacks

Garage face to garage face	30'
Garage face to driveway (apron) Drive aprons shall be 5' or less in length or 18' in length or greater. .	~~3~~2'-5'

Note: Lane width will increase to 24' when the length exceeds 150'

Maximum Encroachments into Building Setbacks

Fireplace, media niche (8' max length), bay windows (cantilevered), potshelves, brackets, etc.	2'*
Second floor cantilever over garage	2'

Private Open Space Per Unit

Minimum dimension	~~7~~6'
Total per unit	70 s.f.

Parking

Per Ontario Development Code

Building Height 45'

~~Architectural projections may exceed the maximum building height of 42' by an additional 3'.~~

* 3' min. from PL

Note: Green Court pedestrian entries may have decorative arbor (or other similar decorative design feature to enhance pedestrian scale and street scene.

G. Detached Auto Court Cluster (Full Driveways) (PA 1, 7 & 8)*





Characteristics

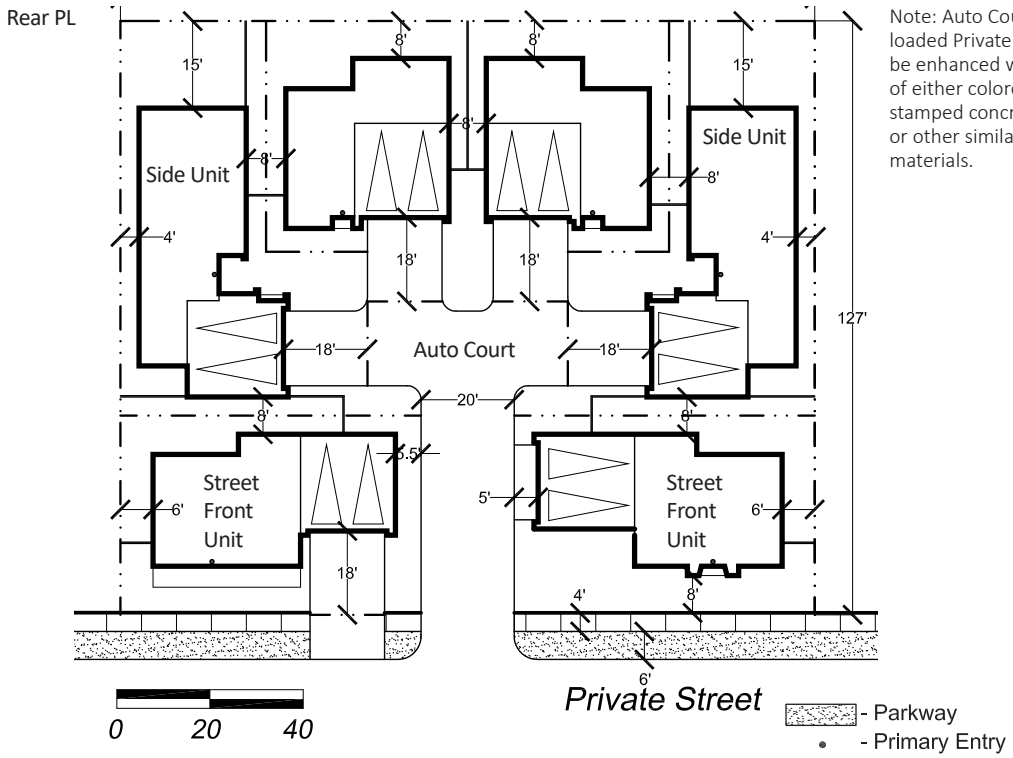
- Single-family detached dwellings clustered around auto court;
- Automobile access via common auto court driveway;
- Primary entries and walks face auto court or street
- Private side and rear yards;
- Parking for residents provided in garages; and
- Guest parking provided on local streets, designated parking areas, or as approved by the City.
- Reciprocal use easements extend private space

Notes

- Actual acreages, lot sizes, unit counts and densities may vary based on final plans.
- Refer to other areas of Section 7–Residential Design Guidelines, for more specific criteria regarding building design, plotting, styles, materials, details and implementation.
- Refer to other areas of Section 7–Residential Design Guidelines, for specific criteria regarding all landscape design and implementation.
- Typical Product Plotting Concepts are provided for representative purposes only and are not intended to be mandated layouts.

Detached Auto Court Cluster **(Full Driveways)** (PA 1, 7, & 8)*

* Proposed product types in each Planning Area are subject to change based on final development submittal.



Note: Auto Court and lane-loaded Private Lanes shall be enhanced with a ribbon of either colored concrete, stamped concrete, pavers or other similar decorative materials.

Typical Product Plotting Concept
2 - 3 Story Diagram

Table 7-7: Detached Auto Court Cluster ~~(6-Plex)~~ Development Standards

Building Separation

Front to side living space	8' (4'+4')
Side to side living space	8' (4'+4')

Front Setbacks (Private Street Facing) - To Back of Sidewalk

Living space	8'
Porch, balcony	5'
Garden wall	3'

Side Setbacks - To Lot Edge

Living space	4'

Garage Setbacks

Garage facing street	18'
Garage face to garage face	30'
Garage face to lane (drive apron) Drive aprons shall be 5' or less in length or 18' in length or greater.	5'

Note: Lane width will increase to 24' when the length exceeds 150'

Maximum Encroachments into Building Setbacks

Fireplace, media niche (8' max length), bay windows (cantilevered), potshelves, brackets, etc.	2'*
Second floor cantilever over garage	2'

Private Open Space Per Unit

Minimum dimension	8'
Total per unit	100' s.f.

Parking

Per Ontario Development Code

Building Height 45'

~~Architectural projections may exceed the maximum building height of 35' by an additional 5'.~~

*3' min. from PL

H. Detached Auto Court Cluster (Varied Driveways) (PA 1, 7 & 8)*



Characteristics

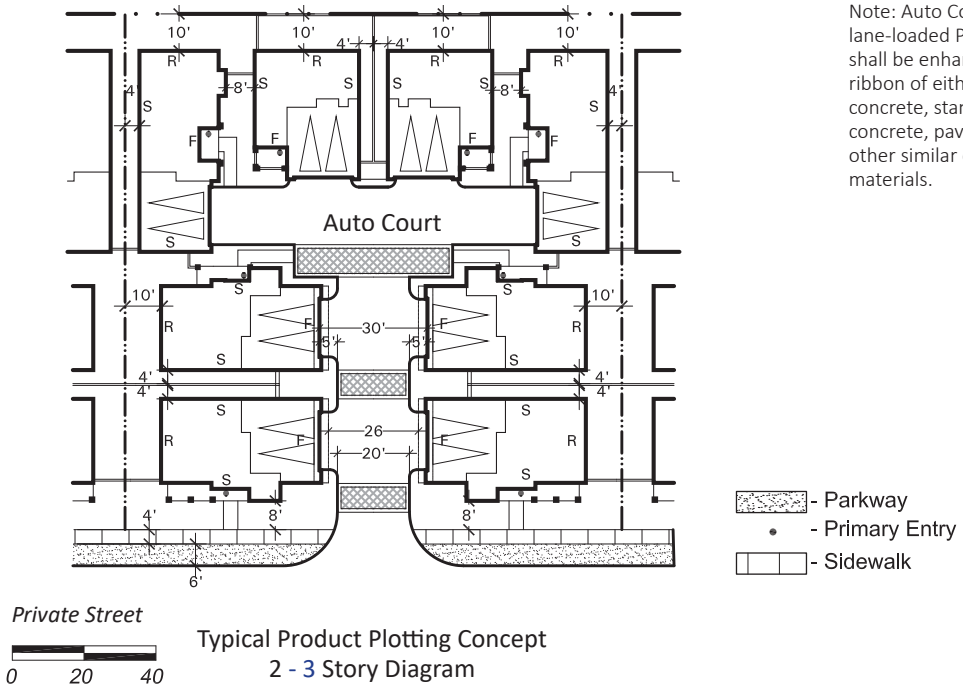
- Single-family detached dwellings clustered around auto court;
- Automobile access via common auto court driveway;
- Primary entries and walks face auto court or street;
- Private side and rear yards;
- Parking for residents provided in garages;
- Guest parking provided on local streets, designated parking areas, or as approved by the City; and
- Reciprocal use easements extend private space.

Notes

- Actual acreages, lot sizes, unit counts and densities may vary based on final plans.
- Refer to other areas of Section 7—Residential Design Guidelines, for more specific criteria regarding building design, plotting, styles, materials, details and implementation.
- Refer to other areas of Section 7—Residential Design Guidelines, for specific criteria regarding all landscape design and implementation.
- Typical Product Plotting Concepts are provided for representative purposes only and are not intended to be mandated layouts.

Detached Auto Court Cluster (Varied Driveways) (PA 1, 7 & 8)*

* Proposed product types in each Planning Area are subject to change based on final development submittal.



Note: Auto Court and lane-loaded Private Lanes shall be enhanced with a ribbon of either colored concrete, stamped concrete, pavers or other similar decorative materials.

Typical Product Plotting Concept
2 - 3 Story Diagram

Table 7-8: Detached Auto Court Cluster ~~(6- or 8-Plex)~~ Development Standards

Building Separation

Front to side living space	8'
Side to side living space with entrance	10'
Side to side living space	8' (4'+4')

Side Setbacks - To Back of Sidewalk - Private Street Facing

Living space	8'
Porch, balcony	5'
Garden wall	3'

Rear Setbacks - To Lot Edge

Living space	10'

Garage Setbacks

Garage face to garage face	30'
Garage face to driveway (apron)	3'-5'

Drive aprons shall be 5' or less in length or 18' in length or greater.

Note: Lane width will increase to 24' when the length exceeds 150'

Maximum Encroachments into Building Setbacks

Fireplace, media niche (8' max length), bay windows (cantilevered), potshelves, brackets, etc.	2'*
Second floor cantilever over garage	2'

Private Open Space Per Unit

Minimum dimension	10'
Total per unit	100 s.f.

Parking

Per Ontario Development Code

Building Height 45'

~~Architectural projections may exceed the maximum building height of 42' by an additional 5'~~.

* 3' min. from PL

Parkside

I. Attached Duplex (PA 5, 9, 10, 11, 12, ~~14~~, 15, 16, 17, & 18)*



Not to Scale

Characteristics

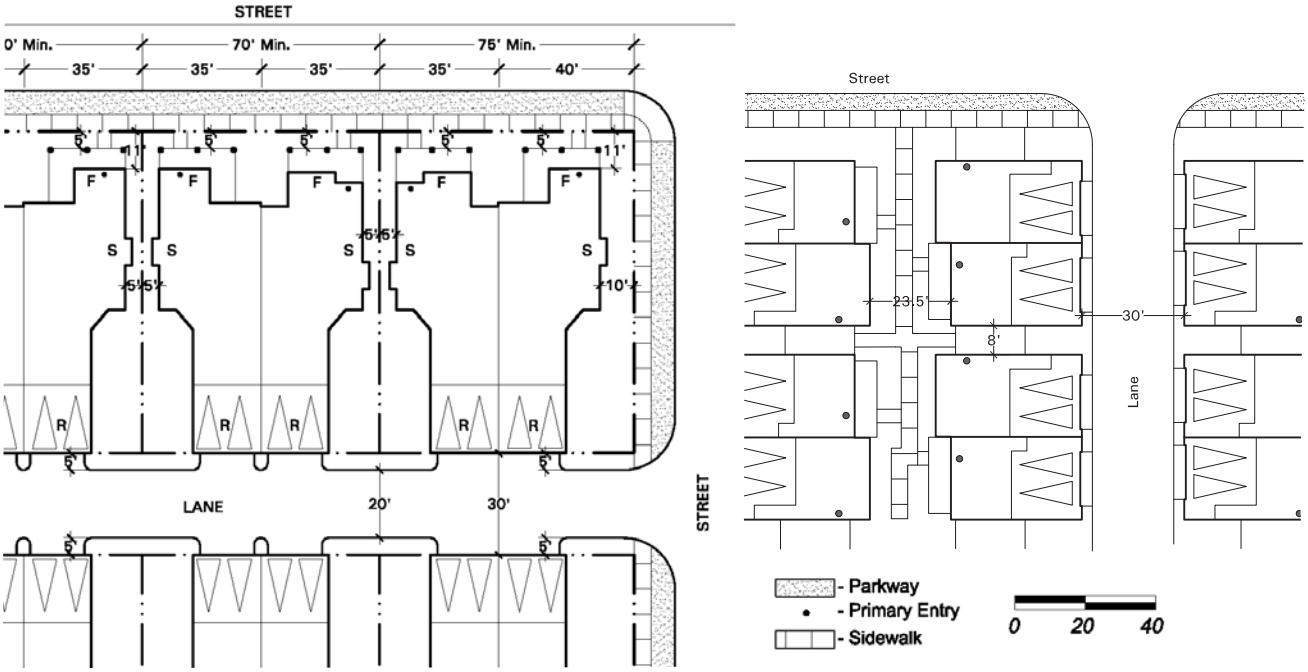
- Single-family attached dwelling;
- Oriented toward street or paseos;
- Lane (private alley) loaded automobile access;
- Paired homes enter from front or side;
- Private rear or side yards or patios;
- Parking for residents provided in garages; and
- Guest parking provided on local streets, designated parking areas, or as approved by the City.

Notes

- Actual acreages, lot sizes, unit counts and densities may vary based on final plans.
- Refer to other areas of Section 7–Residential Design Guidelines, for more specific criteria regarding building design, plotting, styles, materials, details and implementation.
- Refer to other areas of Section 7–Residential Design Guidelines, for specific criteria regarding all landscape design and implementation.
- Typical Product Plotting Concepts are provided for representative purposes only and are not intended to be mandated layouts.

Attached Duplex (PA 5, 9, 10, 11, 12, ~~14~~, 15, 16, 17, & 18)*

* Proposed product types in each Planning Area are subject to change based on final development submittal.



Typical Product Plotting Concept
2-Story Diagram

Table 7-9: Attached Duplex Development Standards

Front Setbacks

Front to Front living space	23.5'

Side Setbacks

Side to side living space	~~10~~ 8' (~~5~~ 4' + ~~5~~ 4')

Side Setbacks at Corners - To Back of Sidewalk

Living space	11'
Living space (2-story)	10'
Living space (3-story)	15'
Porch or balcony	5'
Garden wall	3'

Rear Setbacks

Living space (ground floor) to property line	~~25'~~ 10'

Note: Maximum lot coverage is 60%.

Garage Setbacks

Garage	5' (15' to center line of alley)
Garage face to garage face	30'
Garage face to lane	3'-5'*

Drive aprons shall be 5' or less in length or 18' in length or greater.

Maximum Encroachments into Building Setbacks

Fireplace, media niche (8' max length), bay windows (cantilevered), potshelves, brackets, etc.	2'

Up to one encroachment of 6' is allowed for required patio along a paseo or green court.

Private Open Space Per Unit

Minimum dimension	~~7'~~ 6'
Total per unit	~~150 s.f.~~ 120 s.f.

Parking ~~9' x 18' Clear~~

Per Ontario Development Code

Building Height

Architectural projections may exceed the maximum building height of 35' by an additional 5'.

* Measurement is to be taken from the inside of the curb

J. Attached Triplex (PA 5, 9, 10, 11, 12, 14, 15, 16, 17 & 18)*



Characteristics

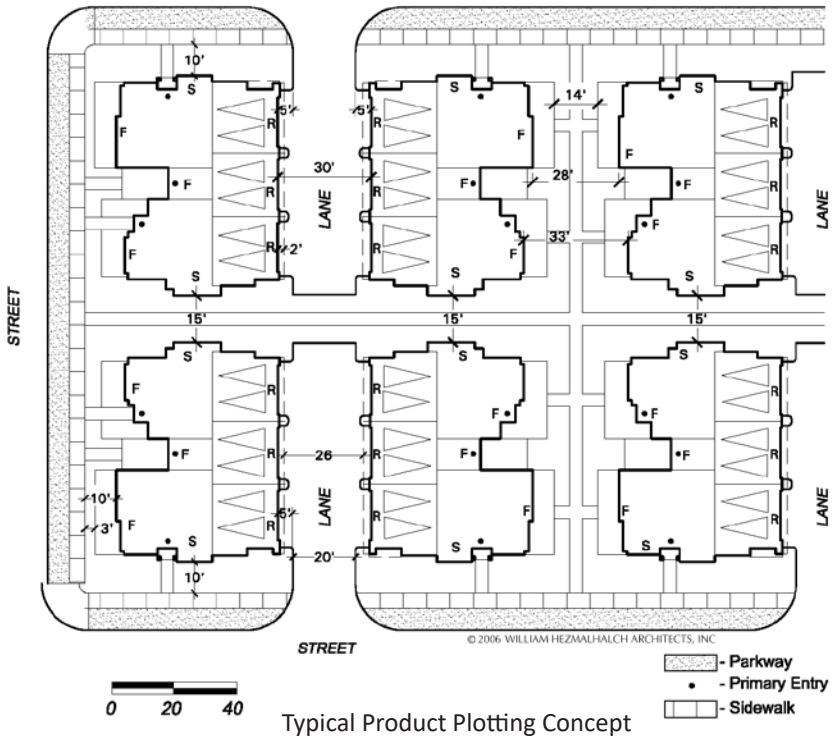
- Attached multi-family dwellings face street or green court;
- Automobile access via lanes (private alleys);
- Primary entries and walks face green court or street;
- Private courtyards/patios and common open space;
- Parking for residents provided in garages; and
- Guest parking provided on local streets, designated parking areas, or as approved by the City;

Notes

- Actual acreages, lot sizes, unit counts and densities may vary based on final plans.
- Refer to other areas of Section 7–Residential Design Guidelines, for more specific criteria regarding building design, plotting, styles, materials, details and implementation.
- Refer to other areas of Section 7–Residential Design Guidelines, for specific criteria regarding all landscape design and implementation.
- Typical Product Plotting Concepts are provided for representative purposes only and are not intended to be mandated layouts.

Attached Triplex (PA 5, 9, 10, 11, 12, 14, 15, 16, 17 & 18)*

* Proposed product types in each Planning Area are subject to change based on final development submittal.



Typical Product Plotting Concept
2-Story Diagram

Table 7-10: Triplex Development Standards

Building Separation

Front to front living space

28' minimum/35' average- up to 20% of building length 30'- central court

Front to side	25'
Porch/balcony to porch/balcony	14'
Porch/balcony to side	15'
Side to side	15'
Side to front	22'

Front Setbacks - To Back of Sidewalk- Private Street Facing

Living space	10'
Living space (2-story)	15'
Living space (3-story)	20'
Porch/balcony	5'
Garden wall	3'

Side Setbacks

Living space to back of sidewalk	10'
Porch/balcony to back of sidewalk	5'
Garden wall to back of sidewalk	3'

Garage Setbacks

Garage face to garage face	30'
Garage face to lane (drive apron)	3'-5'*

Drive aprons shall be 5' or less in length or 18' in length or greater.

Living space over garage- min. offset or max. cantilever from face of garage	2'

Note: Lane width may be increased to 24' when the lane length exceeds 150'.

Maximum Encroachments into Building Setbacks

Fireplace, media niche (8' max length), bay windows (cantilevered), potshelves, brackets, etc.	2'

Private Open Space Per Unit

Minimum dimension	7'
Total per unit	150 s.f.

Parking ~~9' x 18' Clear~~

Per Ontario Development Code

Building Height

Architectural projections may exceed the maximum building height of 35' by an additional 5'.

*Measurement is to be taken from the inside of the curb.

K. Attached Higher Density Townhomes (PA 5, 9, 10, 11, 12, 14, 15, 16, 17 18)*



Characteristics

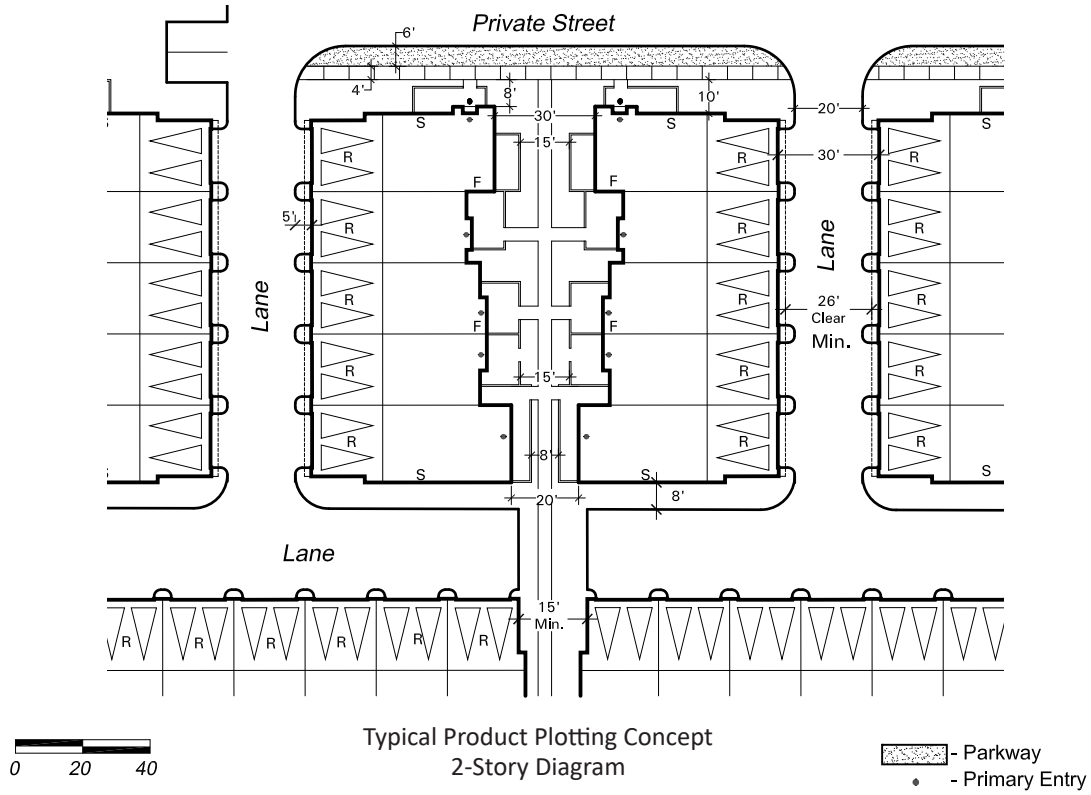
- Attached multi-family dwellings face street or green court;
- Automobile access via lanes (private alleys);
- Primary entries and walks face green court or street;
- Private courtyards/patios;
- Parking for residents provided in garages; and
- Guest parking provided on local streets, designated parking areas, or as approved by the City.

Notes

- Actual acreages, lot sizes, unit counts and densities may vary based on final plans.
- Refer to other areas of Section 7–Residential Design Guidelines, for more specific criteria regarding building design, plotting, styles, materials, details and implementation.
- Refer to other areas of Section 7–Residential Design Guidelines, for specific criteria regarding all landscape design and implementation.
- Typical Product Plotting Concepts are provided for representative purposes only and are not intended to be mandated layouts.

Attached Higher Density Townhomes (PA 5, 9, 10, 11, 12, 14, 15, 16, 17 18)*

* Proposed product types in each Planning Area are subject to change based on final development submittal.



Typical Product Plotting Concept
2-Story Diagram

Table 7-11: Attached Higher Density Townhomes Development Standards

Building Separations

Front to front living space	20' minimum/25' average- up to 20% of building length 30'- central court
Front to side living space	25'
Porch/balcony to porch/balcony	14'
Porch/balcony to side	15'
Side to side living space	15'
Opposing entries- door to door	20'

Front Setbacks - To Back of Sidewalk - Private Street Facing

Living space	10'
Living space (2-story)	15'
Living space (3-story)	20'
Porch/balcony	5'
Garden wall	3'

Side Setbacks - To Back of Sidewalk - Street Facing

Living space to back of sidewalk	10'
Porch/balcony to back of sidewalk	5'
Garden wall to back of sidewalk	3'
Living space to back of curb (in alley)	8'

Garage Setbacks

Garage face to garage face	30'
Garage face to lane (drive apron)	3'-5'*

Drive aprons shall be 5' or less in length or 18' in length or greater.

Living space over garage- min. offset or max. cantilever from face of garage	2'

Note: Lane width will increase to 24' when the length exceeds 150'

Maximum Encroachments into Building Setbacks

Fireplace, media niche (8' max length), bay windows (cantilevered), potshelves, brackets, etc.	2'

Private Open Space Per Unit

Minimum dimension	7'
Total per unit	150 s.f.

Parking ~~9' x 18' Clear~~

Per Ontario Development Code

Building Height

Architectural projections may exceed the maximum building height of 35' by an additional 5'.

*Measurement is to be taken from the inside of the curb.

L. Attached Row Townhomes (PA 5, 9, 10, 11, 12, 13, 14, 15, 16, 17, & 18)*



Characteristics

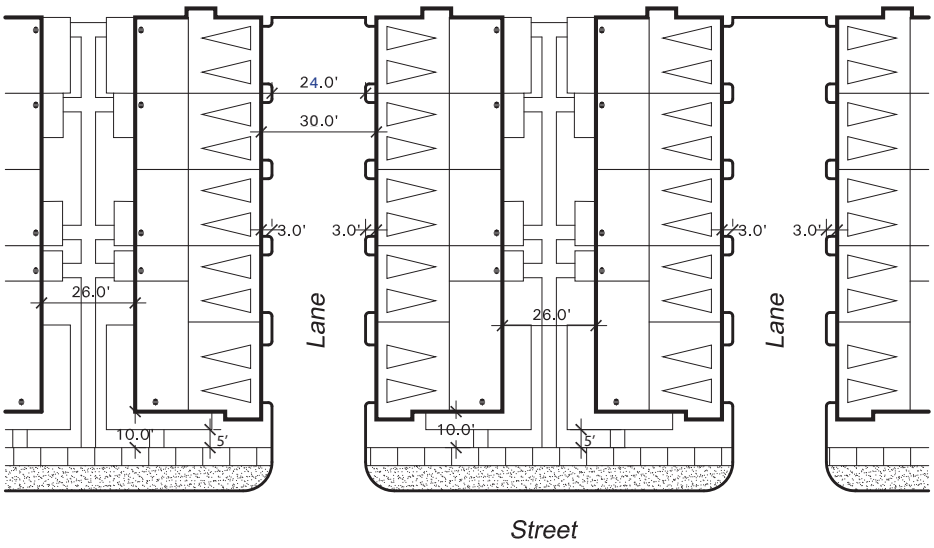
- Attached multi-family dwellings face street or green court;
- Automobile access via lanes (private alleys);
- Primary entries face street or common open space;
- Private patios/courtyards;
- Parking for residents provided in garages; and
- Guest parking provided on local streets, designated parking areas, or as approved by the City.

Notes

- Actual acreages, lot sizes, unit counts and densities may vary based on final plans.
- Refer to other areas of Section 7–Residential Design Guidelines, for more specific criteria regarding building design, plotting, styles, materials, details and implementation.
- Refer to other areas of Section 7–Residential Design Guidelines, for specific criteria regarding all landscape design and implementation.
- Typical Product Plotting Concepts are provided for representative purposes only and are not intended to be mandated layouts.

Attached Row Townhomes (PA 5, 9, 10, 11, 12, 13, 14, 15, 16, 17, & 18)*

* Proposed product types in each Planning Area are subject to change based on final development submittal.



0 20 40

Typical Product Plotting Concept
3-Story Diagram with Tandem and Two-Car Garages

- Parkway
- Primary Entry
- Sidewalk

Table 7-12: Attached Townhomes Development Standards

Building Setbacks	
Front to front living space	26' minimum
Side to side	10'
Front Setbacks (Private Street Facing) - To Back of Sidewalk	
Living space	10'
Porch	5'
Garden wall	5’
Garage Setbacks	
Garage face to garage face	30'
Garage face to lane (drive apron)	3'-5'
Drive aprons shall be 5’ or less in length or 18’ in length or greater.	
Note: Lane width will increase to 26' when the length exceeds 150'	

Maximum Encroachments into Building Setbacks	
Fireplace, media niche (8' max length), bay windows (cantilevered), potshelves, brackets, etc.	2'*
Second floor cantilever over garage	2'
Private Open Space Per Unit	
Minimum dimension	5'
Total per unit	50 s.f.
Parking	~~9’ x 18’ Clear~~
Per Ontario Development Code	
Building Height	45'
~~Architectural projections may exceed the maximum building height of 42' by an additional 3'.~~	

*3' from PL

M. Attached Auto Court Cluster ~~(10- to 14-Plex)~~ (PA 6, ~~&~~ 13, 14, 15, 16 & 18)*



Characteristics

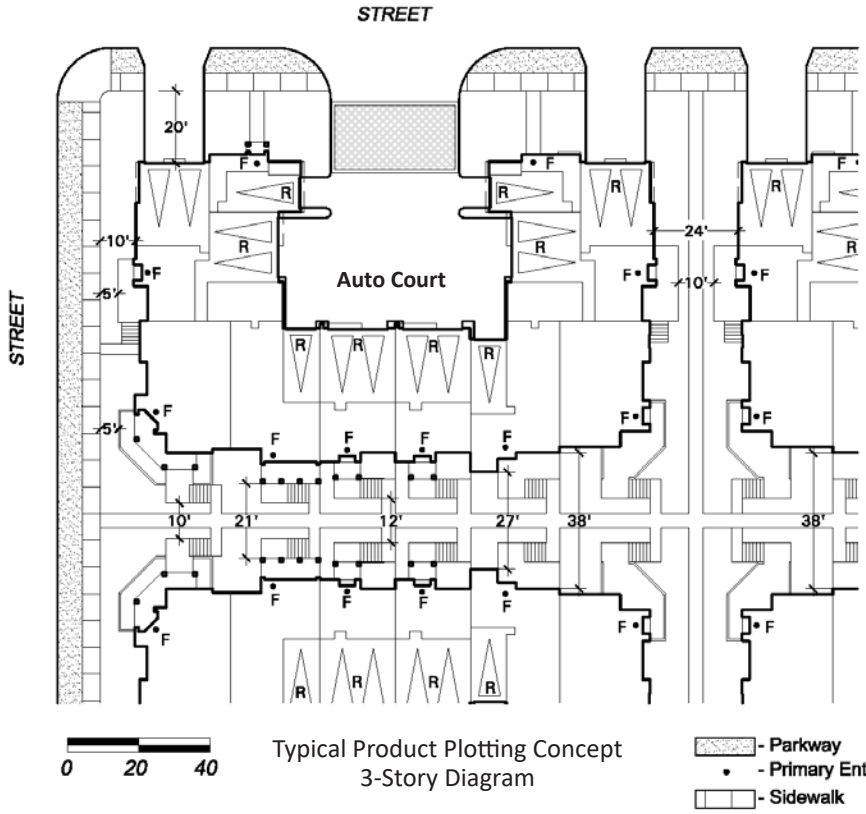
- Living spaces oriented toward streets or paseos;
- Homes enter from front, side and lane;
- Lane to Auto Court vehicle access;
- Homes have courtyards, porches or balconies;
- Parking for residents provided in 1- or 2-car garages; and
- Guest parking provided on local streets, designated parking areas, or as approved by the City.

Notes:

- Actual acreages, lot sizes, unit counts and densities may vary based on final plans.
- Refer to other areas of Section 7–Residential Design Guidelines, for more specific criteria regarding building design, plotting, styles, materials, details and implementation.
- Refer to other areas of Section 7–Residential Design Guidelines, for specific criteria regarding all landscape design and implementation.
- Typical Product Plotting Concepts are provided for representative purposes only and are not intended to be mandated layouts.

Attached Auto Court Cluster ~~(10- to 14-Plex)~~ (PA 6, ~~&~~ 13, 14, 15, 16 & 18)*

* Proposed product types in each Planning Area are subject to change based on final development submittal.



Note: Auto Court and lane-loaded Private Lanes shall be enhanced with a ribbon of either colored concrete, stamped concrete, pavers or other similar decorative materials.

Table 7-13: Attached Auto Court Cluster ~~(10- to 14-Plex)~~ Development Standards

Building Separation	
Front to front	32' minimum
Porch/balcony to porch/balcony	21'
Opposing entries- door to door	36'
Front Setbacks - To Back of Sidewalk	
Living space	10'
Living space (2-story)	15'
Living space (3-story)	20'
Porch/balcony- street facing	5'
Garden wall	3'
Note: Decorative paving to be provided at the entrance of the motor court area.	
Garage Setbacks	
Living space over garage- min. offset or max. cantilever from face of garage	2’
Drive aprons shall be 5’ or less in length or 18’ in length or greater.	
Maximum Encroachments into Building Setbacks	
Fireplace, media niche (8' max length), bay windows (cantilevered), potshelves, brackets, etc.	2.5'
Private Open Space Per Unit	
Minimum dimension	7'
Total per unit	150 s.f.
Parking	~~9’ x 18’ Clear~~
Per City of Ontario Development Code	
Building Height	45'
~~Architectural projections may exceed the maximum building height of 42' by an additional 3'.~~	
Note: Lane width may be increased to 24’ when the lane length exceeds 150’.	

7.7 Landscape

7.7.1 Introduction

Careful consideration has been given to the design of the community landscape character for the Specific Plan area. The following design guidelines are organized to help define the landscape design principles for the Specific Plan. Observing these guidelines will help to assure the "design vision" and integrity of this planned community.

7.7.2 Overall Streetscapes and Entries

All landscape plans, streetscape plans, and graphic designs with regard to community identity, neighborhood identity, or entry monumentation shall conform to the guidelines as set forth herein, and shall be subject to review and approval by the City. Conceptual design for all public and private landscaping, streetscape and entries shall maintain a cohesive design character in massing, form, and texture, and provide compatibility with future designs for the Great Park. Landscaped materials (trees, shrubs, vines, and groundcovers) shall be provided per the Ontario Ranch Streetscape Master Plan (Streetscape Master Plan).

7.7.3 Perimeter Streetscape Design

Streetscape design guidelines establish a hierarchy for the landscape development along the surrounding roadways, as well as establishing a framework for consistency of design. All streetscape design including the neighborhood edges shall be in substantial conformance with the Streetscape Master Plan. The design are subject to change dues to NPDES standards and must be approved by the City. Four major arterials surround the Specific Plan area: Archibald Ave. to the east, Ontario Ranch Rd. to the north, Eucalyptus Ave. to the south, and Carpenter Ave. to the west. Landscape easements associated with these roadways have also been defined.

Landscape development surrounding this community will help to set the character, while maintaining consistency with the City's pedestrian pathway system illustrated on the Multipurpose Trails and Bikeway Corridor Plan of Policy Plan (General Plan) component of The Ontario Plan.

Bus shelter design, if located on perimeter or interior streetscapes, shall incorporate architectural character/ design which is consistent with the neighborhood or streetscape theme.

Archibald Ave.

Archibald Ave. streetscape along the residential areas shall include the following:

- A landscaped median (26 feet wide) with a single row of street trees per the Streetscape Master Plan;
- Landscaping within the parkway (7-foot wide minimum (west side) with a row of street trees per the Streetscape Master Plan along both sides of the street;
- A 5-foot wide sidewalk separated from the 8-foot wide multi-purpose trail with a 5-foot wide landscape area along the west side of the street;
- A landscaped neighborhood edge (NE) of 50 feet measured from face of curb to perimeter wall on the west side of the street with 25 feet of buffer landscape; and

- Background trees and shrub masses planted in series of layers (foreground, midground, background) to help define borders and plant grouping while combining interesting foliage textures and color. Tree species per Streetscape Master Plan.
- Refer to the streetscape cross section Exhibit 7-3: Archibald Ave. Streetscape for illustration.

Eucalyptus Ave.

Eucalyptus Ave. streetscape shall include the following:

- A landscaped parkway strip (7-foot wide minimum) with a single row of street trees per the Streetscape Master Plan along the north side of the street;
- A shared 13-foot wide sidewalk/multi-purpose trail with an additional 5 feet of landscape along the north side of the street;
- A landscape easement of 35 feet measured from face of curb to perimeter wall on the north side of the street;
- Background trees and shrub masses planted in series of layers (foreground, midground, and background) to help define borders and plant groupings while combining interesting foliage textures and color. Tree species per the Streetscape Master Plan;
- Refer to streetscape cross section Exhibit 7-4: Eucalyptus Ave. Streetscape for illustration.

Ontario Ranch Rd.

Ontario Ranch Rd. streetscape along the residential areas shall include the following:

- A landscaped parkway (~~7~~ 10-foot wide minimum) with a single row of street trees per the Streetscape Master Plan along both sides of the street;
- A 5-foot sidewalk separated from the 8-foot wide multi-purpose trail with 5 feet of landscape along the south side of the street;
- A Neighborhood Edge of 50 feet measured from face of curb to perimeter wall on the south side of the street with 25 feet of buffer landscape;
- Background trees and shrub masses planted in series of layers (foreground, midground, background) to help define borders and plant groupings while combining interesting foliage textures and color. Tree species per the Streetscape Master Plan;
- Refer to the streetscape cross section Exhibit 7-5: Ontario Ranch Rd. Streetscape for illustration.

Carpenter Ave.

Carpenter Ave. streetscape shall include the following:

- A landscaped parkway (8 feet wide) with a single row of street trees along east side of the street;
- A 5-foot sidewalk on the east side of Carpenter Ave.;
- A Neighborhood Edge of 23 feet measured from face of curb to perimeter wall on the east side of the street with 10 feet of buffer landscape;
- Background trees and shrub masses planted in series of layers (foreground, midground, background) to help define borders and plant groupings while combining interesting foliage textures and color; and
- Refer to the streetscape cross section Exhibit 7-6: Carpenter Ave. Streetscape for illustration.

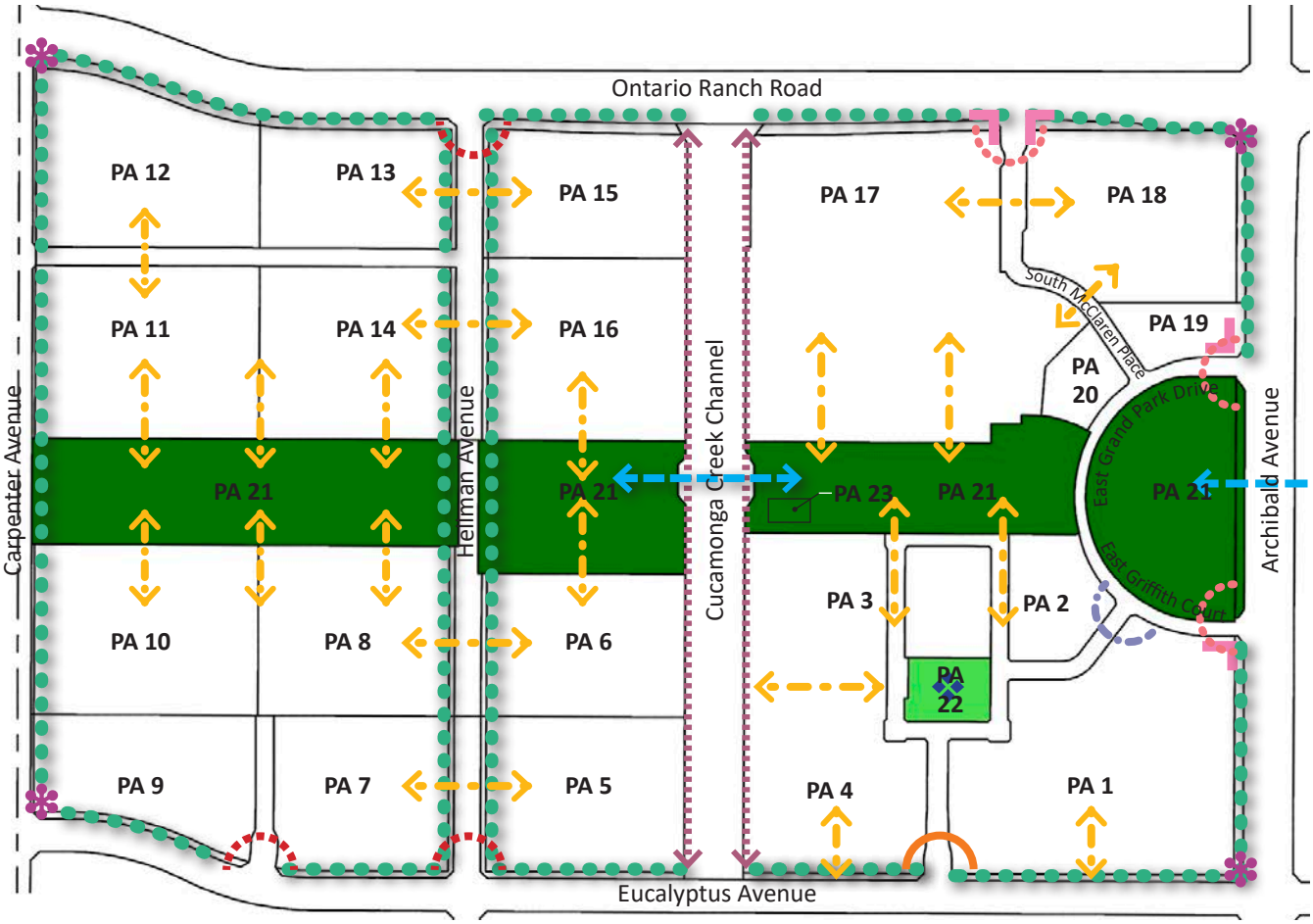
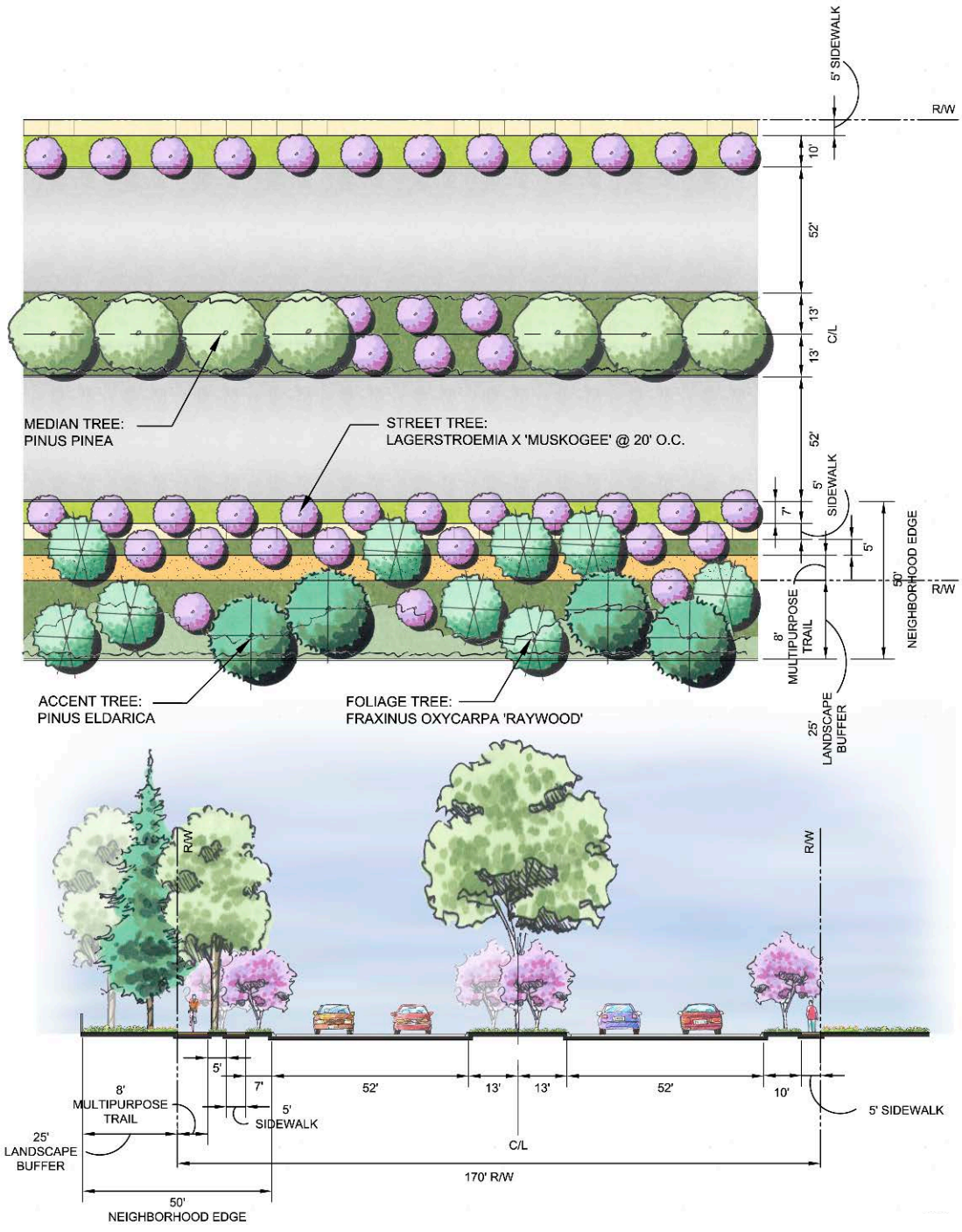


Exhibit 7-2: Conceptual Streetscape Master Plan

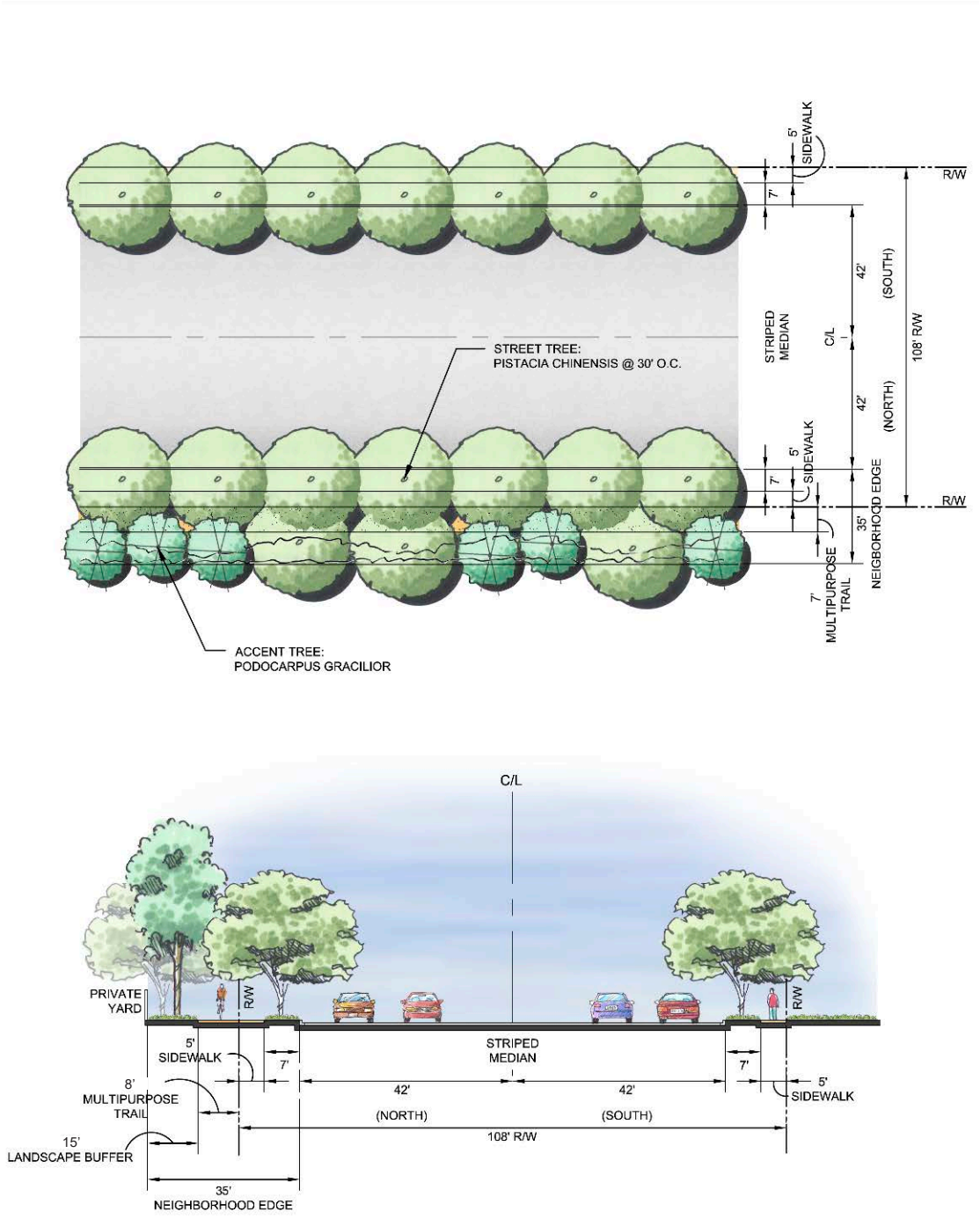
Legend

- Community Gateway Monument
- Primary Community Gateway Monument
- Major Community Gateway Monument (Gated)
- Secondary Community Gateway Monument (Gated)
- Secondary Community Gateway
- Secondary Community Gateway Monument
- Enhanced Landscape Setback
- Major Pedestrian Connection
- Regional Trail
- Great Parks
- Private Parks
- Recreation Area
- Park & Trail Pedestrian Connections



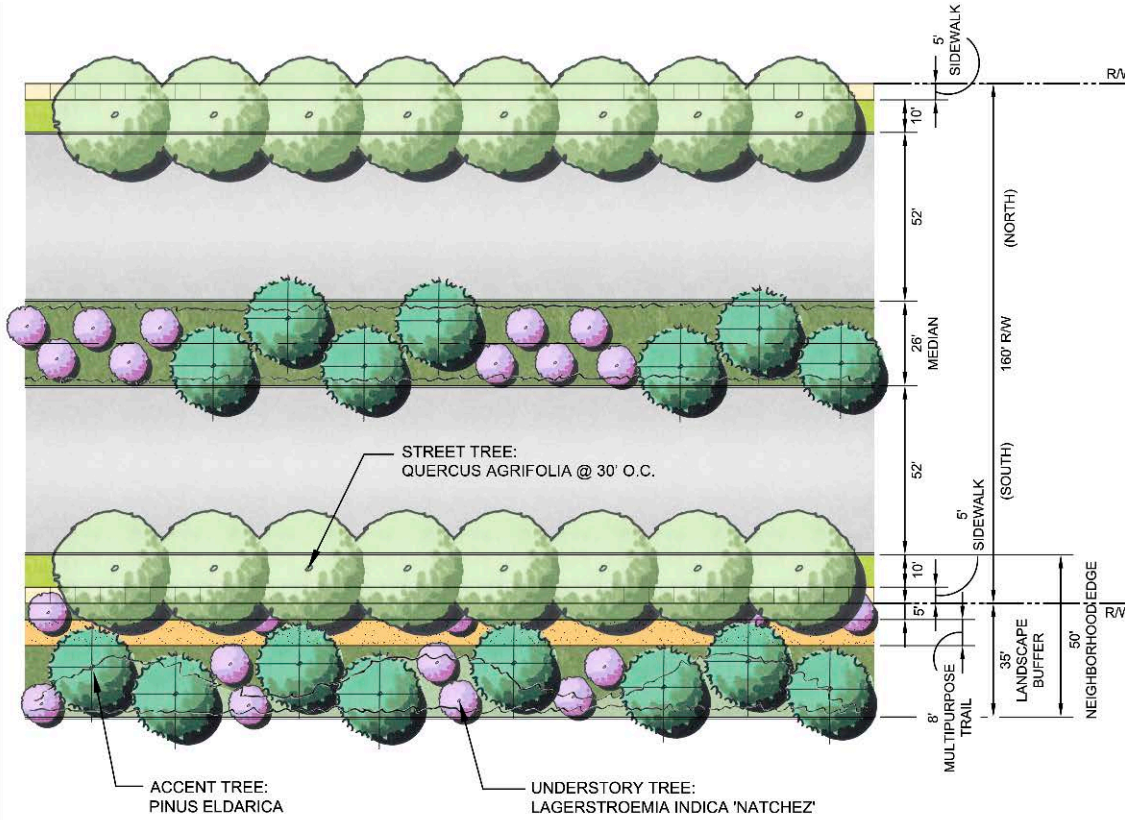
Parkway and median trees shall match the Streetscape Master Plan.

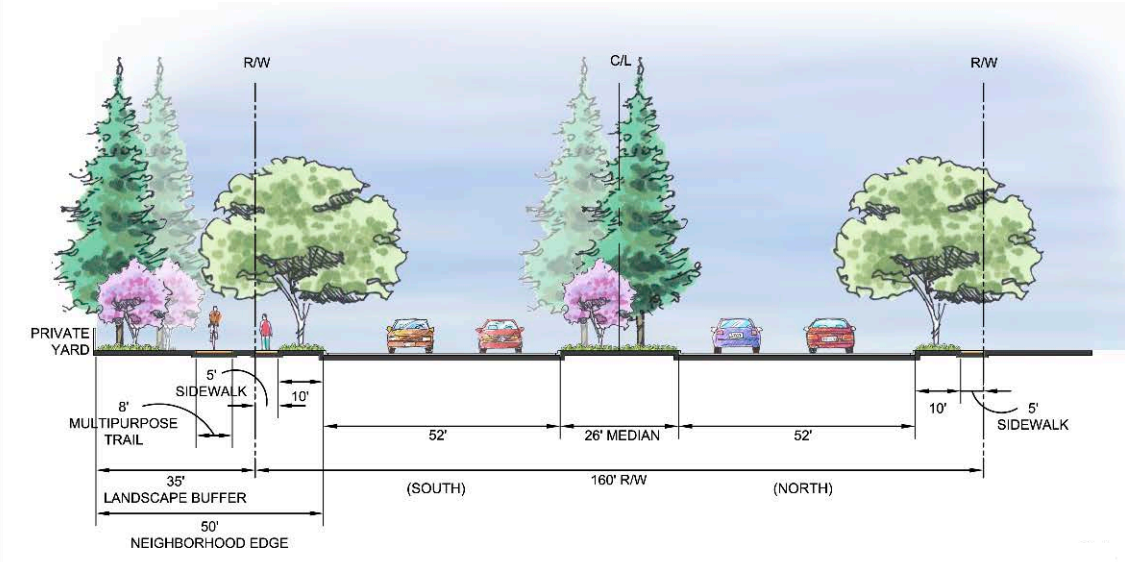
Exhibit 7-3: Archibald Ave. Streetscape



Parkway trees shall match the Streetscape Master Plan .

Exhibit 7-4: Eucalyptus Ave. Streetscape





Parkway and median trees shall match the Streetscape Master Plan.

Exhibit 7-5: Ontario Ranch Rd. Streetscape

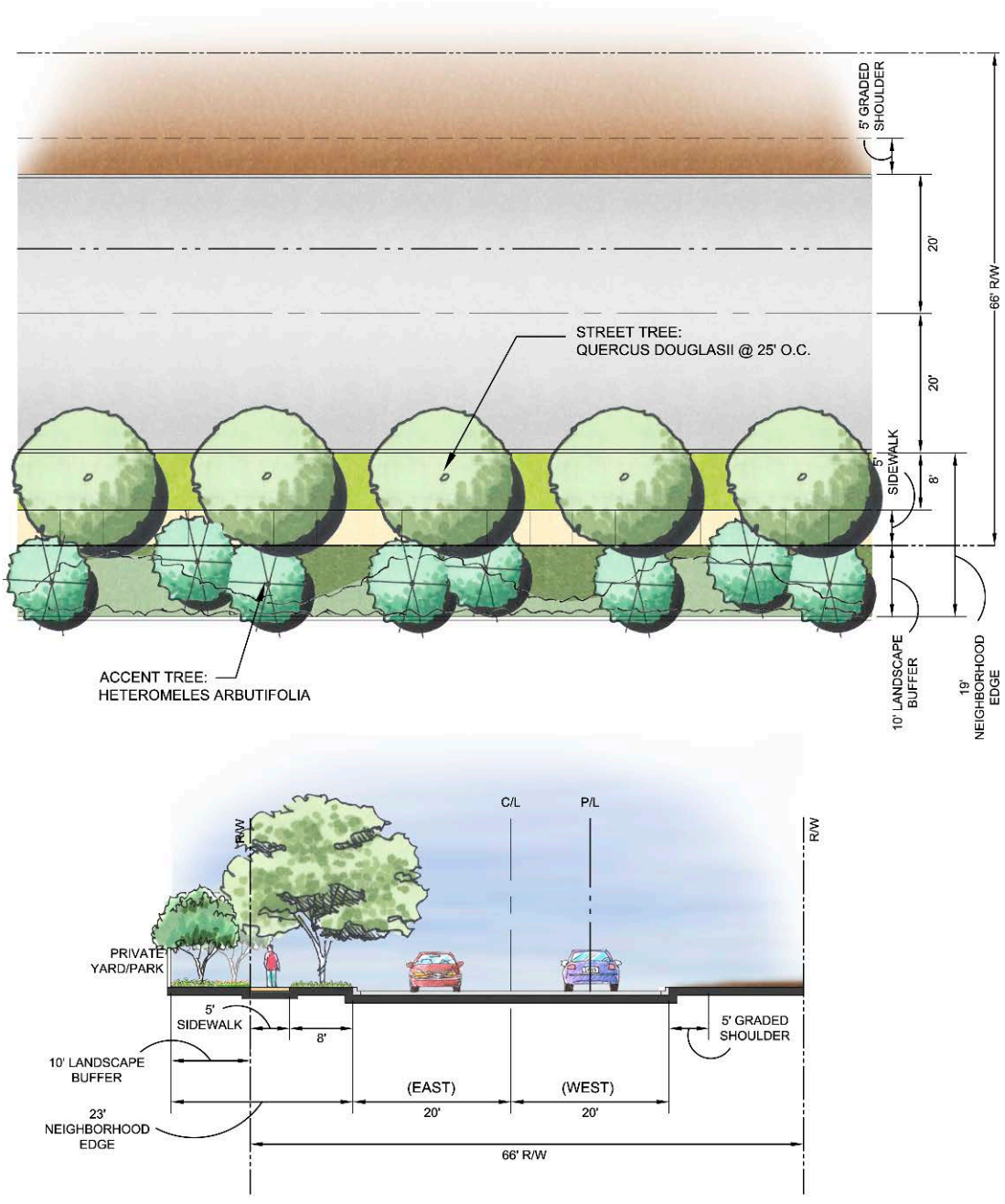


Exhibit 7-6: Carpenter Ave. Streetscape

7.7.4 Interior Streetscape Design

Streetscape design within the interior of the Parkside Specific Plan community shall be consistent in character with the perimeter streetscapes and should help to promote pedestrian circulation into the Great Park.

Hellman Ave.

While Hellman Avenue is an interior street, the streetscape design is subject to the Streetscape Master Plan and shall include the following:

- A landscaped parkway (7-foot wide minimum) to accommodate shrubs and ground cover with a single row of street trees per the Streetscape Master Plan, along both sides of the street;
- A 5-foot wide sidewalk along both sides of the street that makes additional connections to park and paseo walkways;
- A Neighborhood Edge of 30 feet measured from face of curb to perimeter wall on both sides of the street with 18 feet of buffer landscape. Adjacent to the Park, there is no need for the 30-foot neighborhood edge. Tree species per the Streetscape Master Plan;
- Refer to streetscape section Exhibit 7-7: Hellman Ave. Streetscape for illustration.

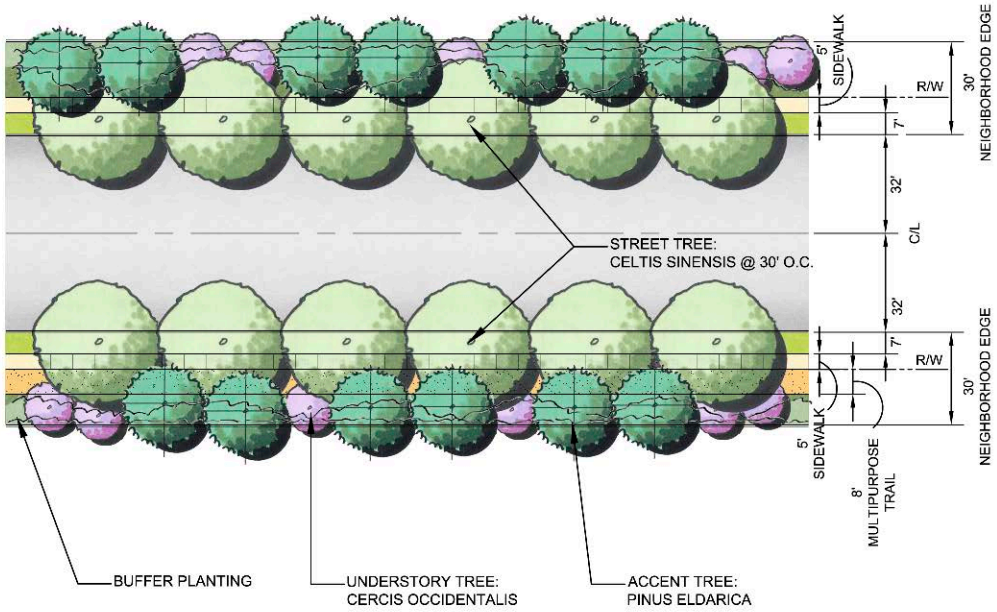
Primary Local Street

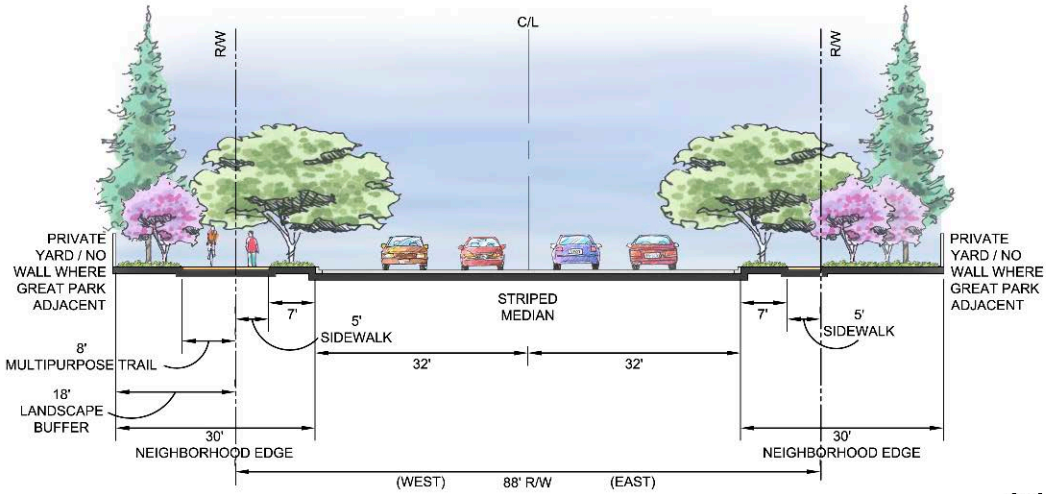
Where interior streetscapes interface with the Great Park and open space, special consideration should be taken to integrate pedestrian circulation into these areas via a street side pedestrian paseo system that links sidewalks to active walking trails and open space uses.

- A landscaped parkway (7-foot wide minimum) to accommodate shrubs and ground cover, along both sides of the street;
- A lineal sidewalk (5-foot wide) along both sides of the street that makes additional connections to park and paseo walkways;
- Refer to streetscape section Exhibit 7-8: Primary Local Street for illustration.

7.7.5 Lanes (Private Alleys)

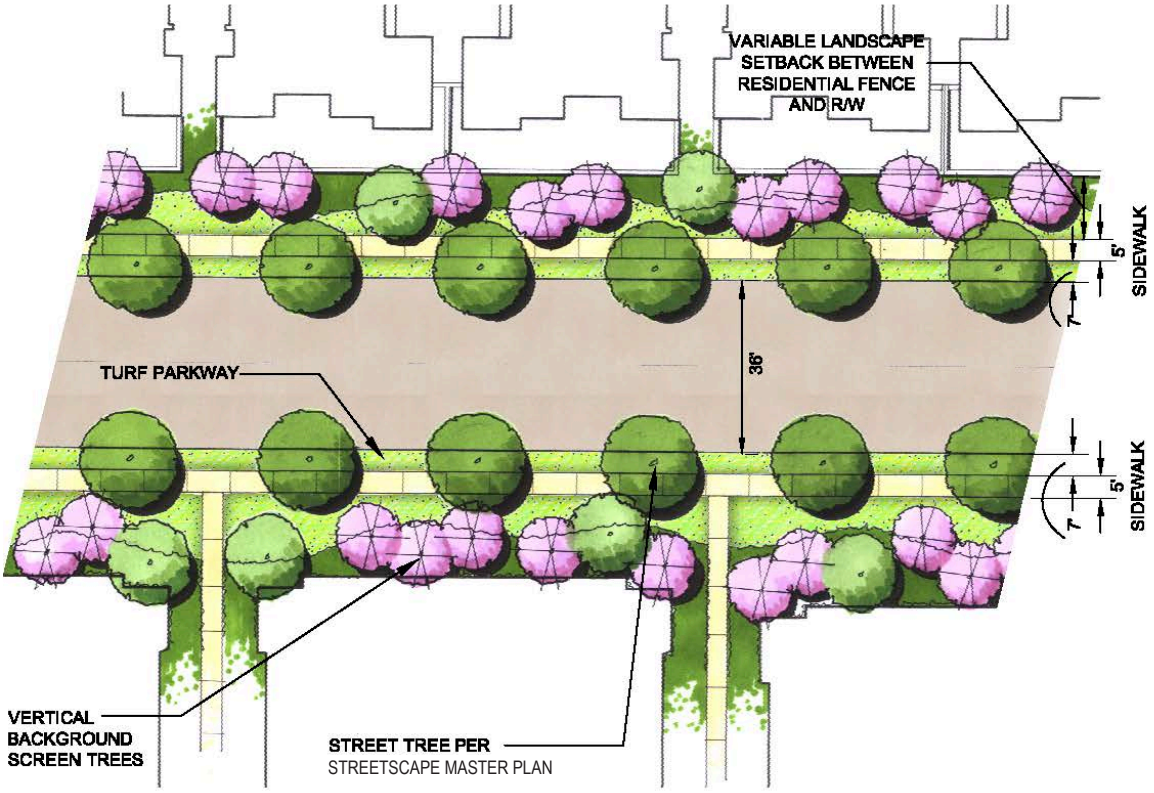
Lanes (private alleys) proposed in detached, cluster, attached, and multi-family neighborhoods will be landscaped with smaller scale trees, shrubs, vines, and groundcover along pavement edges, to help add a pedestrian scale to the streetscene. Refer to Exhibits 7-9 & 7-10: Conceptual Lane (Private Alley) Streetscape.





Parkway trees shall match the Streetscape Master Plan.

Exhibit 7-7: Hellman Ave. Streetscape



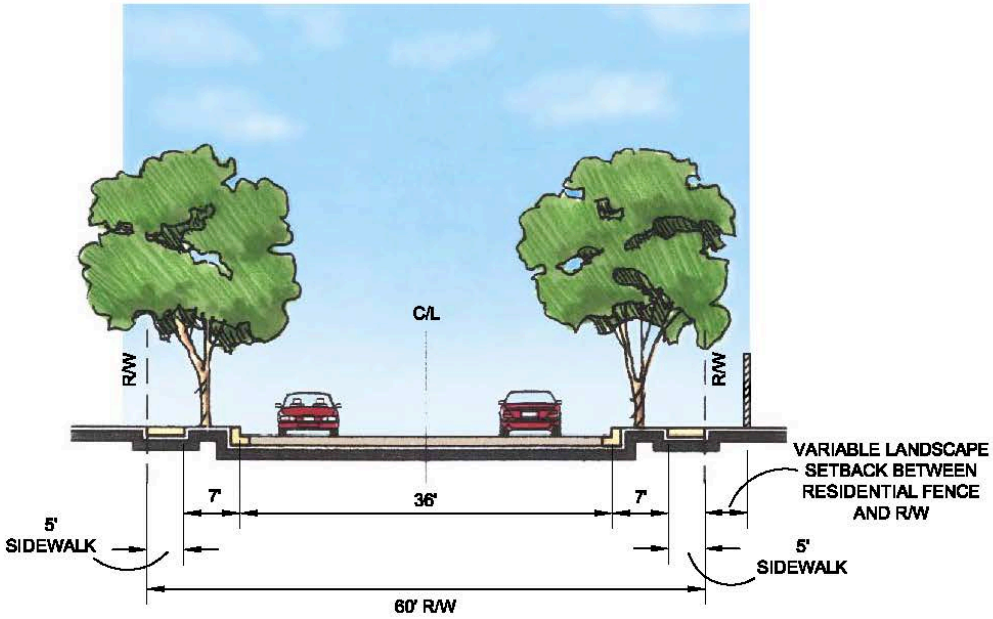
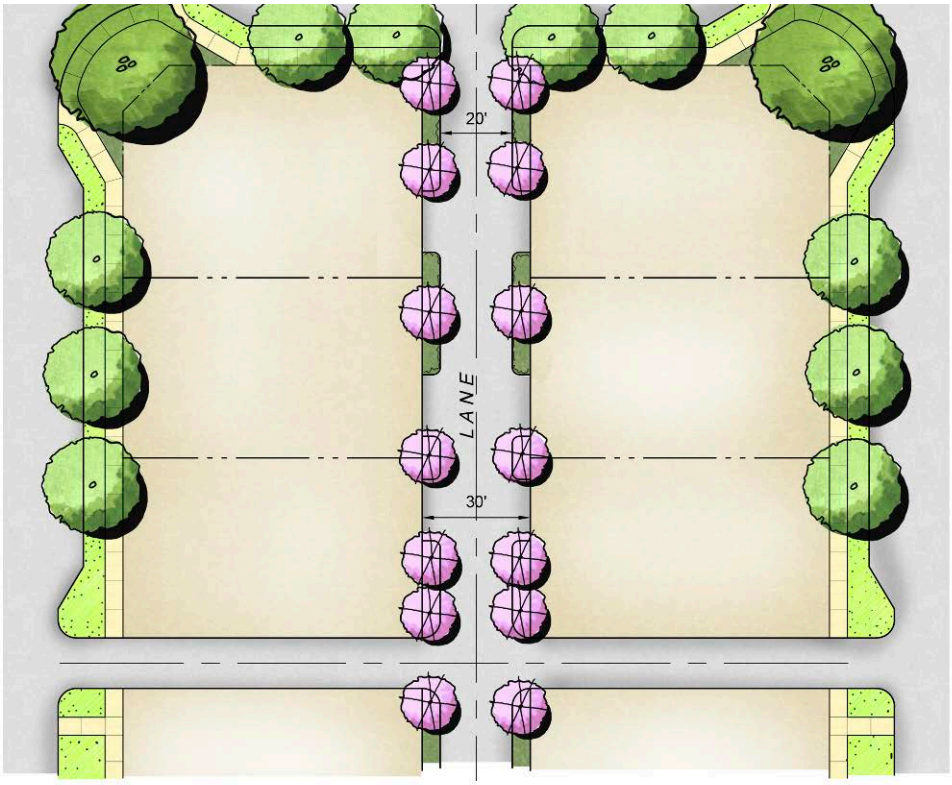
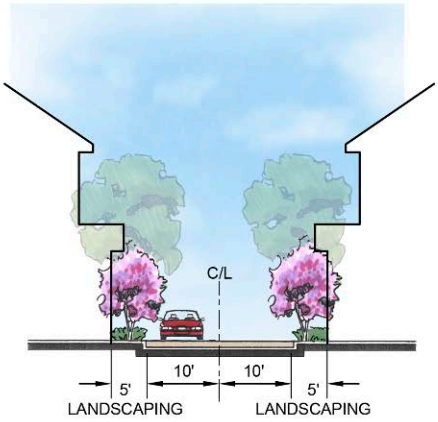


Exhibit 7-8: Primary Local Street



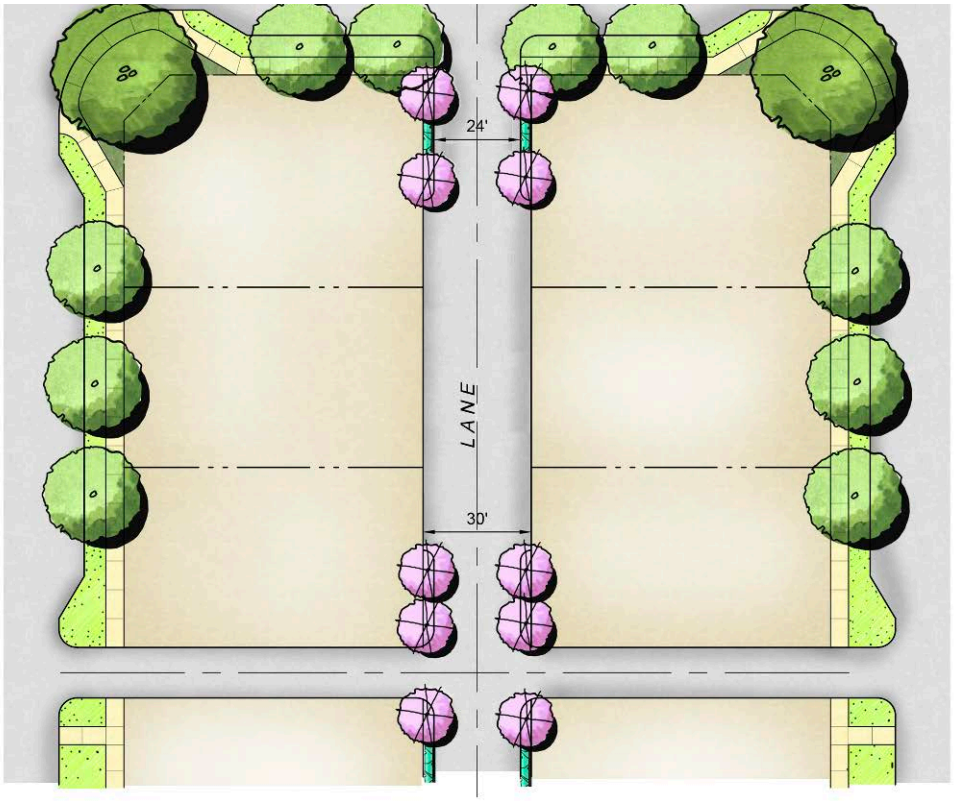


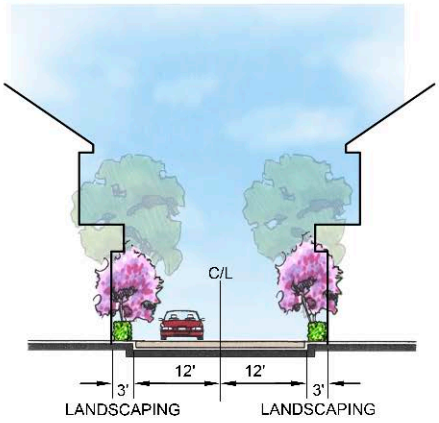
Lanes (Private Alleys)

20' Paved Section / 30' Width, Garage to Garage

Note: Lane (private alley) paving may increase to 24' if required by the City Fire Department

Exhibit 7-9: Conceptual Lane (Private Alley) Streetscape





Lanes (Private Alleys)

24' Paved Section / 30' Width, Garage to Garage

Exhibit 7-10: Conceptual Lane (Private Alley) Streetscape

7.7.6 Entries and Monumentation

Monumentation occurs throughout the Parkside Specific Plan community and is designed to establish a hierarchy for entering each area of the community. Along the perimeter edges there are several entry points into the community. At key entries, a landscape and monumentation program will be utilized to help identify the community as well as convey a "welcoming" feeling for both vehicular and pedestrian traffic. Five entry and monument treatments are used to set this hierarchy: Community Gateway Monuments, Primary Community Gateway Entries, Major Community Gateway Entries, Secondary Community Entries, and Secondary Community Entry Monuments. Refer to Exhibit 7-11: Community Gateway Monument Plan for illustration of locations.

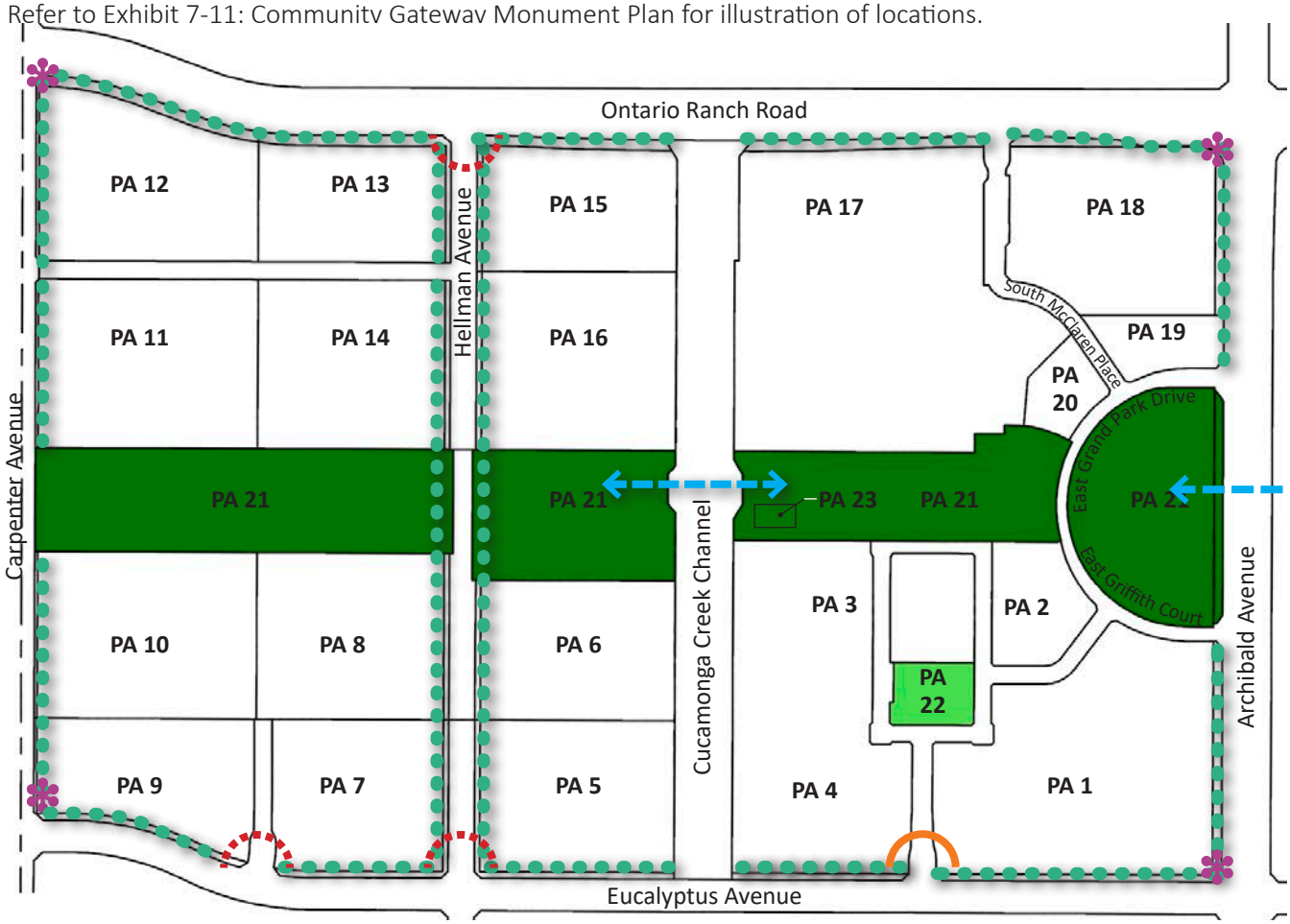


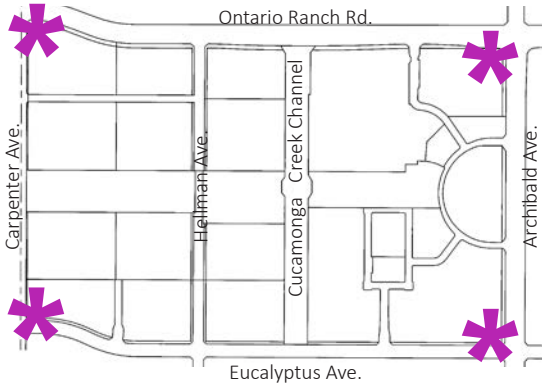
Exhibit 7-11: Community Gateway Monument Plan

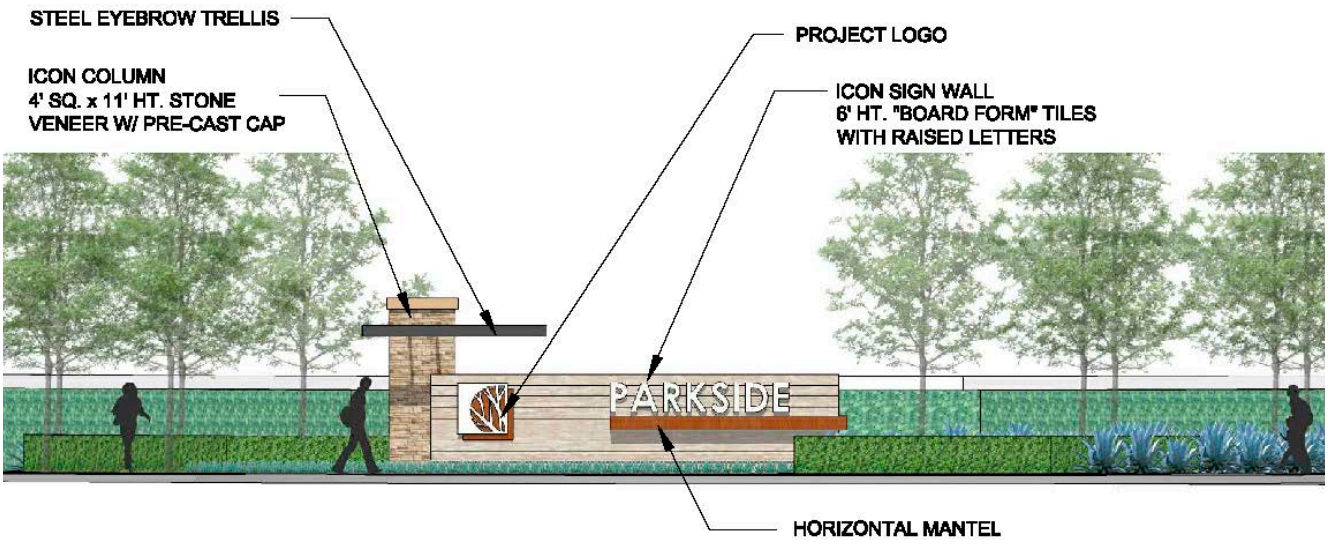
Legend

- Community Gateway Monument
- Primary Community Gateway Monument
- Major Community Gateway Monument (Gated)
- Enhanced Landscape Setback
- Major Pedestrian Connection
- Great Parks
- Private Parks

Community Gateway Monuments

The community's identity will be defined at the four corners of the Specific Plan area. These four icons or "landmarks" will announce the Parkside community as somewhere truly special. Refer to Exhibit 7-12: Community Gateway Monument Concept for illustration.





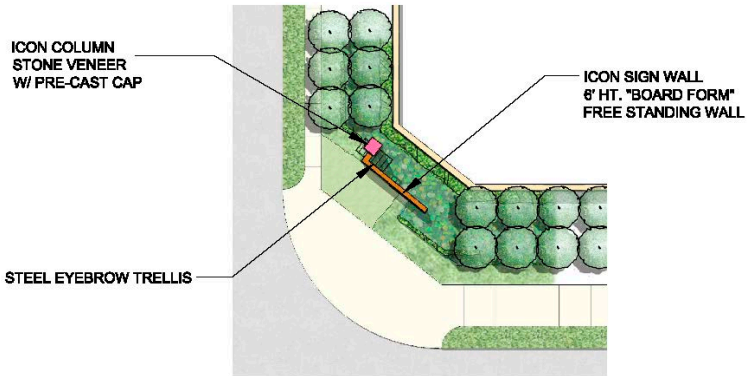




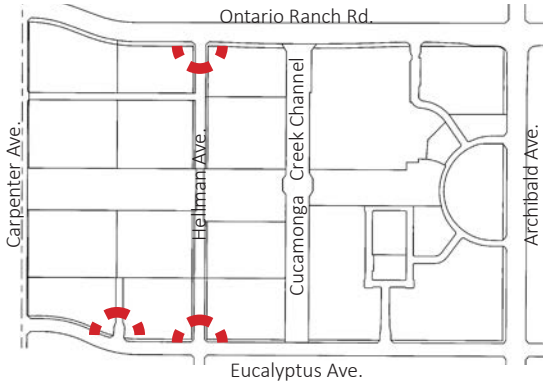
Exhibit 7-12: Community Gateway Monument Concept

Parkside

Primary Community Gateway Entry

Parkside will have three primary entries located at the major entry points into this community. Since two of these entries are shared points with the Great Park, the key design elements between the two should be continued and reinforced.

- A scaled-down version of the Community Gateway Monument shall be incorporated into the primary entry statement and located to create a symmetrical formal design;
- The central primary statement shall be back dropped by an elegant 7-foot high stucco, brick, stone, or decorative split face block wall. The end of the wall shall be anchored by an icon column;
- Community identification opportunities are located within the base of the primary statement or within a plaque inlaid into the anchoring columns;



- Architectural concrete caps, columns, trims, and bases help delineate each veneered material used;
- A linear row of vertical specimen screen trees shall be located behind the brick, stone, or decorative split face block wall, and in front of the community perimeter wall;
- Strong use of seasonal perennial and annuals providing for seasonal flowering and interest is encouraged;
- Accent trees and shrub masses planted in series of layers (foreground, midground, background) to help define borders and plant groupings while combining interesting foliage textures and color;
- Accent and up-lighting of landscape/ monumentation; and
- Refer to Exhibit 7-13: Primary Community Gateway Entry Concept for illustration.



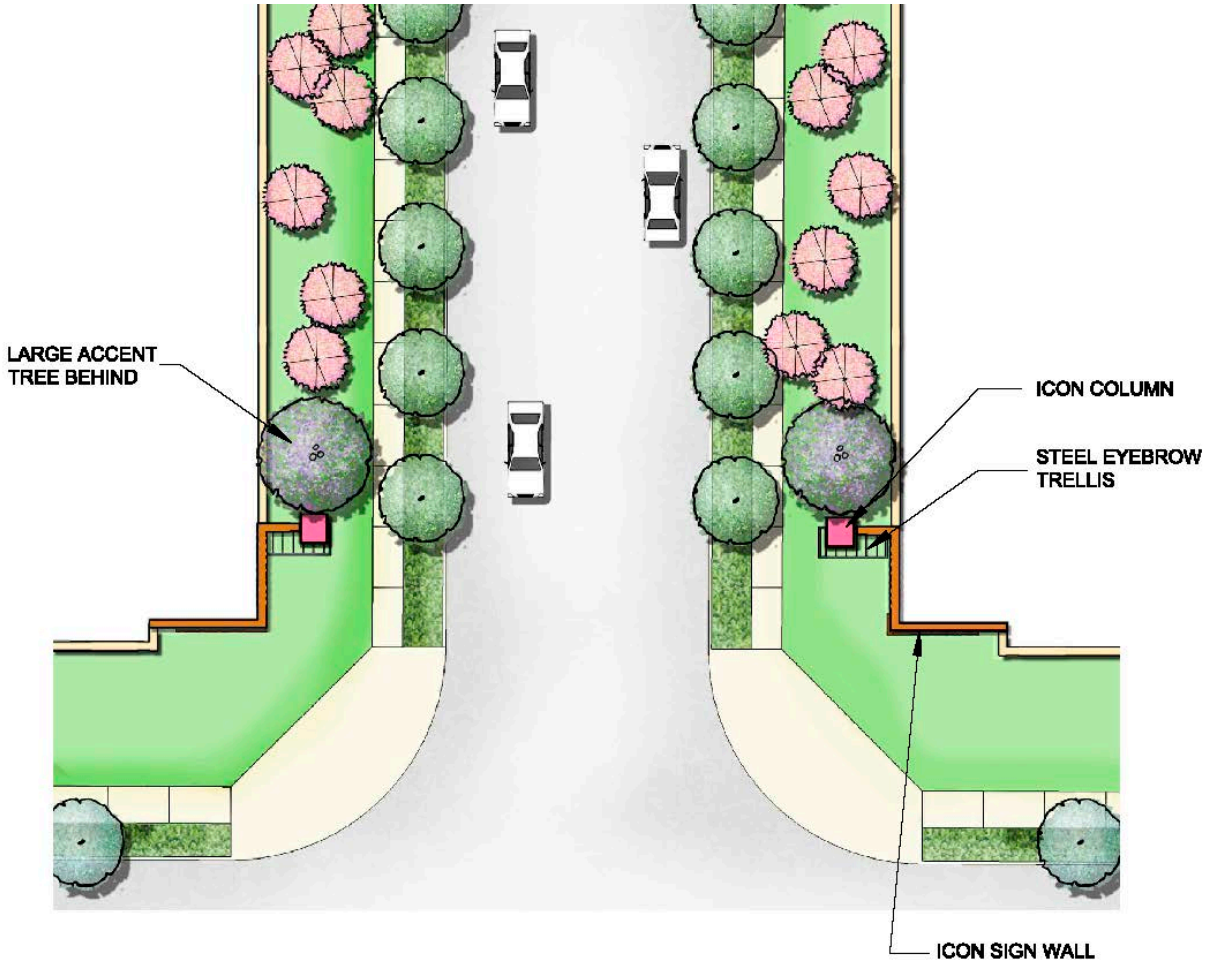
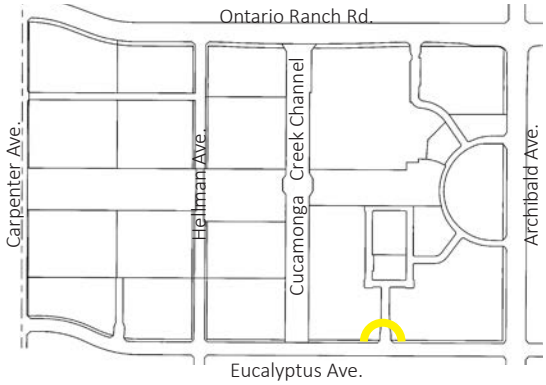


Exhibit 7-13: Primary Community Gateway Entry Concept

Major Community Gateway (Gated)

Parkside will have 3 of these types of entry points. These Gateways will echo the same aesthetic as the Community Gateway Monuments located at the four corners of the Specific Plan boundary.

- A scaled-down version of the Community Gateway Monument shall be incorporated into this entry statement and located to create a symmetrical formal design;
- The central primary statement shall be back dropped by an elegant 7-foot high stucco, brick, stone, or decorative split face block wall ;
- Community identification opportunities are located on the monument wall;
- Architectural concrete caps, columns, trims, and bases may be used;



- Vehicular gates shall complement the style of the wall and be consistent with the other community monument characteristics. Gates shall be fully automatic with a directory system and set back a minimum of 100 feet from a public street intersection. Emergency access provided per local agency requirements;
- A linear row of canopy trees shall be located along the entry road leading up to the gate as well as in the median, if a median occurs;
- Strong use of seasonal perennial and annuals providing for seasonal flowering and interest is encouraged;
- Accent trees and shrub masses planted in series of layers (foreground, midground, background) to help define borders and plant groupings while combining interesting foliage textures and color;
- Accent and up-lighting of landscape/ monumentation; and
- Refer to Exhibit 7-14: Major Community Gateway (Gated) Concept for illustration.

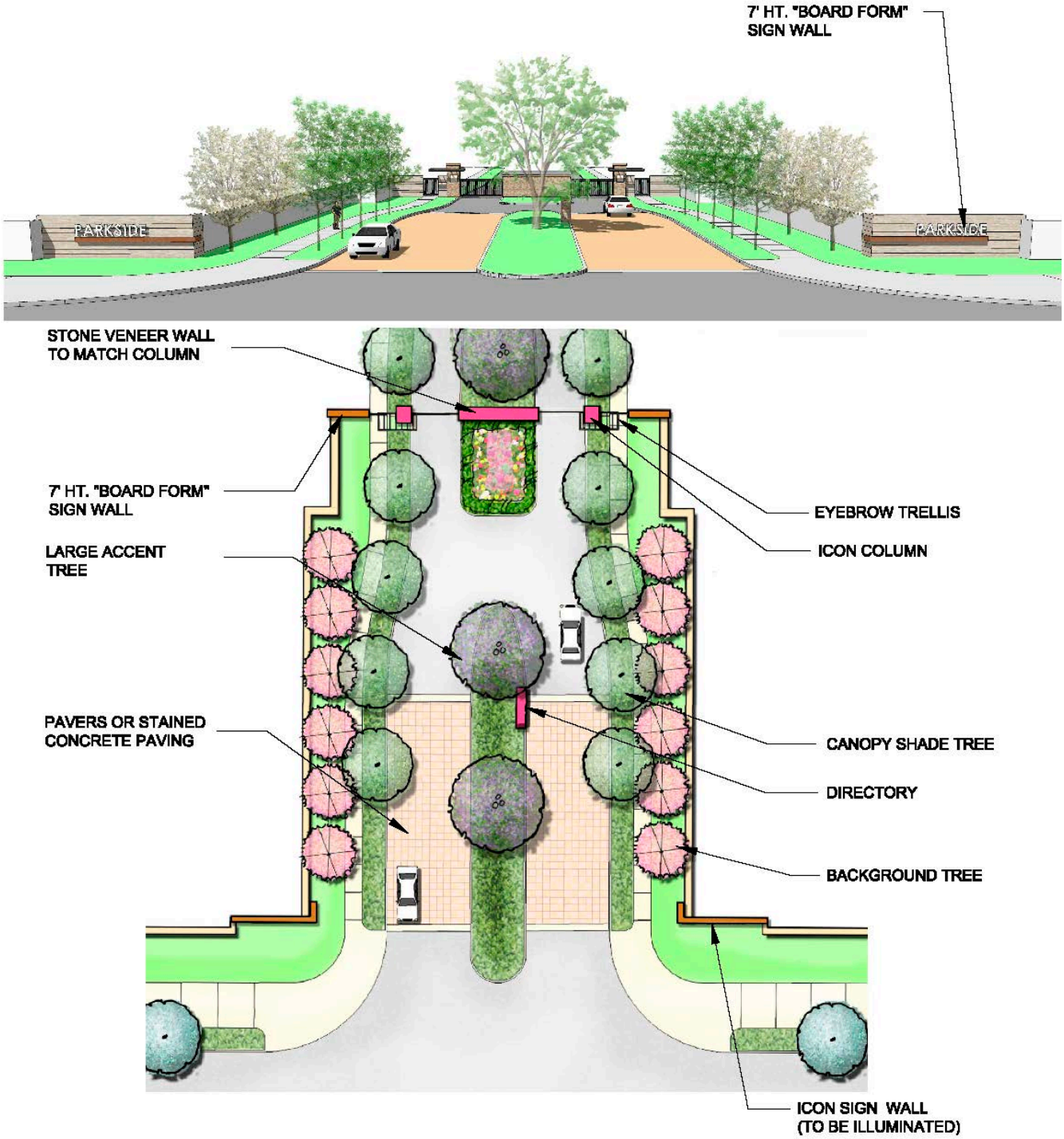


Exhibit 7-14: Major Community Gateway (Gated) Concept

Secondary Community Entry (Gated)

Parkside will have one gated Secondary Community Entry. This entry will combine several neighborhoods together behind a grand gated entry statement. This Entry will have similar elements and features as the other listed entries and monumentation.

The Secondary Community Entry (Gated) shall include the following:

- A turnaround with decorative paving shall be provided and sized to accommodate required turn-around clearance and predicted volume of cars;
- Entry sign wall shall be located behind curb announcing entry into the widened turnaround. This wall shall be constructed of stucco, brick, stone, or decorative split face block;
- Identification field for potential sign lettering placement may be on a the sign wall;
- Walls enclosing the turnaround and anchoring columns and wall at the vehicle gates shall be stucco, brick, stone, or decorative split face block with architectural concrete caps, trim and base to help delineate each veneered material used;

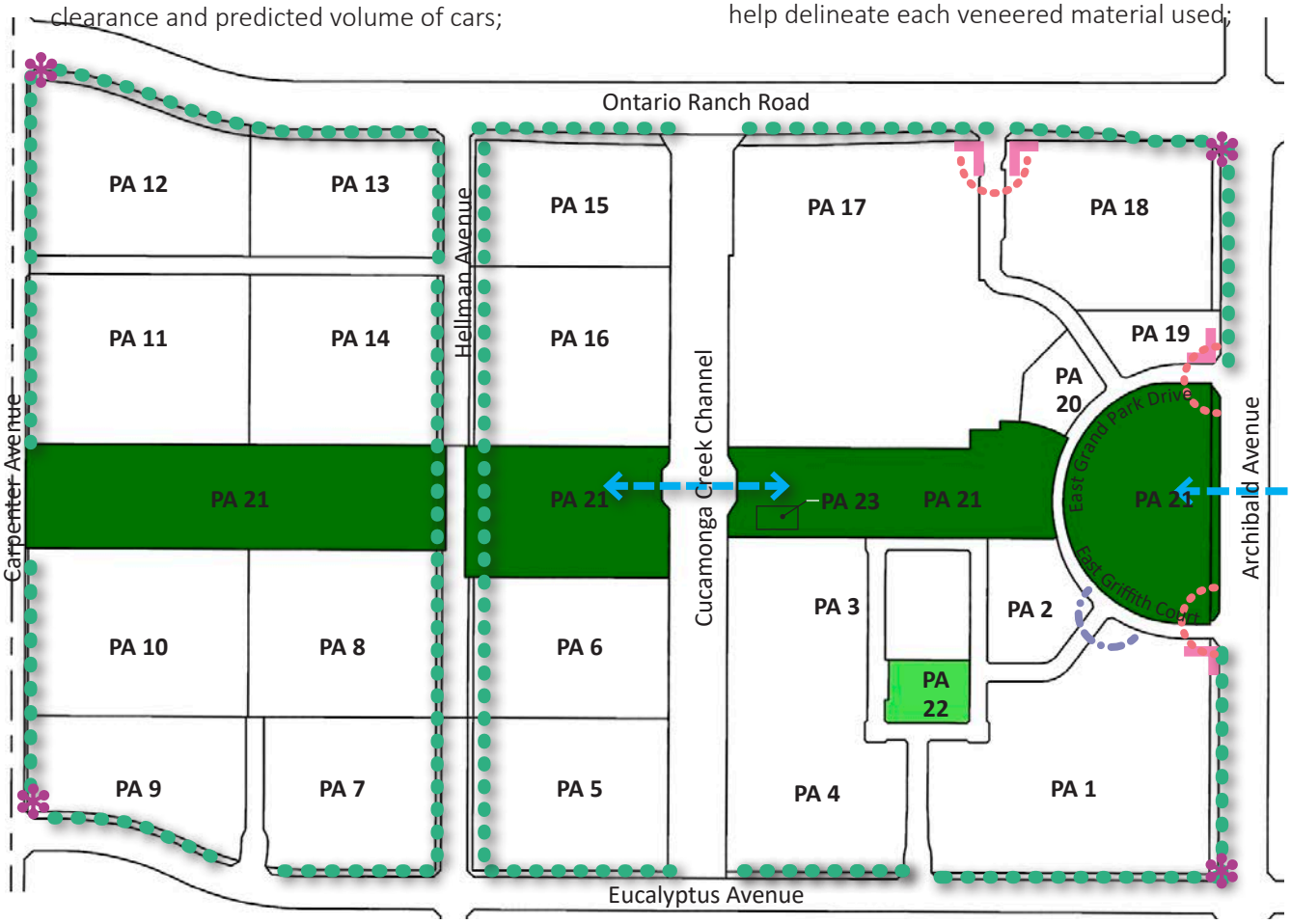


Exhibit 7-15: Secondary Community Entry Monument Plan

Legend

- Community Gateway Monument
- Secondary Community Gateway Monument (Gated)
- Secondary Community Gateway
- Secondary Community Gateway Monument
- Enhanced Landscape Setback
- Major Pedestrian Connection
- Great Parks
- Private Parks

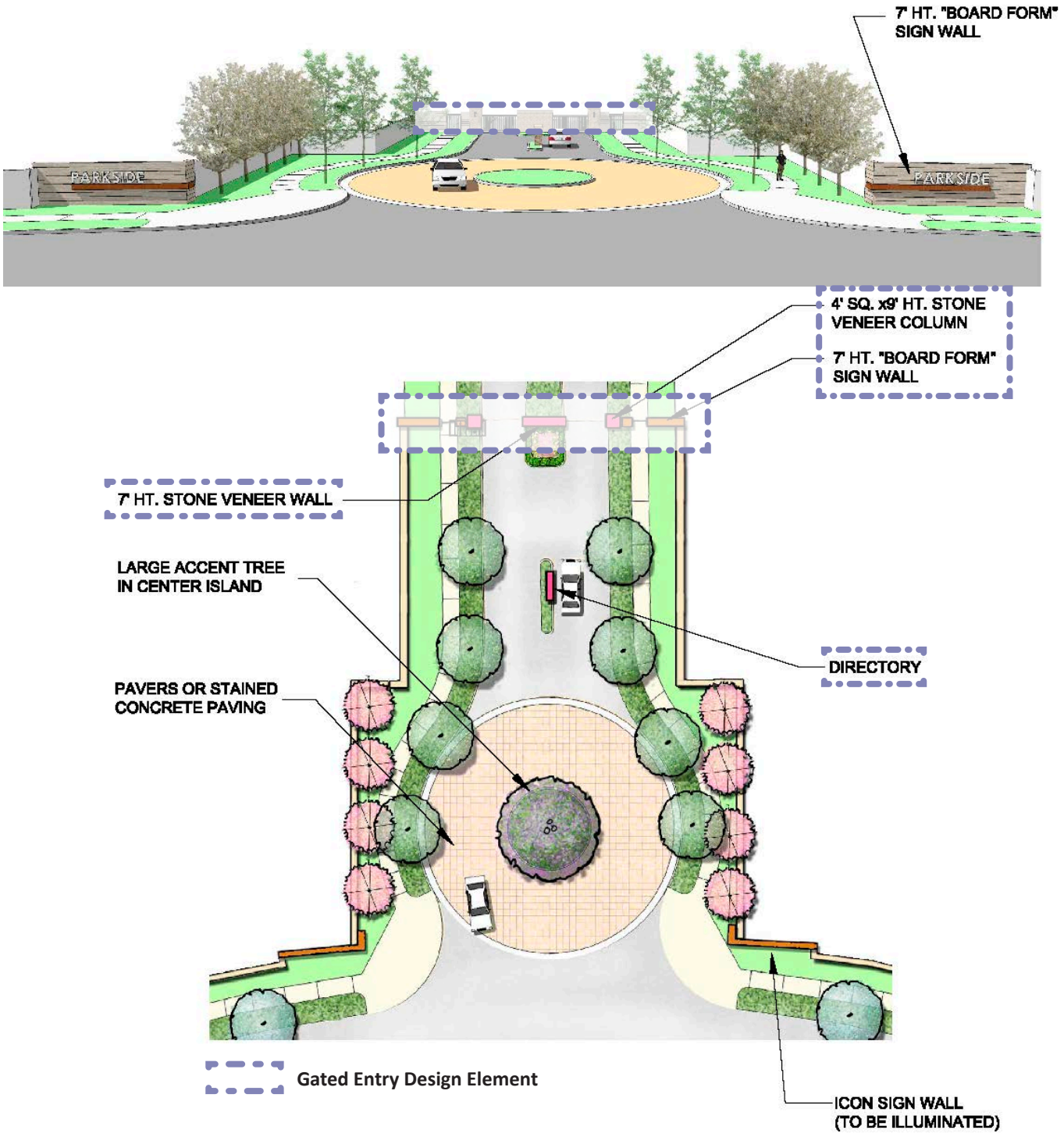


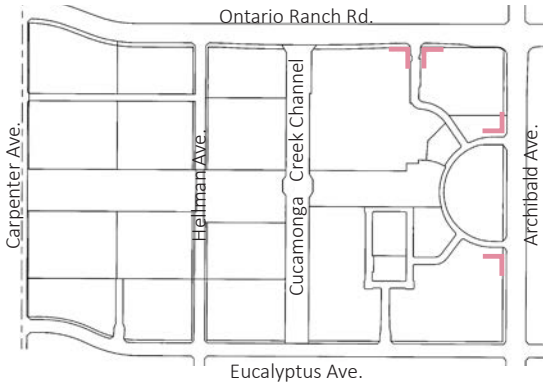
Exhibit 7-16: Secondary Community Entry (Gated and Non-Gated) Concept

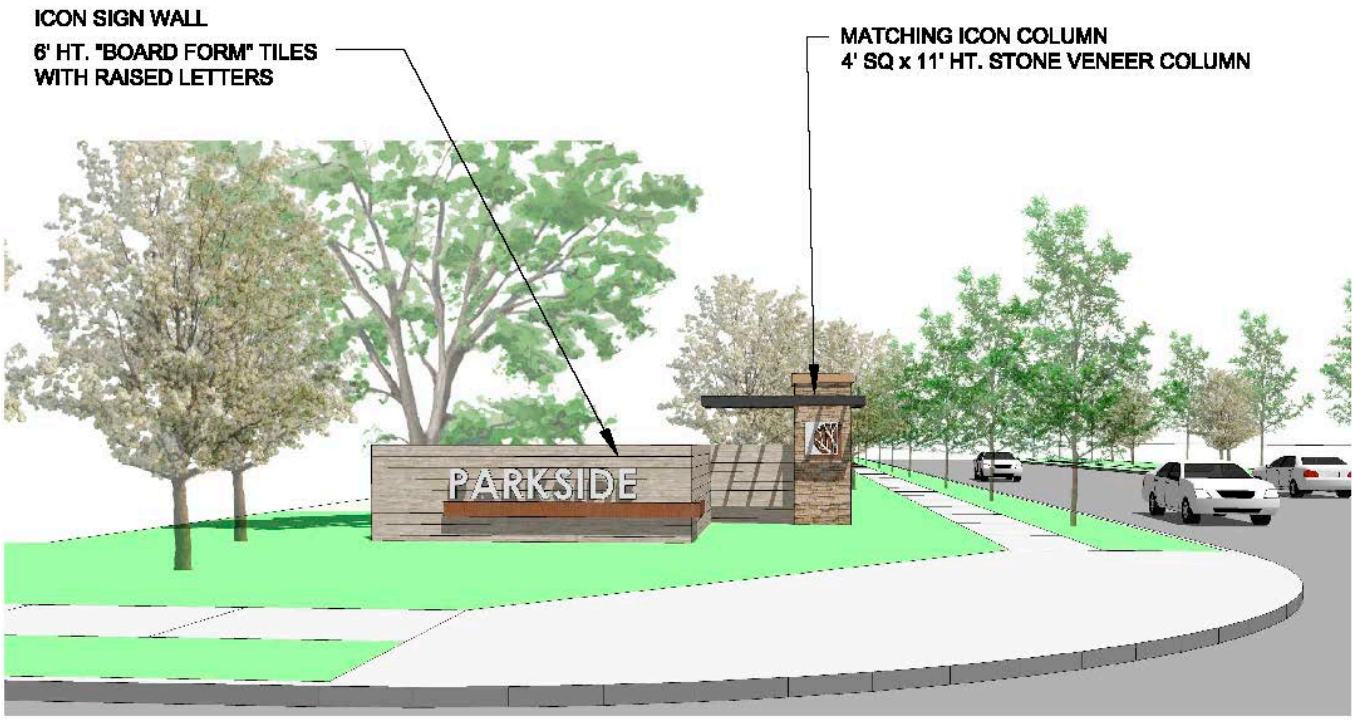
- A strong formal linear row of trees is encouraged for the entry drive;
- Vehicular gates shall complement the style of the wall and be consistent with the other community monument characteristics. Gates shall be fully automatic with a directory system and set back a minimum of 100 feet from a public street intersection. Emergency access provided per local agency requirements;
- Seasonal perennial flowering to allow for seasonal flowering interest throughout the year;
- Accent trees and shrub masses planted in series of layers (foreground, midground, background) to help define borders and plant groupings while combining interesting foliage textures and color;
- Accent and uplighting of landscape/ monumentation; and
- Refer to Exhibit 7-16: Secondary Community Entry (Gated) Concept for illustration.

Secondary Community Entry Monument

The Secondary Community Entry Monument shall include the following:

- Similar in design as the Primary Entries but reduced in scale;
- Freestanding walls at each corner with anchoring entry columns. The columns shall be stucco, brick, stone, or decorative split face block and located adjacent to right-of-way;
- Identification field for potential sign lettering placement shall be located on the sign wall;
- Architectural concrete caps, trim, and bases may be used as well as an eyebrow trellis connected to the icon column;
- Use of large specimen native trees to flank each side of entry drive at site entry;
- Seasonal perennial flowering to allow for seasonal flowering interest throughout the year;





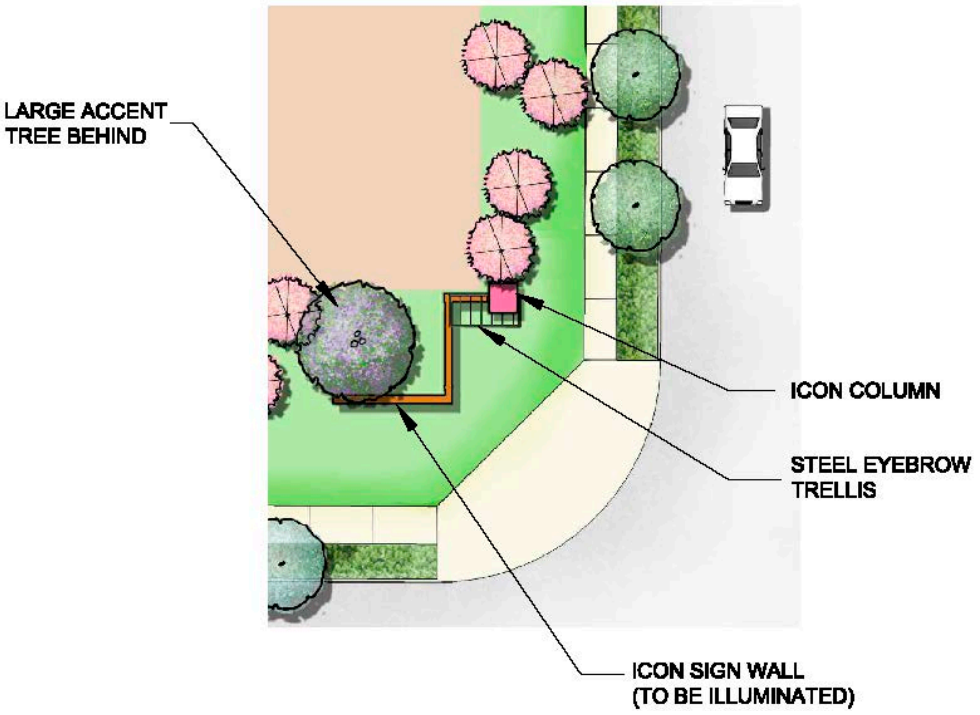


Exhibit 7-17: Secondary Community Entry Monument Concept

- Accent trees and shrub masses planted in series of layers (foreground, midground, background) to help define borders and plant groupings while combining interesting foliage textures and color;
- Accent and up-lighting of landscape/ monumentation; and
- Refer to Exhibit 7-17: Secondary Community Entry Monument Concept for illustration.

7.7.7 Parks and Open Space

The Parkside Specific Plan area will have a central Great Park green core that consists primarily of open space for recreation and passive use. Exterior walkways and paseos will lead to this centralized area. Private recreation facilities will be provided during the Development Review process. Refer to Exhibit 7-18: Recreation Areas for illustration.

~~The following areas make up the remainder of the Park~~

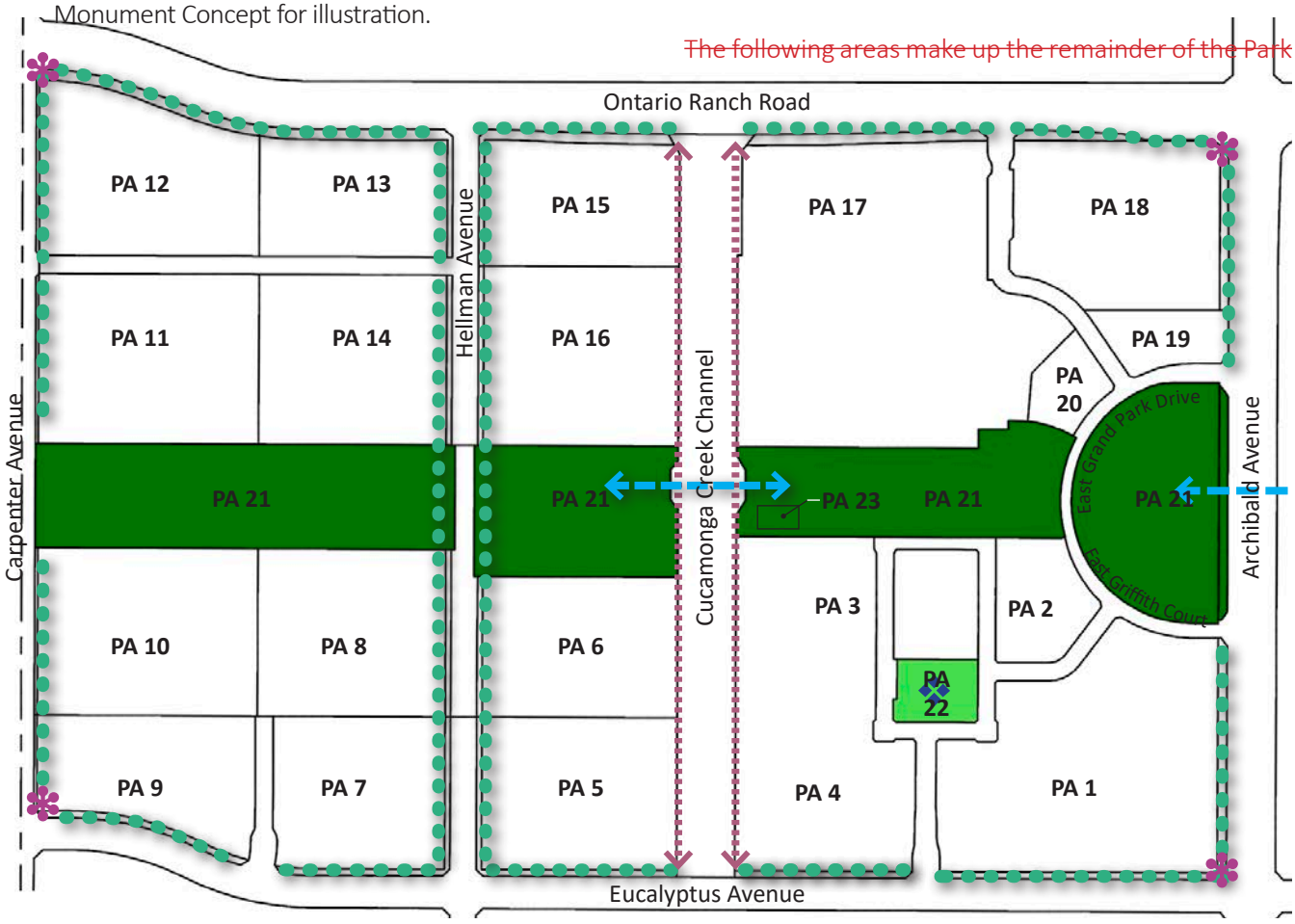


Exhibit 7-18: Recreation Areas

Legend

- Community Gateway Monument
- Enhanced Landscape Setback
- Major Pedestrian Connection
- Regional Trail
- Great Parks
- Private Parks
- Recreation Area

~~and Open Space System for Parkside: private community recreation and the paseo trail system.~~

A. The Great Park

The Great Park consists of the following:

Parking—Parking shall be adequate to accommodate daily use of the park, and will be provided within the park area;

Landscaping —Landscaping within the Great Park shall harmonize with the surrounding streetscapes. Large specimen trees should be used within the open turf areas to help provide shade and screening of unwanted views. Accent trees should also be used at pedestrian entries for color and seasonal interest.

See the Conceptual Great Park Master Plan adopted by City Council December 2021.

B. Pocket Parks

Pocket parks, if any, will consist of the following:

Parking—On-street parallel parking will be provided along local streets;

Open turf—Open turf, with bench seating, will be provided throughout the pocket parks. Lighting will be included;

Focal Points—Pocket parks may include focal point elements, such as tot lots, fountains, or small gazebos, depending on the size of the tot lot and orientation in the neighborhood:

- Pocket Park tot lots shall contain either a play area for younger children (2-5 years old) or for older children (5-12 years old).

Refer to Exhibit 7-19: Pocket Park Concept A, Exhibit 7-21: Pocket Park Concept B and Exhibit 7-20: Pocket Park A Rendering for detailed conceptual illustrations of proposed Pocket Parks in Parkside.

7.7.8 Recreation Area Plan

The Recreation Area Plan for Parkside ~~includes locations~~ envision ~~for~~ private recreation facilities in local neighborhoods. Locations and programming for the private recreation facilities will be approve through the Development Plan Review process. These recreation areas may include the following:

Parking–Parking adequate to accommodate daily use of the recreation areas;

Recreation Building—A recreation building should adhere to the architectural design guidelines and should be designed to accommodate the community needs;

Pool and Spa Facility—Each neighborhood may have access to a pool (sized adequately to accommodate the needs of the neighborhood) as well as to serve as a summer leisure recreational amenity for adults and children of the community;

- The pool decking area should be sized to allow for lounge chairs and tables. A spa area separate from the pool may also be located within the recreation area. A group barbecue facility and shade structure may be located within the pool deck area. The private recreational facilities shall be fenced and gated for resident entry only. Hours of operation will be enforced in an effort to avoid evening disturbance to adjacent neighborhoods;

Refer to Exhibit 7-22: Recreation Area Concept A and Exhibit 7-23: Recreation Area Concept B for detailed conceptual illustrations of proposed Recreation Areas in Parkside.

Landscaping —Landscaping within the Private recreation areas shall harmonize with the surrounding streetscapes and adjacent Great Park. Large specimen trees should be used within the open turf areas to help provide shade and screening of unwanted views. Accent trees should also be used at pedestrian entries and around the pool area for color and seasonal interest;

- A strong connection shall be created between the private recreation area and the surrounding neighborhoods; and

Paseo walkway System—A paseo walkway system will be designed to provide connections to adjacent neighborhoods, the Great Park, and commercial area.

Refer to Exhibit 7-19: Recreation Area Concept A, and Exhibit 7-21: Recreation Area Concept B.



Exhibit 7-19: Pocket Park Concept A



Exhibit 7-20: Pocket Park A Rendering

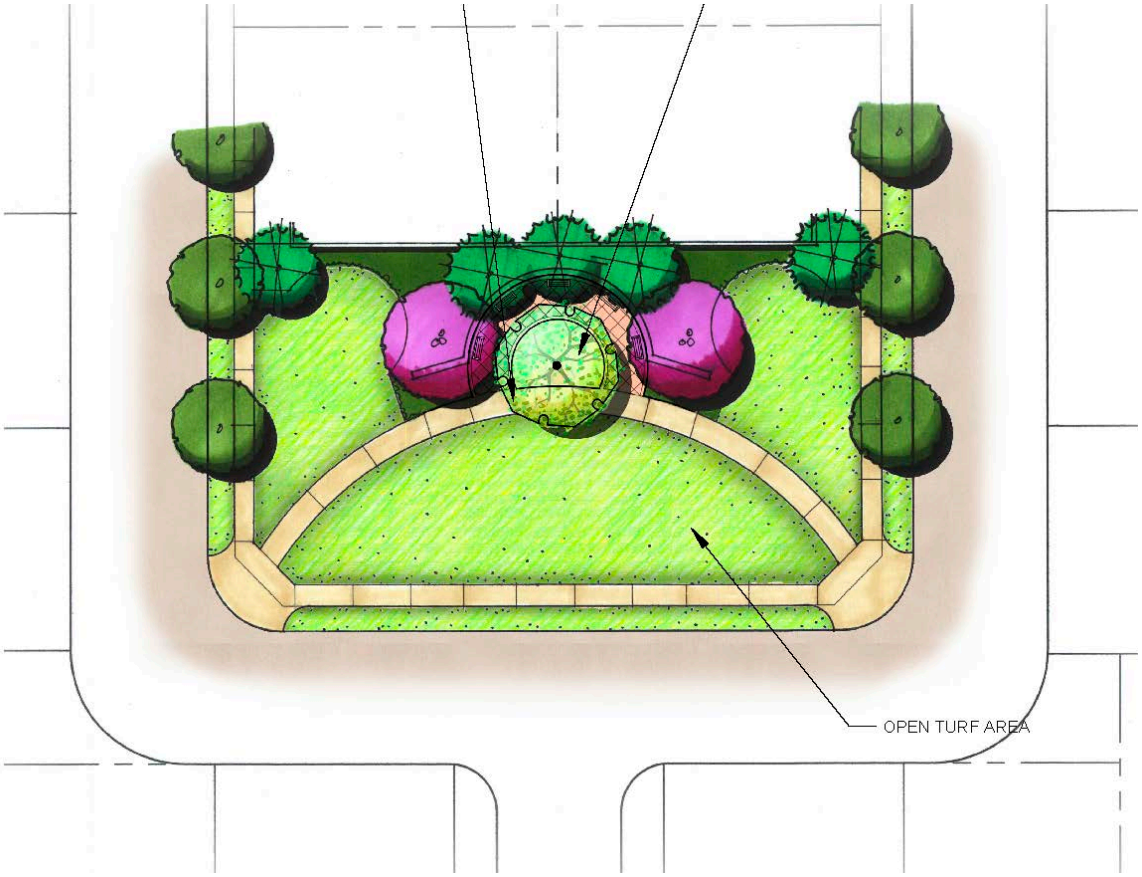


Exhibit 7-21: Pocket Park Concept B

Parkside



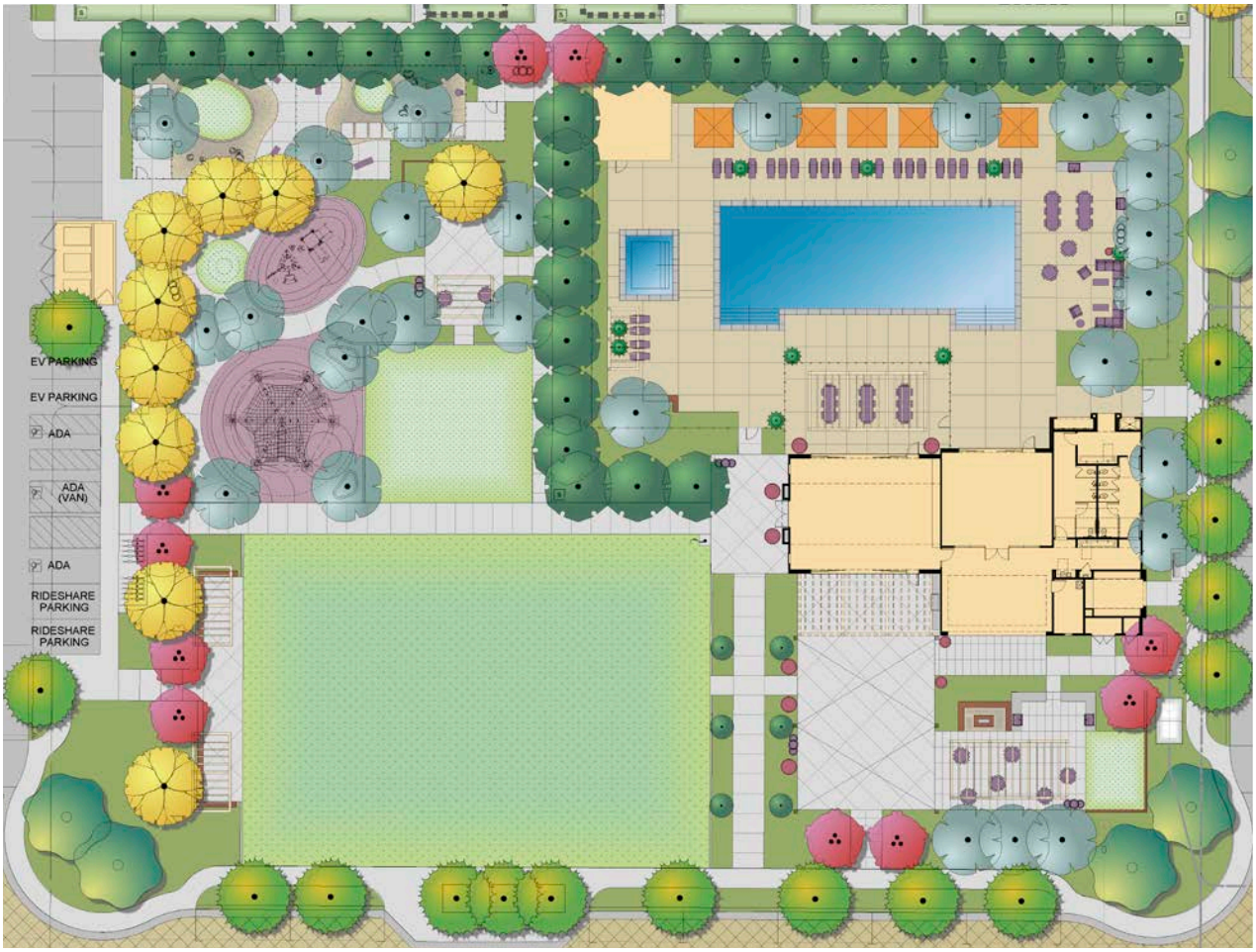


Exhibit 7-22: Recreation Area Concept A

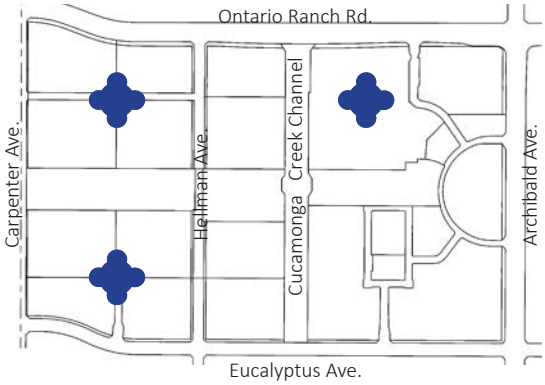
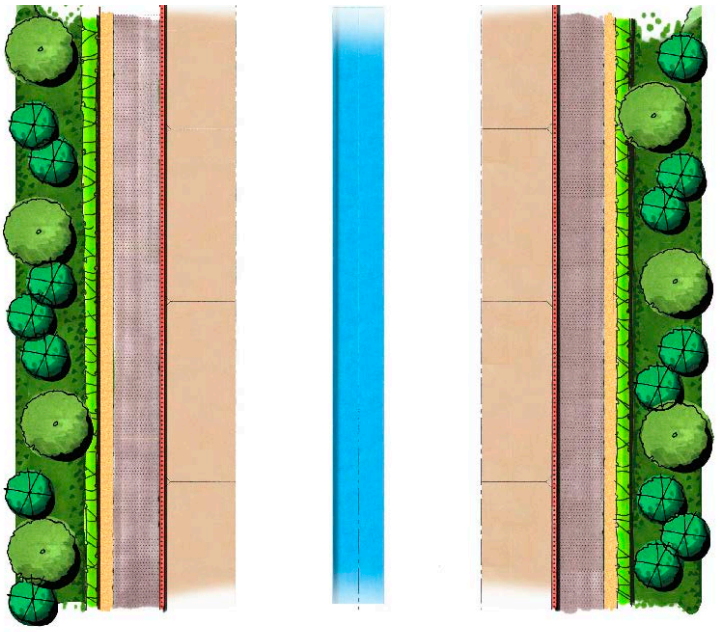
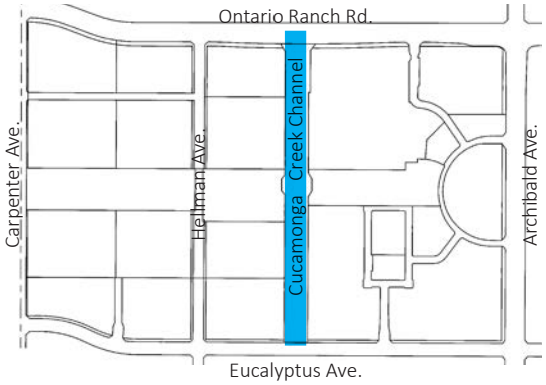


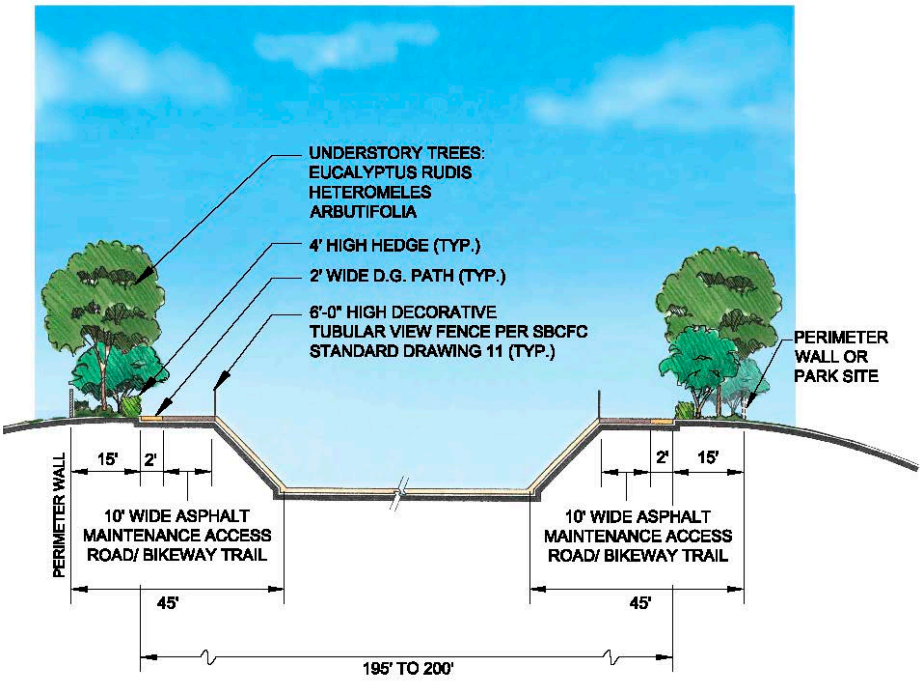


Exhibit 7-23: Recreation Area Concept B





Plan View



Section View

Exhibit 7-24: Cucamonga Creek Channel Regional Trail Easement

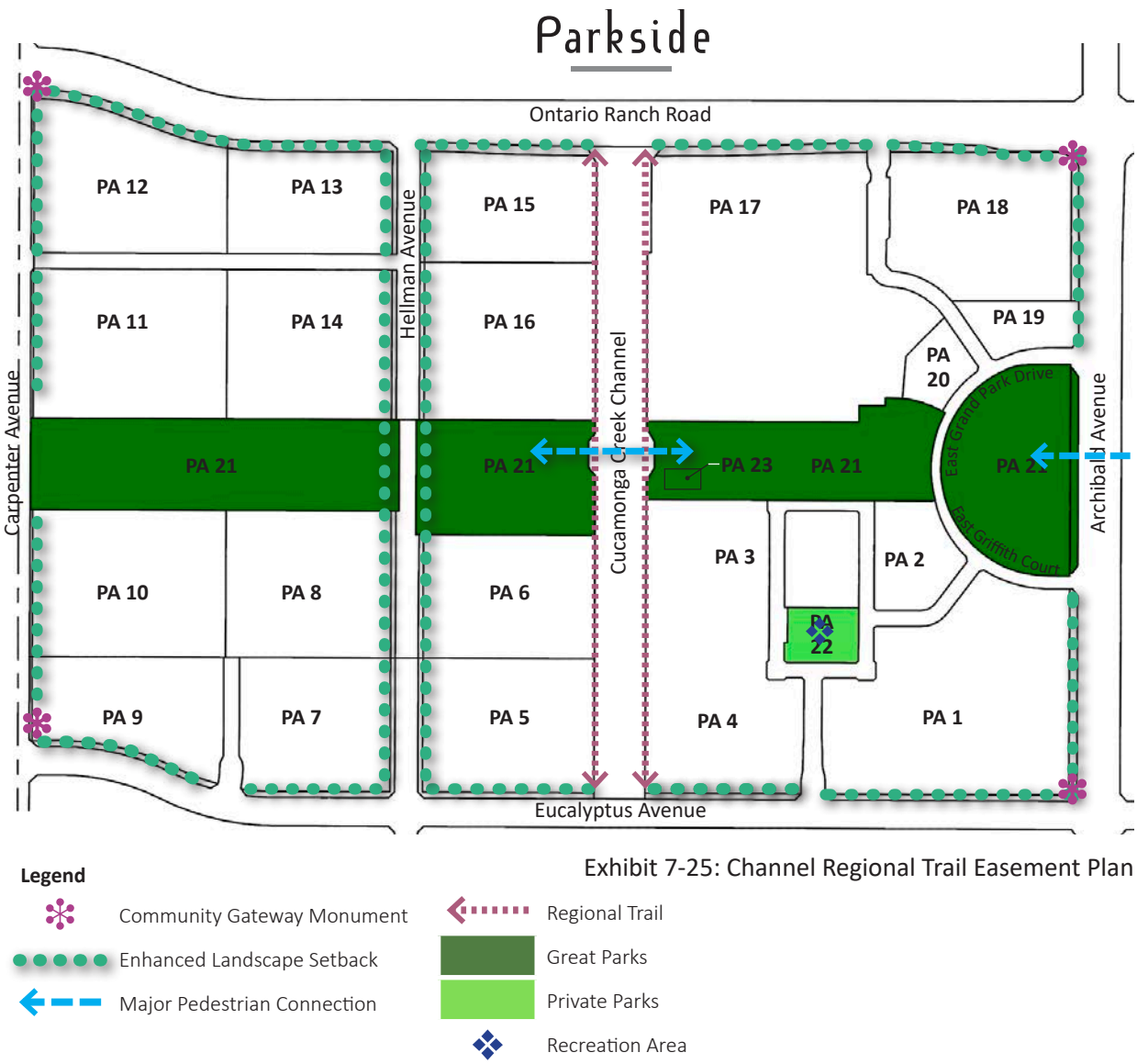


Exhibit 7-25: Channel Regional Trail Easement Plan

7.7.9 Paseo Trail System

Pedestrian circulation is highly encouraged within the Parkside Specific Plan area. Landscape easements are provided along major roadways and are encouraged within the neighborhood communities.

Paseo Trail System—A Paseo walkway system will be designed to provide connections to adjacent neighborhoods, the recreation areas, the Great Park and commercial area. The overall trail system will include:

Landscaping—Landscaping along the trails shall harmonize with the surrounding streetscapes;

Paving—Meandering sidewalks are encouraged with benches located approximately every 500 lineal feet and enhanced paving at paseo connections where pedestrian circulation crosses roadways;

Other Elements—Other elements include:

- Light poles shall be located at every 100 feet along the path;
- Entry points shall have adequate directional signage;
- Provide formal pickup/drop off areas at major entry points;
- Integration of the Channel Regional Trails Plan. Refer to the detailed Exhibit 7-23: Channel Regional Trail Easement Plan for illustration;

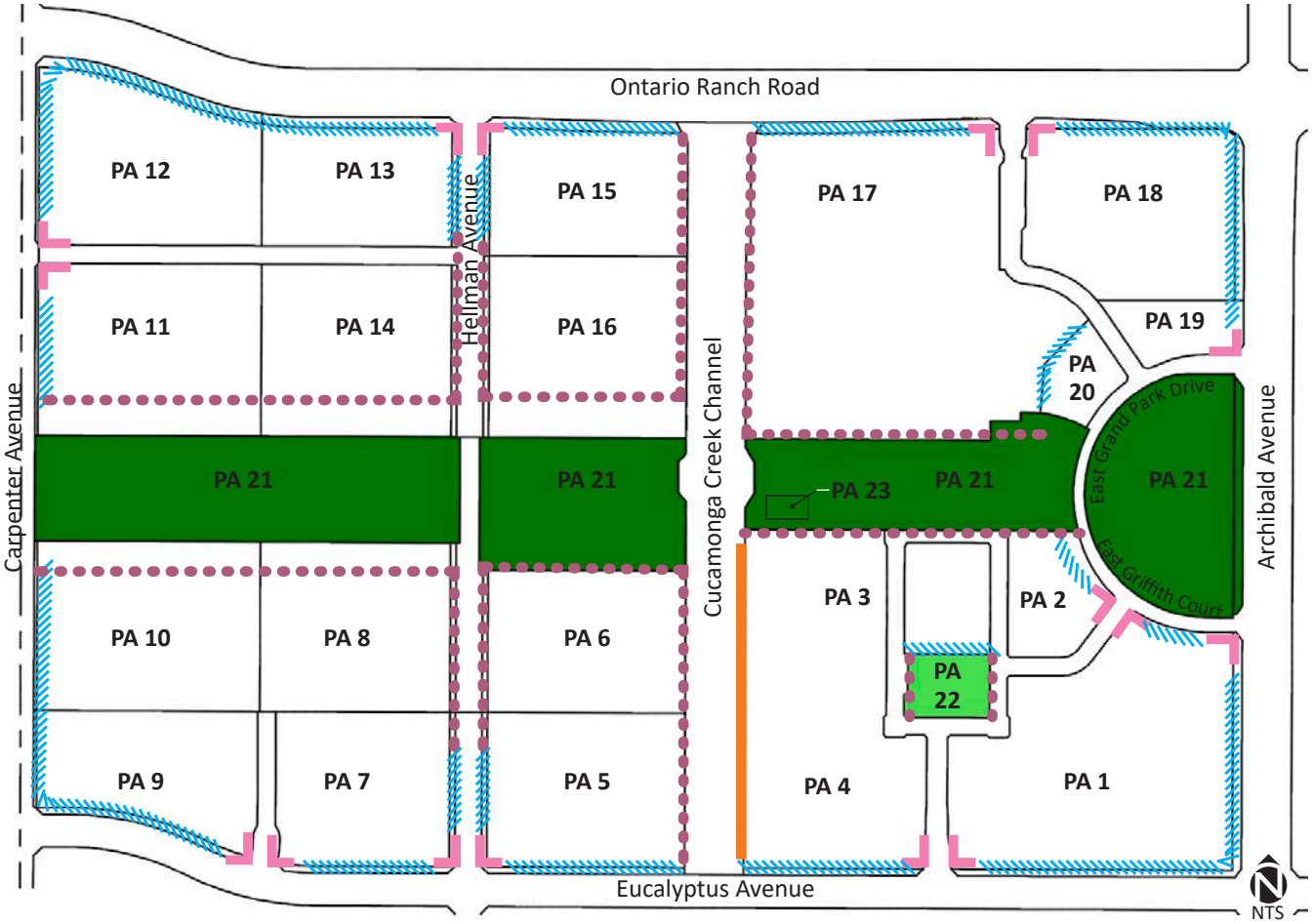
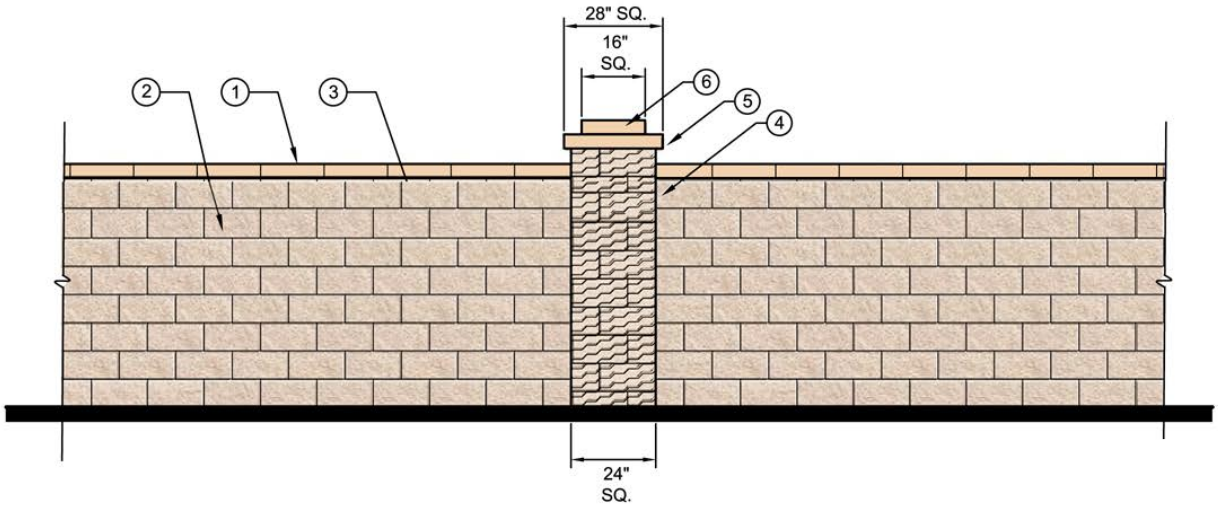


Exhibit 7-26: Fence/Wall Plan

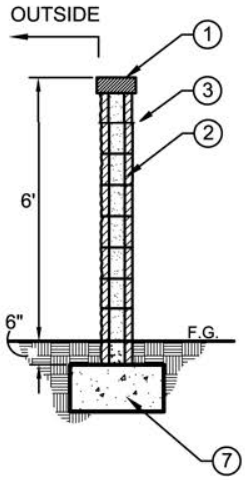
Legend

- Spit Face Wall
- Decorative Entry Wall
- Tubular Steel View Fence
- Tubular Steel View Fence or Combo Block Wall W/Tubular Steel Fence





COMMUNITY WALL: 6x8x16 SPLIT FACE
(OUTSIDE FACING ONLY)
COLOR: "CANYON BLUFF"
FROM: ANGELUS BLOCK OR EQUAL CAP: 4" HIGH
PRECISION CAP BY ANGELUS BLOCK OR EQUAL.
COLOR TO BE: "HARVEST"



1. 8X4X16 CMU PRECISION CAP BY ANGELUS BLOCK
2. 6x8x16 SPLIT FACED BLOCK (OUTSIDE FACE ONLY) BY ANGELUS BLOCK
3. 8X4X16 CMU PRECISION BLOCK BY ANGELUS BLOCK.
4. PILASTER TO BE CONSTRUCTED FROM SPLIT FACE BLOCK, RIVER ROCK, LEDGE STONE, FLAG STONE, BRICK OR OTHER DECORATIVE MATERIAL APPROVED BY THE CITY. LOCATE AT CORNERS & MAX 150' O.C.
5. 4" HIGH PRE-CAST CAP SMOOTH FINISH, CUT TO FORM 28" SQ.
6. 4" HIGH x 16" SQ. PRE-CAST CAP SMOOTH FINISH
7. CONCRETE FOOTING

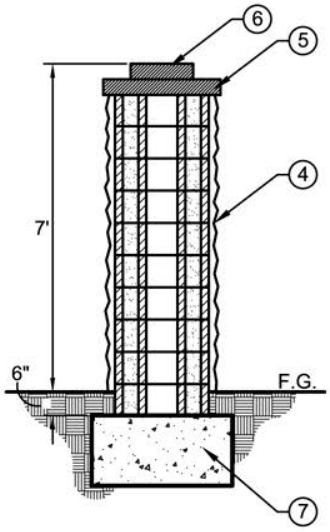
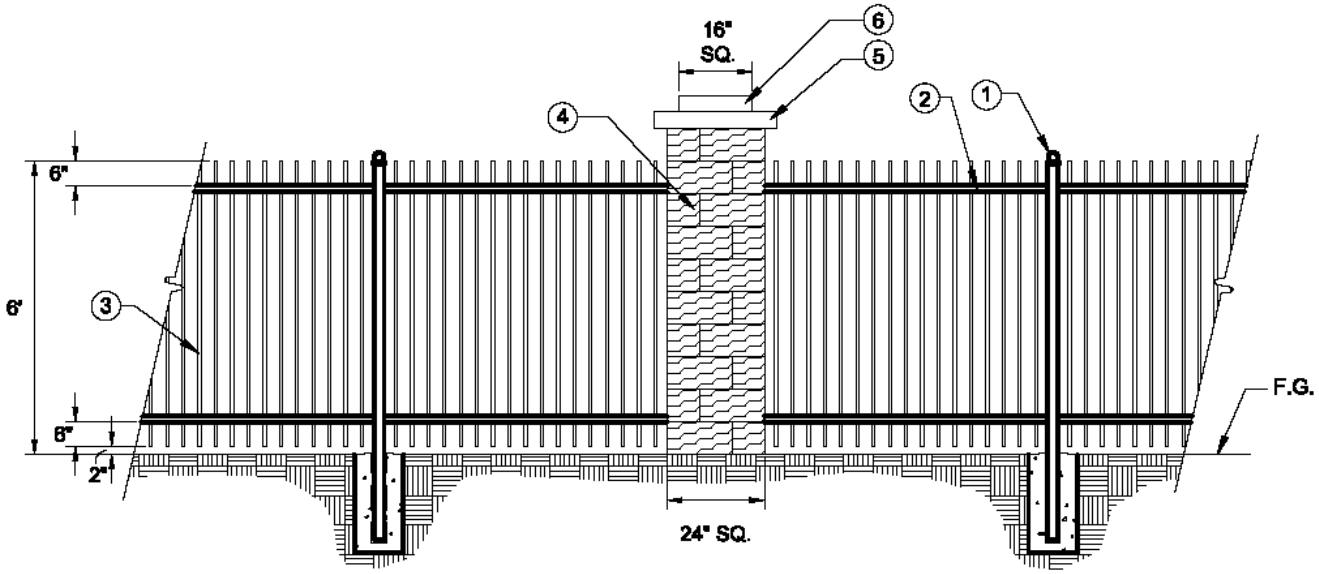


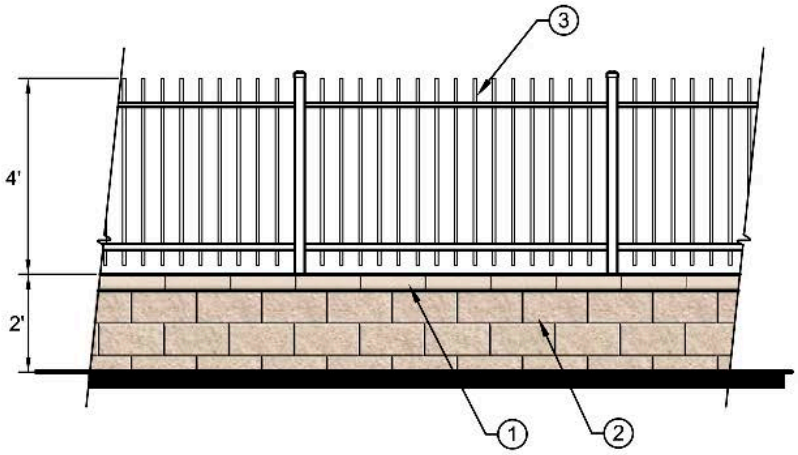
Exhibit 7-27: Wall Detail

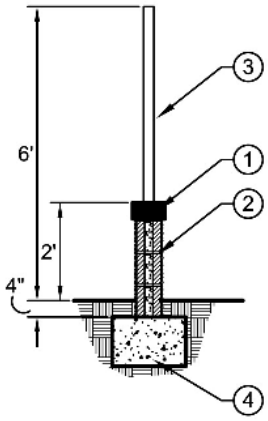


1. 2 1/2" SQ. TUBULAR STEEL POST W/DECORATIVE CAP
2. 1 1/2" X 1" 12 GA. TUBULAR STEEL TOP & BOTTOM RAILS LAY FLAT
3. 1/2" SQ. X 16 GA. TUBULAR STEEL FENCE PICKETS @4" O.C. MAX.

   *FENCE TO BE "GENESIS" BY AMERISTAR OR EQUAL.
4. PILASTER TO BE CONSTRUCTED FROM 8X8X16 COLORED SPLIT FACE BLOCK.
5. 4" HIGH PRE-CAST CAP SMOOTH FINISH, CUT TO FORM 28" SQ.
6. 4" HIGH X 16" SQ. PRE-CAST CAP SMOOTH FINISH

Exhibit 7-28: View Fence Detail



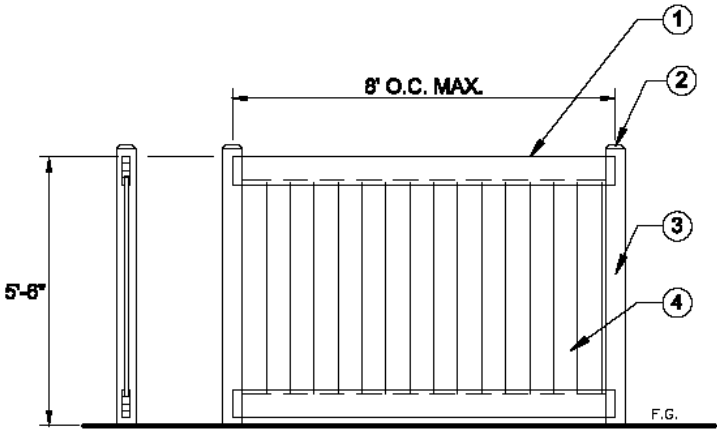


1. 8X4X16 CMU PRECISION CAP BY ANGELUS BLOCK
2. 6x8x16 SPLIT FACED BLOCK (OUTSIDE FACE ONLY) BY ANGELUS BLOCK
3. PILASTER TO BE CONSTRUCTED FROM SPLIT FACE BLOCK, RIVER ROCK, LEDGE STONE, FLAG STONE, BRICK OR OTHER DECORATIVE MATERIAL APPROVED BY THE CITY. LOCATE AT CORNERS & MAX 150' O.C.
4. 4" HIGH PRE-CAST CAP SMOOTH FINISH, CUT TO FORM 28" SQ.
5. 4" HIGH x 16" SQ. PRE-CAST CAP SMOOTH FINISH
6. CONCRETE FOOTING



COMMUNITY WALL: 6x8x16 SPLIT FACE
(OUTSIDE FACING ONLY)
COLOR: "CANYON BLUFF"
FROM: ANGELUS BLOCK OR EQUAL CAP: 4" HIGH PRECISION CAP BY ANGELUS BLOCK OR EQUAL.
COLOR TO BE: "HARVEST"

Exhibit 7-29: Combo Wall Detail



1. 2X7 TOP & BOTTOM RAIL
2. POST CAP
3. 4X4 VINYL POST
4. 1X6 VINYL PANEL

NOTE:
PRIVACY VINYL FENCE IS ONLY PERMITTED WITHIN THE INTERIOR WALLS/FENCES FOR PLANNING AREAS 1-4

Exhibit 7-30: Privacy Vinyl Wall Detail

- Integration of well- defined pedestrian connections to the Great Park. Refer to Exhibit 7-22: Trail Connection To Great Park; and
- Connection to recreation areas. Refer to the detailed conceptual illustrations. Refer to Exhibit 7-23: Interior Paseo Concept.

7.7.10 Community Walls and Fencing

Walls are a major component in achieving an overall community theme within the Parkside Specific Plan. A strong, cohesive appearance is achieved through the use of "community walls" and general overall wall guidelines.

All walls that adjoin community streetscenes and are along the boundary edges of the Great Park and facing the Cucamonga Creek Channel shall be deemed "community walls." Non-climbing fencing shall be used around the Cucamonga Creek Channel to prevent children from climbing the fence to gain access. All wall and fencing designs and layout shall be approved by the City prior to construction.

Perimeter Walls and Fencing

Where common or private areas interface with perimeter streets, public open space and/or residential lots, a solid decorative theme wall, a tubular steel view fence with matching themed pilasters, and/or a combo wall shall be constructed. Masonry walls or screening walls shall have climbing plants or anti-graffiti elements to prevent vandalism. Refer to Exhibit 7-24: Fence/Wall Plan and Exhibit 7-27: Combo Wall Detail.

For front yards facing the Great Park the same themed block or view fence shall be used between the buildings to secure the project behind. These wall/fences shall be located behind the building setback and arranged to create a project-wide unifying appearance.

Interior Solid Walls and Fencing

Where privacy or protection of in-tract common and private area views dictates, walls shall either be tubular steel construction or decorative masonry block. Reverse frontage walls (both sides) and any wall return that is visible from the street shall be constructed of split-face block or precision block that is plastered or stuccoed with a color that blends with the Parkside color palette. Decorative caps and the use of decorative themed pilasters to help enhance the perimeter appeal of the walls are encouraged. Walls visible from the community streets shall not be exposed or painted precision block. Refer to Exhibit 7-24: Fence/Wall Plan and Exhibit 7-25: Wall Detail.

View Fencing

These fences allow open views but not physical access; they shall be a minimum of 5 feet high and made of tubular steel construction. Areas where view fencing occurs will be subject to review by the City. Refer to Exhibit 7-24: Fence/Wall Plan and Exhibit 7-26: View Fence Detail.

Privacy Fencing

These fences provide privacy between homes within the neighborhoods. These fences will be 5 feet- 6 inches tall with a post and cap design. These fences will be vinyl and the posts will be a maximum of 8 feet on center. This fencing is permitted for all housing types in non-publicly visible locations. Refer to Exhibit 7-28: Privacy Vinyl Wall Detail

Garden Low Walls (Along Paseos)

These walls provide transition between public and private spaces. These walls may be 3 feet - 5 inches tall at maximum along paseos. Per the provided development standards, 3 feet is acceptable too.

7.7.11 Outdoor Lighting

Lighting standards within the Specific Plan area shall be consistent in style, color, and materials in order to maintain uniformity throughout. Lighting should be subtle, providing a soft wash of light over illuminated objects such as monumentation. A hierarchy shall be established by using a variety of lighting fixtures and illumination levels based off of lighting design intent. Lighting styles shall tie into architectural styles and provide sufficient illumination for the safety and well-being of the community.

Specimen trees may be uplighted with several fixtures into the canopy to avoid creating dark sides of the trees. Providing adequate lighting within the vehicular turn-around areas and lanes (private alleys) is essential. Lighting shall have anti-vandalism fixtures.

Each residential unit shall have illuminated addresses at the front door and the garage door, if the garage faces an alley.

Entry Monuments

Avoid intensely bright or "hot" lighting of monuments; rather, each should be lit to provide a soft wash of light across the monument signage. Specimen trees should be uplighted with several fixtures into the canopy to avoid creating dark sides of the trees.

Recreation Center

Uplighting of specimen trees is very important and providing adequate lighting within the vehicular turn-around areas. Recreation center monumentation/kiosk should also be illuminated.

Community Park/Linear Park/Paseo Lighting

Lighting of the walkways, tot lot, and parking area within the Parks and Paseo Trail System should be considered for safety and security. Utilization of a traditional Globe/ Acorn Post mounted light fixture should be considered for both the park open space areas as well as interior street lighting fixtures. Keeping with the character of traditional materials, this will help to create a better sense of scale to the pedestrian.

7.7.12 Mailboxes

The developers shall work with the United States Post Office to determine the best possible location for mailboxes within the residential subdivisions. The developer(s) will determine the specifications for the mailbox units.

7.8 Landscape Implementation

7.8.1 Improvement Responsibility Landscape Maintenance

Landscape Maintenance

- All public landscapes, including slopes, street trees, lighting, and irrigation systems, shall be maintained by the City Landscape Maintenance District;
- Front yard landscapes shall be installed by the developer, and maintained by the homeowner in a healthy condition at all times; and
- All manufactured and cut/fill slopes which exceed 3 feet in height shall be planted by the developer with an effective mixture of groundcover, shrubs, and trees. Such slopes shall also be irrigated as necessary to ensure germination and establishment in conformance with the fuel modification guidelines described later in this document.

7.8.2 Homebuilder Landscape Requirements

Public Landscapes (HOA and City Maintained Areas)

- Landscape plantings in public areas should reflect a commitment to both developing a "sense of place" and maintaining harmony with Ontario Ranch;
- A landscape architect licensed in California shall be retained to prepare planting and irrigation plans for all public areas. Arrangement of plants should incorporate the concepts of mass planting; plants should be placed to allow them to grow to their natural sizes and forms, and sheared hedges should be kept to a minimum;
- Minimum sizes of trees shall conform to Table 7-1~~5~~4: On-Site Tree Size; and
- All pathways, shall be designed to be barrier free and meet ADA guidelines.

The plant list at the end of this section offers a suggested plant palette for Parkside; while it is by no means all-inclusive, plantings in public areas should draw primarily from this palette for visual community continuity.

Table 7-14: On-Site Tree Size

Trees	Percentage on-site
15 Gallon	~~60%~~ 55%
24" Box	~~25%~~ 30%
36" Box	10%
48" Box	5%

Front Yard Landscapes

Plantings in front yards may vary substantially from the Specific Plan palette, but should retain some of the character and style of the public plantings. No more than 25 percent of the total square footage of any front yard shall be lawn; the balance shall be composed of shrubs and groundcovers, with an emphasis on drought tolerant plant species. Each front yard shall be planted with one 24-gallon tree (minimum). Installation of landscaping within the front yards of single family detached housing products will be provided by the home builder. Front yard landscaping shall be installed prior to Certificate of Occupancy.

Soil Testing

Soil samples shall be taken from several locations after the completion of rough grading operations, and a reputable soil-testing laboratory shall perform an agronomic soils test. The test shall assess soil fertility needs for water-wise California native and Mediterranean plant types. No planting shall take place until the soil has been properly prepared based on the recommendations of the soils testing laboratory.

Slope Landscaping (HOA)

All manufactured and cut/fill slopes which exceed 3 feet in height shall be planted with an effective mixture of groundcover, shrubs, and trees. These slopes shall be installed before the Certificates of Occupancy. Such slopes shall also be irrigated as necessary to ensure germination and establishment in conformance with the fuel modification guidelines.

Private Interior Slopes: Residential Interior

- Private interior slopes may be more ornamental in character than exterior slopes. They may have a somewhat broader range of plant materials than exterior slopes, but should still be chosen primarily from the plant palette and are subject to the same fuel modification restrictions; and
- All manufactured and cut/fill slopes which exceed 3 feet in height shall be planted by the developer with an effective mixture of groundcover, shrubs, and trees. Such slopes shall also be irrigated as necessary to ensure germination and establishment in conformance with the fuel modification guidelines described later in this document. All slopes shall be landscaped in accordance with the City standards.

Streetscape Landscaping

Streetscape Development Standards

- Turf grass shall not exceed 30 percent of streetscape planting and shall be located adjacent to the sidewalk or curb line;
- All new plantings within the planned community shall draw substantially from Table 7-16—Community Plant Palette;
- All streetscape landscaping within the Parkside planned community will be implemented by the Developer in accordance with this Specific Plan;

- A balance of evergreen and deciduous trees shall be considered during the planning process for the selection of street trees and understory trees between them (if any). Street trees shall be sized per City standards;
- The Developer shall install all primary and secondary improvements concurrently with the construction of the roadway on which they front. Neighborhood intersections shall be constructed as each neighborhood street is built;
- The Developer shall provide site inspection of all construction and installation of entries and intersections in accordance with City requirements; Self-attached vines are to be added against block walls;
- Along community walls, the use of 5-gallon plant material for hedgegrows is preferred; and
- Closely spaced plant materials (to horticultural practices) are expected on this project.

Irrigation Design

Irrigation for both public and private landscapes should be designed to be as water-efficient as possible. All irrigation systems shall comply with Subsection 6.05.035C Irrigation Requirements of the Ontario Development Code. All City maintained landscapes (CFD areas) are to be controlled with a central controlled system as approved by the City's Parks and Maintenance Department, and trees plantings are to consist of root barriers and a pop up stream bubbler system on a separate valve. Irrigation design shall meet the requirements of the Landscape Development Standards.

Addresses

Each single family home will be required to have the address numbers painted on the curb with black numerals on a white reflective paint background. Each homeowner will be responsible for the maintenance of these numbers.

7.9 Design Guideline Implementation

7.9.1 Design Review Submittal Requirements

The master developer shall review all plans prior to submittal to the City for Plan Check. This design review process will include these steps: conceptual review, refined review and construction document review prior to plans being submitted for City processing. The design review process will ensure the vision of Parkside will be implemented.

Table 7-15: Community Plant Palette

Note: The landscape materials (trees, shrubs, vines, and groundcovers) will be provided per the Streetscape Master Plan.

BOTANICAL NAME	COMMON NAME	Archibald Avenue	Eucalyptus Avenue	Ontario Ranch Road	Hellman Avenue	Carpenter Avenue	Cucamonga Creek Channel	Primary Street / Park Loop Street	Interior Neighborhood Streets	Lanes (Private Alleys)	Community Gateway Monuments & Entries	Secondary Community Entries	Interior Paseo & Pocket Parks	Commerical Area
Shrubs														
Acacia redolens	Creeping Acacia						•							
Agapanthus africanus	Lily-of-the-Nile				•					•			•	
Agave attenuata	Foxtail Agave										•	•	•	
Agave desmettiana 'Variegata'	Variegated Dwarf Century Plant												•	•
Agave vilmoriniana	Octopus Agave										•	•		
Agave weberi	Weber's Century Plant										•	•		
Aloe species	Aloe										•		•	
Alyogene huegelii	Blue Hibiscus					•				•				
Arctostaphyllos species	Manzanita						•							
Baccharis pilularis	Coyote Brush						•							
Buxus m. japonica	Japanese Boxwood										•	•	•	•
Callistemon viminalis 'LittleJohn'	Dwarf Bottlebrush							•	•					
Carex Specs	Sedge							•	•	•	•	•	•	
Carissa grandiflora 'Green Carpet'	Natal Plum							•	•					
Ceanothus species	California Lilac						•							
Chondropetalum tectorum	Cape Rush								•				•	
Cistus purpureus	Rockrose					•	•							
Cistus salvifolius 'Prostratus'	Sageleaf Rockrose				•									
Cotoneaster lacteus	Late cotoneaster				•									
Cotonesaster species	Cotoneaster						•				•		•	
Dianella revoluta 'DR5000'	Little Rev Flax Lily				•			•	•	•	•	•	•	•
Dianella tasmanica 'Silver Streak'	Silver Streak Flax Lily							•	•	•	•	•	•	•
Dietes bicolor	Fortnight Lily						•			•	•	•	•	•
Echium fastuosum	Pride of Madiera												•	
Eleagnus pungens	Silverberry						•						•	
Eschscholzia californica	California Poppy						•							
Euryops pectinatus	Grey-Leafed Euryops												•	
Fremontodendron californicum	Flannel Bush						•							

Table 7-15: Community Plant Palette

Note: The landscape materials (trees, shrubs, vines, and groundcovers) will be provided per the Streetscape Master Plan.

BOTANICAL NAME	COMMON NAME	Archibald Avenue	Eucalyptus Avenue	Ontario Ranch Road	Hellman Avenue	Carpenter Avenue	Cucamonga Creek Channel	Primary Street / Park Loop Street	Interior Neighborhood Streets	Lanes (Private Alleys)	Community Gateway Monuments & Entries	Secondary Community Entries	Interior Paseo & Pocket Parks	Commerical Area
Shrubs														
Gardenia jasminoides	Gardenia											•	•	
Grevillea species	N.C.N				•								•	
Hemerocallis species	Day Lily									•	•	•	•	
Heteromeles arbutifolia	Toyon				•		•							
Hibiscus rosa-sinensis	Golden Dust Hibiscus													
Ilex species	Holly										•			
Juniperus chinensis & CVS	Juniper									•				
Kniphofia uvaria	Red-Hot Poker												•	•
Lantana montevidensis	Lantana										•	•	•	
Lavandula species	Lavendar										•	•	•	•
Leptospermum scoparium 'Snow White'	New Zealand Tea Tree												•	
Leymus condensatus 'Canyon Prince'	Canyon Prince Wild Rye							•	•	•	•	•	•	•
Ligustrum japonicum 'Texanum'	Glossy Privet									•	•	•	•	•
Limonium perezii	Statice						•							
Liriope species	Lily Turf												•	
Muhlenbergia rigens	Deer Grass						•							•
Myroporum parvifolium	N.C.N.							•	•		•			•
Myrtus communis 'Compacta'	Dwarf Myrtle											•	•	
Pittosporum tobira & CVS	Mock Orange							•	•		•	•	•	•
Pittosporum tobira variegated	Tobira Variegated									•				•
Plumbago auriculata	Cape Plumbago												•	
Prunus caroliniana 'Bright & Tight'	Carolina Cherry	•			•									
Pyracantha species	Fire Thorn							•	•		•	•		
Rhaphiolepis indica	India Hawthorne		•					•	•		•	•	•	•
Rhus integrifolia	Lemonade Berry									•				•
Rosa species	Rose		•	•							•	•		
Rosmarinus offcianalis	Rosemary							•	•		•	•	•	•

Table 7-15: Community Plant Palette

Note: The landscape materials (trees, shrubs, vines, and groundcovers) will be provided per the Streetscape Master Plan.

BOTANICAL NAME	COMMON NAME	Archibald Avenue	Eucalyptus Avenue	Ontario Ranch Road	Hellman Avenue	Carpenter Avenue	Cucamonga Creek Channel	Primary Street / Park Loop Street	Interior Neighborhood Streets	Lanes (Private Alleys)	Community Gateway Monuments & Entries	Secondary Community Entries	Interior Paseo & Pocket Parks	Commerical Area
Shrubs														
Salvia clevelandii	Cleveland Sage												•	
Salvia species	Sage												•	
Senecio mandraliscae	Blue Chalk Sticks				•			•					•	
Strelizia reginae	Bird-of-Paradise												•	•
Tecoma stans 'Sierra Apricot'	Sierra Apricot						•	•					•	
Trachelospermum jasminoides	Star Jasmine									•			•	•
Viburnum plicatum	Japanese Snowball			•										
Viburnum tinus	Laurustinus Viburnum			•									•	•
Westringia fruticosa	Westringia												•	
Xylosma congestum	Shiny Xylosma							•	•		•	•		
Yucca recurvifolia	Pendulous Yucca										•	•		

Note: Landscape slopes shall not be greater than 3:1.

Table 7-15: Community Plant Palette

Note: The landscape materials (trees, shrubs, vines, and groundcovers) will be provided per the Streetscape Master Plan.

BOTANICAL NAME	COMMON NAME	Archibald Avenue	Eucalyptus Avenue	Ontario Ranch Road	Hellman Avenue	Carpenter Avenue	Cucamonga Creek Channel	Primary Street / Park Loop Street	Interior Neighborhood Streets	Lanes (Private Alleys)	Community Gateway Monuments & Entries	Secondary Community Entries	Interior Paseo & Pocket Parks	Commercial Area
Trees														
Albizia julibrissin 'Rosa'	Silk Tree								•					
Alnus rhombifolia	White Alder						•							
Bauhinia purpurea	Orchid Tree										•	•	•	•
Cedrus deodara	Deodar Cedar											•		
Celtis sinensis	Chinese Hackberry				•									
Cercidium hybrid 'Desert Museum'	Desert Museum Palo Verde							•	•					
Cercis occidentalis	Western Redbud				•									
Chitalpa tashkentensis	Chitalpa Tree						•			•			•	
Cinnamomum camphora	Camphor Tree			•				•						
Citrus sinensis	Orange Tree										•		•	
Cupaniopsis anacardioides	Carrotwood								•					•
Cupressus sempervirens	Italian Cypres										•	•	•	
Eucalyptus sideroxylon 'Rosea'	Pink Iron Bark						•							
Fraxinus angustifolis	Raywood Ash	•												
Geijera parvifolia	Australian Willow									•				
Gleditsia t. inermis 'Shademaster'	Honey Locust								•				•	
Heteromeles arbutifolia	Toyon					•	•						•	
Jacaranda mimosifolia	Jacaranda											•	•	
Koelreuteria bipinnata	Chinese Flame Tree							•					•	
Lagerstroemia farnesia	Crape Myrtle								•		•		•	•
Lagerstroemia indica 'Nanchez'	White Crape Myrtle			•										
Lagerstroemia x 'Muskogee'	Muskogee Crape Myrtle	•												
~~Magnolia grandiflora 'Little Gem'~~	~~Southern Magnolia~~											•	•	
~~Magnolia grandiflora 'Magestic Beauty'~~	~~Magesitc Beautify Magnolia~~		•											
~~Magnolia grandiflora 'Russet'~~	~~Southern Magnolia~~								•				•	•
Melaleuca quinquenervia	Cajeput Tree												•	
Michelia champaca	Michelia												•	

Table 7-15: Community Plant Palette

Note: The landscape materials (trees, shrubs, vines, and groundcovers) will be provided per the Streetscape Master Plan.

BOTANICAL NAME	COMMON NAME	Archibald Avenue	Eucalyptus Avenue	Ontario Ranch Road	Hellman Avenue	Carpenter Avenue	Cucamonga Creek Channel	Primary Street / Park Loop Street	Interior Neighborhood Streets	Lanes (Private Alleys)	Community Gateway Monuments & Entries	Secondary Community Entries	Interior Paseo & Pocket Parks	Commercial Area
Trees														
Olea europaea	Olive										•	•		•
Phoenix dactylifera	Date Palm										•	•		•
Pinus canariensis	Canary Island Pine							•					•	•
Pinus eldarica	Afghan Pine	•		•	•						•	•	•	•
Pinus pinea	Italian Stone Pine	•									•			
Pistacia Chinensis	Chinese Pistache		•											
Pittosporum undulatum	Vicorian Box								•				•	
Platanus acerfolia 'Bloodgood'	London Plane Tree								•				•	
Podocarpus gracilior	Fern Podocarpus										•	•	•	•
Prosopis glandulosa 'Thornless'	Thornless Honey Mesquite								•				•	
~~Pyrus calleryana 'Chanticleer'~~	~~Chanticleer Pear~~								•	•			•	
~~Pyrus kawakamii~~	~~Evergreen Pear~~								•					•
Quercus agrifolia	Coast Live Oak							•			•			
Quercus douglasii	Blue Oak					•								
Quercus ilex	Holly Oak								•					•
Rhaphiolepis 'Majestic Beauty'	N.C.N.									•				
Schinus molle	California Pepper Tree							•					•	
Syagrus romanzoffianum	Queen Palm									•				
Tabebuia impetigniosa	Pink Trumpet Tree									•			•	
Tipuana tipu	Tipu Tree							•						
Tristania conferta	Brisbane Box								•				•	•
Ulmus parvifolia 'Ture Green'	Evergreen Elm							•	•					•

Table 7-15: Community Plant Palette

Note: The landscape materials (trees, shrubs, vines, and groundcovers) will be provided per the Streetscape Master Plan.

BOTANICAL NAME	COMMON NAME	Archibald Avenue	Eucalyptus Avenue	Edison Avenue	Hellman Avenue	Carpenter Avenue	Cucamonga Creek Channel	Primary Street / Park Loop Street	Interior Neighborhood Streets	Lanes (Private Alleys)	Community Gateway Monuments & Entries	Primary & Secondary Community Entries	Neighborhood Entries	Interior Paseo & Pocket Parks	Commerical Area
Vines															
Clematis ligusticifolia	Clematis	•												•	
Clytostoma callistegiodes	Violet Trumpet Vine		•												
Distictis buccinatoria	Blood Red Trumpet Vine			•											
Ficus repens	Creeping Fig						•	•	•						
Gelsemium sempervirens	Carolina Jessamine												•	•	
Jasminum polynthum	Pink Jasmine													•	
Macfadyana unguis-cati	Cat's Claw						•								
Pandorea jasminoides	Bower Vine														
Parthenocissus tricuspidata	Boston Ivy	•	•	•	•	•		•	•	•					
Passiflora species	Passion Flower							•	•					•	
Rosa banksiae	Lady Banks Rose							•	•					•	
Solanum jasminoides	Potato Vine													•	
Wisteria sinensis	Chinese Wisteria												•	•	

Chapter 8: Commercial Design Guidelines



New Orleans, Louisiana: City Park

8.0 Commercial Design Guidelines

8.1 Introduction

The Parkside Specific Plan area will include a commercial area in the northeastern portion of the project site, adjacent to Ontario Ranch Rd. and Archibald Ave. These non-residential uses will provide the residents of Parkside with shopping conveniently located nearby. Residents have the ability to access services by foot or ride their bicycles to shop at the commercial center.

The commercial site is included in Planning Area ~~21~~ 19, amounting to ~~11.3 net~~ 2.68 gross acres.

Throughout the commercial development, landscaping, site planning, and architectural design should be considered to create friendly and welcoming places to shop. These non-residential uses will continue the vision established in the residential community, including integrating pedestrian-friendly design.

In order to maintain the character of Parkside's residential community, the commercial area is expected to be developed with a compatible and harmonious quality. The Parkside Commercial Design Guidelines will help guide the development of the area to enhance the pedestrian experience and innovative design that contributes to the character of the entire Parkside Specific Plan area. These guidelines are not intended to be strictly enforced rules, but rather as a tool to aid the design process. Additionally, these guidelines have been generalized for the Parkside Specific Plan. Potential developers will be required to submit their own supplemental design guidelines for the Commercial development area to the City for approval.

The Commercial Design Guidelines Section is organized into the following components:

- Site Planning;
- Building Design;
- Architectural Details; and
- Open Space and Landscaping

8.1.1 Guiding Principles

Guiding Principles for commercial design for Parkside include:

Buildings should contribute to the qualitative nature of the overall neighborhood.

- Proper scale and proportions in massing and details should be used;
- Pedestrian open spaces should be implemented;
- Massing and articulation should be varied;
- Buildings should be designed at a human-scale; and
- Parking lots should be de-emphasized as much as possible.

Buildings should have an enduring quality.

- Design should draw inspiration from the rich and diverse Southern California architectural heritage;
- Materials and colors typical to Southern California should be used;
- Details and ornamentation should be authentic, as much as possible; and
- Design should create an inviting place to shop.

8.1.2 Review Process

These Commercial Design Guidelines are to be used as a general tool to guide the development of the northeastern portion of Parkside. Final designs will be subject to City approval. Additionally, more detailed Design Guidelines for each developer may be required by the City prior to final approval. Refer to the Ontario Development Code for further information regarding the review process.

8.2 Commercial Design Guidelines

8.2.1 Introduction

Commercial development within Parkside will continue the pedestrian-friendly character established in the residential community. By reducing the impact of the automobile on the appearance of the commercial development, appropriate site planning can de-emphasize the vehicle, creating a pleasant outdoor environment without ignoring the necessary needs of vehicular traffic. Through well executed planning, architecture, and landscape design, the commercial uses within Parkside will complement and, to some extent, integrate the residential community.

8.2.2 Site Planning

Orientation

Buildings should be oriented for best visibility from the surrounding streets. Windows and entries should face the streets, avoiding blank walls which could dominate public views. Stores with entries not visible from the street may be oriented towards pedestrian open space.

All primary entries should face onto a street or a connecting internal walkway.

Driveways and Sidewalks

The site shall be provided with a limited number of driveways to reduce the traffic impact along Ontario Ranch Rd. and Archibald Ave. Pedestrian crossing distances should be minimized at driveways. To increase safety for pedestrians, a raised median as a pedestrian island should be considered between travel lanes, especially those entries with more than one lane in any direction. Driveways should be paved with asphalt, concrete, or an enhanced paving material such as brick or concrete block.

Sidewalks should be located along natural travel paths for pedestrians. Sidewalks should be a minimum of 6 feet wide along pedestrian pathways and a minimum of 8 feet in width along more heavily traveled commercial areas.

Street Frontage and Buildings

Street side buildings, or those with no parking separating them from the street, should use faux windows and entry features to soften the building's appearance from the street. These buildings should not be more than 100 feet long without a pedestrian plaza or walkway breaking the building mass and connecting the parking lot with the street. On corners, buildings should utilize massing elements to anchor the corner.

Street Side Setbacks and Buildings

The sides of buildings along street edges should be landscaped within the setback to soften the building's appearance to the street, as well as provide additional windows or design elements. Refer to the Ontario Development Code for specific setback requirements.

Street Frontage and Parking Lots

Parking lots should generally be placed away from streets. No street frontages should consist of a continuous parking lot, but should be broken up with buildings, landscaping, plazas, and other pedestrian features. Any parking along street edges should be set back with a landscaped buffer to minimize the dominant feeling of the automobile along the street. Continuous parking stalls may be interrupted by landscaped islands, no more than 10 stalls apart.

Service and Storage Areas

Loading docks, garages, and storage areas are to be located behind or to the side of buildings, siding onto secondary access and not primary streets. These features must be screened with walls and landscaping as much as possible from public view of streets, residences, and sidewalks. Loading docks and storage areas should not conflict with pedestrian walkways.

Refuse Containers, Utility and Mechanical Equipment

Refuse containers and equipment should be easily accessed by service vehicles but screened from view of the streets, parking lots, and connecting walkways through roof forms, walls, and/or landscaping. Screening details should incorporate elements that are compatible with the architectural style of the building. Proper landscaping, including trellises, also may help to screen these elements. Equipment and enclosures shall not be located near pedestrian walkways.

8.2.3 Building Design

Massing

With larger buildings, appropriate massing becomes more important to maintain the human-scale of the development and create a visually pleasing environment. Bay windows, stepped buildings, height changes, and setback variations between stores helps to break up large buildings as well as indicate entries and store locations to customers. Tower elements or monumental features are encouraged at focal points, such as corners, plazas, major entrances, or where walkways meet streets. All elevations of a tower element or monumental feature shall be completely constructed. In no instance shall a feature of this nature be left unfinished and exposed to public view.

Roof Forms

Hipped and gable roofs are encouraged. Roof pitches should be compatible with the architectural style of the building. Flat roofs should vary in height and be accompanied by cornice, trim, or other accent features.

Entry Design

Building entries should be prominent and easily identified. Various elements can be used to enhance the entry features including massing variation, materials and color change, change in roof form, and awnings. For smaller retail buildings, as part of a cluster or strip, arcades, awnings, and simple signage may be acceptable as entries.

Arcades, Trellises, and Awnings

Outdoor arcades along store fronts are encouraged over pedestrian walkways. Arcades may be used to connect separate buildings, or to provide a more pleasing

experience for pedestrians. Trellises or awnings may also be used to create a covered walkway to protect pedestrians from the sun and rain.

8.2.4 Architectural Details

Architectural Styles

A consistent architectural style should be used throughout the commercial development in Planning Area 21 to create a sense of continuity between the buildings. Related elements, such as trellises, planters, light-standards, windows, doors, etc. should also adopt detailing that is compatible with the selected architectural style. The selected style of the commercial development does not necessarily need to be of any one of those available for the residential community but should be compatible with them.

Architectural styles should derive or be adapted from Southern California and Ontario's history. Acceptable styles generally respond to the region's climate including such features as shade windows, outdoor circulation, and outdoor courtyards or plazas, recessed window frames, awnings, arcades, loggias, and trellises.

Building Wall Treatment

No wall should have a blank, uninterrupted length exceeding 20 feet without including one of the following:

- Change in texture;
- Change in material;
- Change in plane;
- Lattice; and
- A tree or equivalent element.

Facades that are visible from adjacent streets or walkways should display even greater visual interest by using architectural elements that break up the massing of large buildings, such as windows, arcades, awnings, porticos, and other architectural features.

Base and Top Treatments

Base and top treatments help to balance the "weight" of the building visually. Bases should appear to "ground" the building, while tops create a defined edge to the roofline. Possible treatment techniques are as follows:

- Base;
- Thicker walls;
- Natural materials;
- Different colored materials; and
- Enriched landscaping with a mature height of at least 18 inches.

Special materials, such as ceramic tile, granite, stone, and marble, are encouraged on the base of buildings that face streets or connecting walkways, especially adjacent to major entries.

- Tops;
- Cornice treatments;
- Roof overhangs with brackets;
- Stepped parapets;
- Textured materials; and
- Different colored materials.

Exterior Materials

Recommended materials include stucco, exterior plaster, brick, siding, tile, or stone. Exterior materials that appear pre-fabricated are not recommended. Selected materials and detailing should have an enduring appearance.

Roof Materials

Roofing materials that are generally acceptable include metal standing seam, asphalt shingles, tile, ceramic tile, and slate or slate-like materials.

Colors

Color selection should be consistent with the selected architecture style.

8.2.5 Open Space and Landscaping

Site Accessories

Site accessories, such as recycling bins, bike racks, litter cans, planters, benches, and transit shelters, should use materials and have an architectural character consistent with the overall development. These accessories should be graffiti-resistant with materials that are easy to clean and paint.

Connecting Walkways

Walkways throughout the commercial development should connect the various buildings to each other and to the sidewalks along Ontario Ranch Rd. and Archibald Ave. Use of trellises, landscaping, sitting areas, and the site planning of buildings adjacent to one another will encourage pedestrian activity within the commercial area. A typical walkway should be a minimum of 6-feet wide. In large parking lots, pedestrian walkways should be provided within the median of at least one or two parking aisles depending on the size of the commercial center and/or design of the center.

Pedestrian walkways that may also be used for emergency access must allow a minimum clearance of 30-feet wide and 14 feet in vertical clearance.

Off-site Connections

Off-site connections should be provided from the commercial area to Parkside's residential development. Access to the residential community will be available by special pedestrian walkways.

Plazas

Plazas are encouraged as much as possible to emphasize a pedestrian-friendly environment by creating locations within the commercial development that allow for people to gather. Plazas create a more inviting feeling to pedestrians, allowing them to feel safe from the vehicular dominated parking lot. These outdoor places may include water features, landscaping, and other elements to create a comfortable place to sit. Plazas are encouraged where high levels of pedestrian activity are expected, such as adjacent to major entrances and nearby uses that allow for more interactivity with the plaza such as delis, cafes, restaurants, bakeries, and other food services.

Landscaping

Landscaping helps to soften the feel of the buildings and parking lots while enhancing the visual quality of the site. The following landscaping techniques may be used:

- Provide special landscaping treatment at all project site entries and building entries;
- Provide shade/canopy trees within parking areas;
- Use plants to define outdoor spaces such as edges, outdoor plazas, or movement paths between parking and building entrances; and
- Choose plantings that will provide a continuity of form across the entire project site.

Shrubs and tree canopies shall not be higher than 3 feet or lower than 7 feet respectively to allow police officers the ability to patrol the project site without visual obstructions. Plants near low-lying windows shall have thorns as a deterrent for suspects hiding and removing glass panes as a point of entry.

Where a parking lot contains 10 or more parking spaces and is visible from a street, not less than 5 percent of the total area, excluding any perimeter landscaping, shall be landscaped. Such landscaping shall be concentrated in any one location. A minimum of 50 percent of the plant material shall be canopy or shade trees.

All rows of parking spaces shall be provided with landscape islands at each row terminus, minimum 5-feet wide exclusive of curbs, to protect parked vehicles, ensure visibility, confine moving traffic to drive aisles and driveways, and provide within each row of parking spaces, landscaped islands, minimum 5-feet wide, exclusive of curbs, located so as to prevent more than 10 vehicles from being parked side-by-side in an abutting configuration.

Landscaped areas shall be delineated with a concrete curb, minimum 6-inch high by 6-inch wide; except where a landscape area is parallel and adjacent to a parking stall, the curb shall be a minimum 6-inches high by 12-inches wide to provide an area for persons to step when entering or exiting a motor vehicle.

Outdoor Storage Areas

Outdoor storage areas should be incorporated into the design of the project to avoid visual impacts on the site. Outdoor storage areas should be located away from the street, behind, or to the side of buildings. Walls and landscaping should be used to screen stored materials.

Transit Shelters

Transit shelters should be incorporated into the design of the commercial project and will be designed according to guidelines provided by the transit agency of Ontario. The commercial developer should explore, with the transit agency and the City, possibilities for a building that is integrated architecturally with the project through its color, materials, and architectural style.

Pedestrian walkways should be provided for easy accessibility by pedestrians moving to and from the transit stop to the commercial development.

Fence and Wall Design

Chain-link fencing, barbed wire, corrugated metal fencing, and “tennis windscreens” are not permitted. Fences and walls should be built with attractive, durable materials, including (but not limited to), wrought iron, textured concrete block, brick, or formed concrete with reveals. Fences or walls should be consistent with architectural style, materials, and designs used throughout the project site. Walls and fences should not exceed a height of 6 feet without being made of texture concrete block, interlocking “diamond” blocks, formed concrete with reveals, or similar materials to a maximum of 8 feet from grade.

Along streets, walls and fences should not exceed 42-inch in height. Avoid long expanses of uninterrupted fences and walls. Use of an opening, planter box, material

change, pilaster, or post is acceptable. Openings shall be provided to connect walkways directly to the street and to allow pedestrians to avoid long, inconvenient walking paths. These pedestrian portals should be announced by pilasters, trellis, special landscaping, or other special features.

Lighting

Lighting standards under 32 feet high should provide adequate illumination throughout the project site during the nighttime hours. Lighting fixtures should be designed to be compatible with the architectural styles selected for the project site. At a minimum, all light standards should have an attractive base and top; overhead "cobra head" standards are not permitted. Buildings and landscaping can be illuminated indirectly to create a strong positive image. Along pedestrian walks, lighting should provide appropriate illumination at a human scale without glare. Lighting within larger parking lots should provide safe visibility. Service area lighting should be positioned to not be seen from public view.

8.2.6 Sign Program

Refer to Section 6.18, Signage.



Exhibit 8-1: Reta Site Plan

Chapter 9: General Plan Consistency



Portland, Maine: Deering Oaks Memorial

9.0 General Plan Consistency

California Government Code (Title 7, Division 1, Chapter 3, Article 8, Section 65450-65457) permits the adoption and administration of specific plans as an implementation tool for elements contained in the local General Plan. Specific plans must demonstrate consistency In regulations, guidelines, and programs with the goals and policies set forth in the General Plan.

The ~~Subarea 29~~ Parkside Specific Plan (SP) has been prepared in conformance with the goals and policies of The Ontario Plan (TOP) Policy Plan (General Plan). The policy analysis in this Chapter describes the manner in which the SP complies with TOP Goals and Polices applicable to the project.

Policy Plan Goals and Policies	Specific Plan Consistency
Land Use Element	
GOAL LU-1: A community that has a spectrum of housing types and price ranges that match the jobs in the City and that make it possible for people to live and work in Ontario and maintain a quality of life.	
LU-1.1: Strategic Growth. We concentrate growth in strategic locations that help create place and identify, maximizes available and planned infrastructure, and foster the development of transit, and support the expansion of the active and multimodal transportation networks throughout the City.	The Specific Plan area is within the Ontario Ranch as identified in The Ontario Plan. The Specific Plan will adhere to current approved City Infrastructure Master Plans.
LU-1.2: Sustainable Community Strategy. We integrate state, regional and local Sustainable Community/ Smart Growth principles into the development and entitlement process.	Sustainable Community/Smart Growth principles are incorporated into Land Use Plan. Pedestrian sidewalks and multipurpose trails provide connectivity.
LU-1.3: Adequate Capacity. We require adequate infrastructure and services for all development.	The Specific Plan establishes an infrastructure and public facilities plan to ensure that adequate roadways and public utilities including sewer, water and drainage facilities along with parks and other public facilities are provided to serve the Specific Plan area.
LU-1.4: Mobility. We require development and urban design, where appropriate, that reduces reliance on the automobile and capitalizes on ~~multi-modal transportation opportunities. (Link to Mobility Element Policy M3-3)~~ active transportation, transit, electric vehicles, and multimodal transportation opportunities (Link to Mobility Element Policies M-2.1, M-3.3; Community Design Element Policy CD-2.6, CD-3.1, CD-3.3, CD3.6).	Multipurpose trails are provided within the Specific Plan area as shown on the City's Multipurpose Trails and Bikeway Corridor Plan.
LU-1.6: Complete Community. We incorporate a variety of land uses and building types in our land use planning efforts that result in a complete community where residents at all stages of life, employers, workers and visitors have a wide spectrum of choices of where they can live, work, shop and recreate within Ontario. ~~(Link to Complete Community Section of Community Economics Element)~~ (Link to Community Economics Element Complete Community Section; Community Design Element Urban, Mixed Use, and Transit-oriented Place Types Section)	The Specific Plan plans for a complete community with a mix of residential, commercial, and parks where residents can live, work, shop and recreate.
GOAL LU-2: Compatibility between a wide range of uses and resultant urban patterns and forms.	
LU-2.6: Infrastructure Compatibility. We require infrastructure to be aesthetically pleasing and in context with the community character.	The Specific Plan provides for an aesthetically pleasing streetscape concept.
LU-2.9: Methane Gas Sites. We require sensitive land uses and new uses on former dairy farms or other methane-producing sites be designed to minimize health risks.	The project will comply with appropriate mitigation measures identified in the project EIR for soil remediation and proper venting to address the potential existence of methane gases within the project. Per development requirements, soil that is potentially methane producing will be removed from the site to minimize risks.

Policy Plan Goals and Policies	Specific Plan Consistency
GOAL LU-3: Staff, regulations and processes that support and allow flexible response to conditions and circumstances in order to achieve the Vision.	
LU-3.1: Development Standards. We maintain clear development standards which allow flexibility to achieve our Vision and provide objective standards that ensure predictability and deliver the intended physical outcomes. (Link to Community Design Element Design Quality and Urban, Mixed Use, and Transit-oriented Place Types Sections)	Utilizing the Specific Plan tool enables flexible development standards to be implemented, encouraging a range of housing and community design ideas. The standards set forth are implementable which helps maintain the vision and provide clear direction while encouraging creativity. .
GOAL LU-4: Development that provides short-term value only when the opportunity to achieve our Vision can be preserved.	
LU-4.3: Infrastructure Timing. We require that the necessary infrastructure and services be in place prior to or concurrently with development.	The Specific Plan establishes an infrastructure and public facilities plan to ensure that adequate roadways and public utilities including sewer, water and drainage facilities along with parks and other public facilities are provided to serve the Specific Plan area.
GOAL LU-5: Integrated airport systems facilities that minimize negative impacts to the community and maximize economic benefits.	
LU-5.7: ALUCP Consistency and Land Use Regulations. We comply with state law that requires general plans, specific plans and all new development to be consistent with the policies and criteria set forth within an Airport Land Use Compatibility Plan for any public use airport.	The Specific Plan is located within the Airport Influence Areas of Chino Airport and Ontario International Airport. The Specific Plan is considered to be an "existing land Use" as defined by the Riverside county ALUCP for the Chino Airport and the ONT ALUCP.
Housing Element	
GOAL H-2: Diversity of types of quality housing that are affordable to a range of household income levels, accommodate changing demographics, and support and reinforce the economic sustainability of Ontario.	
H-2.4: ~~New Model Colony~~ Ontario Ranch. We support a premier lifestyle community in the ~~New Model Colony~~ Ontario Ranch, distinguished by diverse housing, highest design quality, and cohesive and highly amenitized neighborhoods.	The Specific Plan features detached and attached single-family and multi-family housing types in a variety of plotting configurations distinguished by the highest design quality and cohesive and highly amenitized neighborhoods.
H-2.5: Housing Design. We require architectural excellence through adherence to City design guidelines, thoughtful site planning, environmentally sustainable practices and other best practices.	The Specific Plan has is own design guidelines to achieve architectural excellence.

Policy Plan Goals and Policies	Specific Plan Consistency
GOAL H-4: Increased opportunities for low and moderate income households and families to afford and maintain quality ownership and rental housing opportunities, including move-up opportunities. Inclusive communities, racial equity, fair housing choice, and access to opportunity.	
~~H-4.2: Homeownership Opportunities. We increase and expand homeownership rates for lower and moderate income households by offering financial assistance, low-interest loans and educational resources, and by working in collaboration with partnerships.~~	~~The Housing Element has identified 1,510 dwelling units (at 10-24 du. ac) within the Specific Plan area to meet the Regional Housing Need Assessment (RHNA) for Moderate Income residents. Recently adopted Senate Bill 166, prohibits cities from allowing their inventory of available sites to be insufficient to meet their remaining unmet RHNA share for lower and moderate-income housing. California Government Code Section 65863 requires cities to make certain findings that the remaining housing element sites can accommodate the RHNA requirements by income level. The City has identified a surplus of 3,248 Moderate Income units with land availability to meet the requirements. Therefore, even if all the units are not constructed, the Specific Plan is still consistent with the Housing Element.~~
H-4.4: Mixed-income Housing. We encourage the integration of affordable housing in the ~~New Model Colony~~ Ontario Ranch, Ontario Airport Metro Center Area, and existing neighborhoods.	The Specific Plan provides for a wide range of home ownership opportunities for many different lifestyles.
GOAL H-5: A full range of housing types and community services that meet the special housing needs for all individuals and families in Ontario, regardless of income level, age or other status.	
H-5.1: Senior Housing. We support the development of accessible and affordable senior housing and provide financial assistance for seniors to maintain and improve their homes.	All development will meet the required accessibility requirements of either the California Residential Code or the California Building Code.
H-5.2: Family Housing. We support the development of larger rental apartments that are appropriate for families with children, including, as feasible, the provision of services, recreation and other amenities.	See comments under H4-2 above.
H-5.3: Disabled People. We increase the supply of permanent, affordable and accessible housing for people with disabilities, and provide assistance to allow them to maintain and improve their homes.	All development will meet the required accessibility requirements of either the California Residential Code or the California Building Code.
Parks and Recreation Element	
Goal PR-1: A system of safe and accessible parks that meets the needs of the community.	
PR-1.1: Access to Parks. ~~We strive to provide a park and/or recreational facility within walking distances (1/4 mile) of every residence.~~ In all new residential development areas, we strive to provide a park and/or recreational facility within walking distance (¼ mile) of every residence and prioritize the establishment of parks in environmental justice areas that do not have adequate access to parks.	The Specific Plan provides for parks, a multipurpose trails, and sidewalks that allow all homes to be within walking distance of a recreational facility.
PR-1.5: Acreage Standard. We strive to provide 5 acres of parkland (public and private) per 1,000 residents.	The Specific Plan provides for park land, park improvements and/or park fees or a combination thereof in order to meet and comply with City park standards.

Policy Plan Goals and Policies	Specific Plan Consistency
PR-1.6: Private Parks. We expect development to provide a minimum of 2 acres of developed private park space per 1,000 residents.	The Specific Plan will provide a minimum of 2 acres of developed private and/or public park space per 1,000 residents.
PR-1.9: Phased Development. We require parks be built in new communities before a significant proportion of residents move in.	Development within the Specific Plan is required to be reviewed and approved pursuant to the City's development review process which requires the approval of tentative and final subdivision maps for the project. Conditions of approval associated with the City's approval of tentative subdivision maps will provide for the timing of construction of parks as part of the development.
PR-1.11: Environmental Function of Parks. We require new parks to meet environmental management objectives.	The Specific Plan requires all new development to be reviewed and approved pursuant to the provisions of the City's development review process which provides for review by the City's Parks and Maintenance Department which may require the development to incorporate environmental management objectives into the design of parks.
PR-1.12: Trails. We promote connections between parks and local trails including those managed by other public agencies.	Multipurpose trails are provided within the Specific Plan area as shown on the City's Multipurpose Trails and Bikeway Corridor Plan.
PR-1.14: Multi-family Residential Developments. We require that new multi-family residential developments of five or more units provide recreational facilities or open space, in addition to paying adopted impact fees.	The Specific Plan requires that all condominium and multi-family developments within the project provide private recreational areas and/or pocket parks for residents of the development in addition to the payment by the developer of adopted impact fees.
Environmental Resources Element	
GOAL ER-1: A reliable and cost effective system that permits the City to manage its diverse water resources and needs.	
ER-1.3: ~~Conservation. We require conservation strategies that reduce water usage.~~ Conservation and Sustainable Water Supply. We work with regional water providers and users to conserve water and ensure sustainable local water supplies as more frequent droughts reduce long term local and regional water availability.	All Specific Plan development will meet CALGreen low flow fixture requirements. All irrigation systems meet the City's water conservation requirements.
ER-1.5: ~~Groundwater Management. We protect groundwater quality by incorporating strategies that prevent pollution, require remediation where necessary, capture and treat urban run-off, and recharge the aquifer.~~ Water Resource Management. Environmental justice areas are prioritized as we coordinate with local agencies to protect water quality, prevent pollution, address existing contamination, and remediate contaminated surface water and groundwater.	The Specific Plan development will comply with all applicable regulations in regards to protecting groundwater quality.

Policy Plan Goals and Policies	Specific Plan Consistency
ER-1.6: Urban Run-off Quantity. We encourage the use of low impact development strategies, including green infrastructure, to intercept run-off, slow the discharge rate, increase infiltration and ultimately reduce discharge volumes to traditional storm drain systems.	Specific Plan development shall be designed to detain, filter and treat surface runoff, in a manner and combination which is practical, to comply with the most recent requirements of the San Bernardino County NPDES Stormwater Program's Water Quality Management (WQMP) for significant new development projects.
ER-1.7: Urban Run-off Quality. We require the control and management of urban run-off, consistent with Regional Water Quality Control Board regulations.	The project is obligated to control urban run-off, consistent with Regional Water Quality Control Board regulations as part of the regional NPDES Permit.
ER-1.8: Wastewater Management. We require the management of wastewater discharge and collection consistent with waste discharge requirements adopted by the Regional Water Quality Control Board.	The project is obligated to comply with wastewater discharge and collection requirements adopted by the Regional Water Quality Control Board.
GOAL ER-3: Cost-effective and reliable energy system sustained through a combination of low impact building, site and neighborhood energy conservation and diverse sources of energy generation that collectively helps to minimize the region's carbon footprint.	
ER-3.1: Conservation Strategy. We require conservation as the first strategy to be employed to meet applicable energy-saving standards.	All development within the Specific Plan will meet California's stringent CALGreen and Energy Codes.
ER-3.2: Green Development- Communities. ~~We require the use of best practices identified in green community rating systems~~ We encourage the use of the LEED Neighborhood Development rating system, or similar mechanism, to guide the planning and development of all new communities.	The Specific Plan contains a broad mix of land uses, density, multi-purpose trails and proximity to planned transit as identified in the best practices of several rating systems.
R-3.3: Building and Site Design. We require new construction to incorporate energy efficient building and site design strategies, which could include appropriate solar orientation, maximum use of natural daylight, passive solar and natural ventilation.	All development within the Specific Plan will meet California's stringent CALGreen and Energy Codes.
ER-3.6: Generation- Renewable Sources. We promote the use of renewable energy sources (e.g., solar, wind, biomass) in public and private sector development.	All development within the SP will meet California's stringent Energy Codes.
GOAL ER-4: Improved indoor and outdoor air quality and reduced locally generated pollutant emissions.	
ER-4.4: Indoor Air Quality. We will comply with State Green Building Codes relative to indoor air quality. We seek funding to improve indoor air quality for households with poor indoor air quality, with priority for lower income households in environmental justice areas.	Specific Plan development will be required to comply with all State laws in regards to indoor air quality.
ER-4.6: Particulate Matter. We support efforts to reduce particulate matter to meet State and Federal Clean Air Standards.	SP development will be required to comply with all State laws in regards to particulate matter as it relates to the SP projects.
GOAL ER-5: Protected high value habitat and farming and mineral resource extraction activities that are compatible with adjacent development.	
ER-5.2: Entitlement and Permitting Process. We comply with state and federal regulations regarding protected species.	The project will comply with all mitigation measures identified in the project EIR with regard to biological resources.

Policy Plan Goals and Policies	Specific Plan Consistency
Community Economics Element	
GOAL CE-1: A complete community that provides for all incomes and stages of life.	
CE-1.6: Diversity of Housing. We collaborate with residents, housing providers, and the development community to provide housing opportunities for every stage of life; we plan for a variety of housing types and price points to encourage the development of housing supportive of our efforts to attract business in growing sectors of the community while being respectful of existing viable uses.	The SP promotes a variety of housing product types, both attached and detached. Having diversity enables a wider range of residents to live in Ontario Ranch. Bringing more residents will help support and attract local business.
CE-1.7: Retail Goods and Services. We seek to ensure a mix of retail businesses that provide the full continuum of goods and services for the community.	The Specific Plan contains an approximately 2.95 acre neighborhood commercial site to provide goods and services to the community as well as surrounding areas.
CE-1.12: Circulation. We continuously plan and improve public transit and non-vehicular circulation for the mobility of all, including those with limited or no access to private automobiles. (Link to Mobility Public Transit)	The Specific Plan multipurpose trails throughout the community. Bus turnouts are provided on Archibald Ave and Ontario Ranch Rd.
GOAL CE-2: A City of distinctive neighborhoods, districts, and corridors, where people choose to be.	
CE-2.1: Development Projects. We require new development and redevelopment to create unique, high-quality places that add value to the community. (Link to Community Design Element)	The Specific Plan sets forth criteria for creating high-quality places.
CE-2.4: Protection of Investment. We require that new development and redevelopment protect existing investment by providing architecture and urban design of equal or greater quality.	The Specific Plan provides a framework for high quality architecture and urban design.
Safety Element	
Goal S-1: Minimized risk of injury, loss of life, property damage and economic and social disruption caused by earthquake-induced and other geologic hazards.	
S-1.1: Implementation of Regulations and Standards. We require that all new habitable structures be designed in accordance with the most recent California Building Code adopted by the City, including provisions regarding lateral forces and grading.	All habitable buildings within the Specific Plan will be required to meet the California Building Code.
S-1.2: Entitlement and Permitting Process. We follow state guidelines and the California Building Code to determine when development proposals must conduct geotechnical and geological investigations.	The SP will be compliant with all state mandated requirements for geotechnical and geological studies.
Goal S-3: Reduced risk of death, injury, property damage and economic loss due to fires, accidents and normal everyday occurrences through prompt and capable emergency response.	
S-3.8: Fire Prevention through Environmental Design. We require new development to incorporate fire prevention consideration in the design of streetscapes, sites, open space and buildings. (Link to Community Design Element)	All development within the Specific Plan incorporates fire prevention considerations in the design of streetscapes, sites, open spaces and buildings and will be verified for compliance during the development review process.

Policy Plan Goals and Policies	Specific Plan Consistency
Goal S-4: An environment where noise does not adversely affect the public's health, safety, and welfare.	
S-4.1: Noise Mitigation. We utilize the City's Noise Ordinance, building codes, and subdivision and development codes to mitigate noise impacts.	The SP will be compliant with results of noise studies and mitigation measures.
Goal S-5: Reduced risk of injury, property damage and economic loss resulting from windstorms and wind- related hazards.	
S-5.2: Dust Control Measures. We require the implementation of Best Management Practices for dust control at all excavation and grading project.	Construction within the Specific Plan will comply with all mitigation measures identified in the project EIR with regard to dust control.
Goal S6: Reduced potential for hazardous materials exposure and contamination.	
S-6.9: Remediation of Methane. We require development to assess and mitigate the presence of methane, per regulatory standards and guidelines.	The project will comply with all mitigation measures identified as part of the recommend methane mitigation requirements to address the potential existence of methane gases within the Specific Plan area.
Goal S-7: Neighborhoods and commercial and industrial districts that are kept safe through a multi-faceted approach of prevention, suppression, community involvement and a system of continuous monitoring.	
S-7.4: Crime Prevention through Environmental Design (CPTED). We require new development to incorporate CPTED in the design of streetscapes, sites, open spaces and buildings.	The Specific Plan requires all new development to be reviewed and approved pursuant to the provisions of the City's development review process which provides for review by the Police Department which may require the development to incorporate CPTED in the design of streetscapes, sites, open spaces and buildings.
Mobility Element	
GOAL M-1: A system of roadways that meets the mobility needs of a dynamic and prosperous Ontario.	
M-1.1: Roadway Design and Maintenance. We require our roadways to: * Comply with federal, state and local design and safety standards. * Meet the needs of multiple transportation modes and users. * Handle the capacity envisioned in the ~~Functional Roadway Classification Plan~~ City of Ontario Master Plan of Streets and Highways;. ~~* Maintain a peak hour Level of Service (LOS) E or better at all intersections.~~ ~~* Be compatible with the streetscape and surrounding land uses.~~ 4. Be maintained in accordance with best practices ~~and our Right-of-Way Management Plan.~~ 5. Be compatible with the streetscape and surrounding land uses; and 6. Promote the efficient flow of all modes of traffic through the implementation of intelligent transportation systems and travel demand management strategies. (Link to Community Design Element Policies CD-2.5, CD-2.6, CD-2.16, CD-3.3)	The Specific Plan is consistent with the requirements of the City's Functional Roadway Classification Plan. The City will maintain arterial streets and curb-to-curb internal streets through the creation of an Community Facilities District. Parkway improvements within the ROW along interior streets and alleys shall be maintained by an HOA.
M-1.2: Mitigation of Impacts. We require development to mitigate its traffic impacts.	Development within the Specific Plan will implement all traffic mitigation measures, standard conditions and project design features identified in the project EIR.

Policy Plan Goals and Policies	Specific Plan Consistency
GOAL M-2: A system of trails and corridors that facilitate and encourage bicycling and walking.	
M-2.2: Bicycle System. We provide off-street multipurpose trails and Class II bikeways as our primary paths of travel and use the Class III for connectivity in constrained circumstances	Multi-purpose trails and connections are shown on Exhibit 5-10 promoting safe and convenient travel between destination points.
M-2.3: Pedestrian Walkways. ~~We require walkways that promote safe and convenient travel between residential areas, businesses, schools, parks, recreation areas, and other key destination points. (Link to Community Design CD3-1)~~ We require streets to include sidewalks and visible crosswalks at major intersections where necessary to promote safe and comfortable mobility between residential areas, businesses, schools, parks, recreation areas, and other key destination points. (Link to Community Design Policy CD-3.3)	Pedestrian walkways, as shown in the roadway plans and sections, exist throughout the Specific Plan area promoting safe and convenient travel between destination points.
GOAL M-3: A public transit system that is a viable alternative to automobile travel and meets the basic transportation needs of the transit dependent.	
M-3.2: Transit Facilities at New Development. We require new development to provide transit facilities, such as bus shelters, transit bays and turnouts, as necessary.	Turnouts are location on Archibald Ave. and Ontario Ranch Road. Bus shelters are located on Eucalyptus Ave.
M-3.4: Bus Rapid Transit (BRT) Corridors. We work with regional transit agencies to implement BRT service to target destinations and along corridors, as shown in the Transit Plan.	Ontario Ranch Rd. is designated as a BRT Corridor. The design for the street meets the City's requirements and includes an additional landscape buffer on the south side of the road.
GOAL M-4: An efficient flow of goods through the City that maximizes economic benefits and minimizes negative impacts	
M-4.1: Truck Routes. We designate and maintain a network of City truck routes that provide for the effective transport of goods while minimizing negative impacts on local circulation and noise-sensitive land uses, as shown in the Truck Routes Plan.	Ontario Ranch Rd. and Archibald Ave. are designated as a Truck Route. The design for the street meets the City's requirements and includes an additional landscape buffer on the south side of the road.
Community Design Element	
GOAL CD-1: A dynamic, progressive city containing distinct neighborhoods and commercial districts that foster a positive sense of identity and belonging among residents, visitors, and businesses.	
~~CD-1.2 Growth Areas. We require development in growth areas to be distinctive and unique places within which there are cohesive design themes.~~	~~The Design Guidelines set forth a clear and cohesive design theme by providing design criteria for site planning, architectural styles, landscaping, and walls and fences.~~
CD-1.4: Transportation Corridors. We will enhance our major transportation corridors within the City through landscape, hardscape, signage and lighting.	The Design Guidelines set forth a clear and cohesive design theme by providing design criteria for landscape, walls and fences, signage and lighting.
CD-1.5: View Corridors. We require all major north- south streets be designed and redeveloped to feature views of the San Gabriel Mountains, which are part of the City's visual identity and a key to geographic orientation. Such views should be free of visual clutter, including billboards and may be enhanced by framing with trees.	The major north-south streets are designed to feature views of the San Gabriel Mountains and comply with City standards for these streets.

Policy Plan Goals and Policies	Specific Plan Consistency
GOAL CD-2: A high level of design quality resulting in neighborhoods, commercial areas, public spaces, parks, and streetscapes ~~, and developments~~ that are attractive, safe, functional, human-scale, and distinct.	
CD-2.1: Quality Building Design and Architecture. We encourage all development projects to convey visual interest and character through: * building volume, massing, and height to provide appropriate scale and proportion; * a true architectural style which is carried out in plan, section and elevation through all aspects of the building and site design and appropriate for its setting; and * exterior building materials that are visually interesting, high quality, durable, and appropriate for the architectural style.	The Design Guidelines set forth a clear and cohesive design theme by providing design criteria for architecture, landscaping, and walls and fences.
CD-2.2: Neighborhood Design. We create distinct residential neighborhoods that ~~are functional, have~~ promote a sense of community and identity by ~~emphasize livability and social interaction, and are uniquely identifiable places~~ emphasizing access, connectivity, livability, and social interaction through such elements as: 1. A pattern of smaller, walkable blocks that promote access, activity, ~~and~~ safety and access to nearby amenities and services; 2. ~~variable setbacks and parcel sizes to accommodate a diversity of housing types~~ Varied parcel sizes and lot configurations to accommodate a diversity of housing types; 3. Traffic calming measures to slow traffic and promote walkability while maintaining acceptable fire protection and traffic flows; 4. Floor plans that encourage views onto the street and de-emphasize the visual and physical dominance of garages (introducing the front porch as the "outdoor living room"), as appropriate; and 5. Landscaped parkways, with sidewalks separated from the curb and designed to maximize safety, comfort, and aesthetics for all users.	The Design Guidelines provide for distinct residential neighborhoods that are functional, have a sense of community, emphasize livability and social interaction, and are uniquely identifiable places.
CD-2.3: Commercial Centers. We desire commercial centers to be distinctive, pedestrian friendly, functional and vibrant with a range of businesses, places to gather, and connectivity to the neighborhoods they serve.	The Design Guidelines set forth a clear and cohesive design theme by providing design criteria for architecture, landscaping, and walls and fences.
CD-2.5: Streetscapes. We design new and, when necessary, retrofit existing streets to improve walkability, bicycling and transit integration, strengthen connectivity, and enhance community identity through improvements to the public right of way such as sidewalks, street trees, parkways, curbs, street lighting and street furniture.	The Circulation Plan is designed to accommodate pedestrians, bicycles and autos ~~equally~~.

Policy Plan Goals and Policies	Specific Plan Consistency
CD-2.6: Connectivity. We promote development of local street patterns, ~~and pedestrian networks~~ multimodal networks, and connected public spaces that create and unify neighborhoods, rather than divide them, and create cohesive and continuous corridors, rather than independent "islands" through the following means: 1. Local street patterns that provide access between subdivisions and within neighborhoods and discourage through traffic; 2. A local street system that is logical and understandable for the user. A grid system is preferred to avoid circuitous and confusing travel paths between internal neighborhood areas and adjacent arterials and to provide adequate emergency and evacuation access; and 3. Pedestrian and bicycle networks that provide convenient access to neighborhoods and nearby destinations, such as schools, parks, other public spaces, commercial areas, and transit stops. ~~neighborhoods, centers, public schools, and parks that are linked by pedestrian greenways open space networks. These may also be used to establish clear boundaries between distinct neighborhoods and/or centers.~~	The Circulation Plan is designed for connectivity that unifies neighborhoods.
CD-2.7: Sustainability. We collaborate with the development community to design and build neighborhoods, streetscapes, sites, outdoor spaces, landscaping and buildings to reduce energy demand through solar orientation, maximum use of natural daylight, passive solar and natural ventilation, building form, mechanical and structural systems, building materials and construction techniques.	All buildings will meet or exceed California's stringent CALGreen and California Energy Codes reducing energy demand.
CD-2.8: Safe Design. We incorporate defensible space design into new and existing developments to ensure the maximum safe travel and visibility on pathways, corridors, and open space and at building entrances and parking areas by avoiding physically and visually isolated spaces, ~~maintenance of~~ maintaining visibility and accessibility, and using ~~use of~~ lighting.	The Specific Plan encourages "eyes on the street" for neighborhood safety and security.
CD-2.9: Landscape Design. We encourage durable, sustainable, and drought-tolerant landscaping materials and designs that enhance the aesthetics of structures, create and define public and private spaces, and provide shade and environmental benefits.	The Specific Plan landscape enhances the aesthetics of buildings, created and defines public and private spaces and provides shade. Landscape planting will be in accordance with the City's landscape ordinance and CALGreen.

Policy Plan Goals and Policies	Specific Plan Consistency
CD-2.10: ~~Surface Parking Areas. We require parking areas visible to or used by the public to be landscaped in an aesthetically pleasing, safe and environmentally sensitive manner. Examples include shade trees, pervious surfaces, urban run-off capture and infiltration, and pedestrian paths to guide users through the parking field.~~ Parking Areas. We require all development, including single-family residential, to minimize the visual impact of surface, structured, and garage parking areas visible from the public realm in an aesthetically pleasing, safe and environmentally sensitive manner. Examples include: 1. Surface parking: Shade trees, pervious surfaces, urban run-off capture and infiltration, and pedestrian paths to guide users through the parking field. 2. Structured parking: facade articulation, screening, appropriate lighting, and landscaping. 3. Garage parking: providing access to single-family residential garages through alley access, recessing garages from the frontage to emphasize front doors or active living spaces.	The Specific Plan provides for landscape buffer and landscaped islands within commercial surface parking areas.
CD-2.11: Entry Statements. We encourage the inclusion of amenities, signage and landscaping at the entry to neighborhoods, commercial centers, mixed use areas, industrial developments, and public places that reinforce them as uniquely identifiable places.	The Specific Plan contains guidelines for neighborhood entries and monumentation.
CD-2.12: Site and Building Signage. We encourage the use of sign programs that utilize complementary materials, colors, and themes. Project signage should be designed to effectively communicate and direct users to various aspects of the development and complement the character of the structures.	The Specific Plan contains guidelines for neighborhood entries and monumentation.

GOAL CD-3: Vibrant urban environments that are organized around intense buildings, pedestrian and transit areas, public plazas, and linkages between and within developments that are conveniently located, visually appealing, and safe during all hours.

~~CD3-1 Design. We require that pedestrian, vehicular, bicycle and equestrian circulation on both public and private property be coordinated and designed to maximize safety, comfort and aesthetics. (Link to Bicycle and Pedestrians Section of the Mobility Element and Policies M2-3 and M2-4)~~	~~The Specific Plan is designed for bicycle and pedestrian accessibility throughout the community through a network of off-street bike and pedestrian trails.~~
~~CD3-2 Connectivity Between Streets, Sidewalks, Walkways and Plazas. We require landscaping and paving be used to optimize visual connectivity between streets, sidewalks, walkways and plazas for pedestrians.~~	~~Landscaping and paving are used to maintain a visual connectivity between streets, sidewalks, and walkways for pedestrians.~~
~~CD3-3 Building Entrances. We require all building entrances to be accessible and visible from adjacent streets, sidewalks or public open spaces. (Link to Safety Element Policy S7-4)~~	~~The Specific Plan guidelines for doors and entries promote the interface between public and private spaces.~~

Policy Plan Goals and Policies	Specific Plan Consistency
~~CD3-5 Paving. We require sidewalks and road surfaces to be of a type and quality that contributes to the appearance and utility of streets and public spaces.~~	~~Sidewalks and road surfaces contribute to the appearance of streets and public spaces.~~
CD-3.6: Landscaping. We utilize landscaping to enhance the aesthetics, functionality and sustainability of streetscapes, outdoor spaces and buildings.	The Design Guidelines set forth a clear and cohesive design theme by providing design criteria for site planning, architectural styles, landscaping, and walls and fences.
GOAL CD-4: Historic buildings, streets, landscapes, and neighborhoods, as well as the story of Ontario's people, businesses, and social and community organizations, have been preserved and serve as a focal point for civic pride and identity.	
CD-4.1: Cultural Resource Management. We update and maintain an inventory of historic sites and buildings, professional collections, artifacts, manuscripts, photographs, documents, maps, and other archives.	Per SB-18, the Tribal Consultation process has been conducted during the entitlement phase of the Specific Plan Amendment. ~~All mitigation measures~~ The Tribal Resource Treatment Plan will be followed as noted in the letter provided in the SPA Appendix titled, "Gabrieleno Band of Mission Indians – Kizh Nation- Proposed TCR ~~Mitigation Measures~~ Tribal Resource Treatment Plan."
GOAL CD-5: A sustained level of maintenance and improvement of properties, buildings and infrastructure that protects the property values and encourages public and private investments.	
CD-5.1: Maintenance of Buildings and Property. We require all public and privately owned buildings and property (including trails and easements) to be properly and consistently maintained.	A master Home Owner Association (HOA) will be established to maintain common areas and other areas as described in Table 6-1 Maintenance Responsibilities..
CD-5.2: Maintenance of Infrastructure. We require the continual maintenance of infrastructure.	The HOA will maintain infrastructure elements as described in Table 6-1 Maintenance Responsibilities and in accordance with City rules and regulations.
Community Economics Element	
GOAL CE-1: A complete community that provides for all incomes and stages of life.	
CE-1.6: Diversity of Housing. We collaborate with residents, housing providers and the development community to provide housing opportunities for every stage of life; we plan for a variety of housing types and price points to support our workforce, attract business and foster a balanced community.	The Specific Plan provides a wide array of residential product types, including single family detached, single family attached and multi-family homes to provide housing opportunities for a variety of stages of life and price points to foster a socially balanced community.
GOAL CE-2: A City of distinctive neighborhoods, districts, and corridors, where people choose to be.	
CE-2.1: Development Projects. We require new development and redevelopment to create unique, high-quality places that add value to the community.	The Specific Plan provides for unique, high-quality places that add value to the community.
CE-2.2: Development Review. We require those proposing new development and redevelopment to demonstrate how their projects will create appropriately unique, functional and sustainable places that will compete well with their competition within the region.	The Specific Plan requires all new development to be reviewed and approved pursuant to the provisions of the City's development review process.
CE-2.4: Protection of Investment. We require that new development and redevelopment protect existing investment by providing architecture and urban design of equal or greater quality.	The Specific Plan sets forth criteria for creating high-quality places.

Policy Plan Goals and Policies	Specific Plan Consistency
CE-2.5: Private Maintenance. We require adequate maintenance, upkeep, and investment in private property because proper maintenance on private property protects property values.	Maintenance will be ensured by the HOA.
CE-2.6: Public Maintenance. We require the establishment and operation of maintenance districts or other vehicles to fund the long-term operation and maintenance of the public realm whether on private land, in rights-of-way, or on publicly-owned property.	A Community Facilities District (CFD) will be established in conjunction with the Master Homeowners Association to maintain the public realm.

Appendix: Legal Description



Kansas City, Missouri: Collanade on The Concourse

Parcel A:

Lots 1 through 14 and lettered Lots F, G, H, I, J, K, L, M, P and Q of Tract No. 18048, in the City of Ontario, County of San Bernardino, State of California, as per Map recorded in Book 334, Pages 10 through 15 of Maps, on file in the Office of the County Recorder of said County.

Parcel B:

Government Lots 3 and 4 and the Southeast ¼ of Section 15, Township 2 South, Range 7 West, San Bernardino Base and Meridian, in the City of Ontario, County of San Bernardino, State of California, according to the Official Government Plat thereof.

Excepting therefrom that portion lying within the land described in that certain easement in favor of the San Bernardino County Flood Control District recorded April 20, 1944 in Book 1678, Page 154 of the Official Records.

Also excepting therefrom that portion conveyed to the San Bernardino County Flood Control District by deed recorded September 29, 1977 in Book 9273, Page 254 of Official Records.

Also excepting therefrom that portion conveyed to the County of San Bernardino by deed recorded August 29, 1990 as Instrument No. 90-344004 of Official Records.

Also excepting therefrom all county roads and highways.

Also excepting therefrom that portion conveyed to the City of Ontario by deed recorded 09/14/2014 as Instrument No. 2014-344538 of Official Records.

Also excepting therefrom all of Tract 18048, in the City of Ontario, County of San Bernardino, State of California, as per Map recorded in Book 334, Pages 10 through 15, inclusive of Maps, in the Office of the County recorder of said County.

Assessor's Parcel Numbers(s):

1: 0218-231-06

2: 0218-231-08

3: 0218-231-09

4: 0218-231-10

5: 0218-231-11

6: 0218-231-12

7: 0218-231-13

8: 0218-231-14

9: 0218-231-15

10: 0218-231-16

11: 0218-231-17

12: 0218-231-18

13: 0218-231-19

14: 0218-231-20

15: 0218-231-21

16: 0218-231-22

17: 0218-231-28

18: 0218-231-29

19: 0218-231-30

20: 0218-231-31

21: 0218-231-32

22: 0218-231-33

23: 0218-231-34

24: 0218-231-35

25: 0218-231-38

26: 0218-231-39

27: 0218-221-09

28: 0218-221-10

A-1: Legal Description

GABRIELENO BAND OF MISSION INDIANS – KIZH NATION - PROPOSED TCR MITIGATION MEASURES

TCR-1: Retain a Native American Monitor Prior to Commencement of Ground-Disturbing Activities

A. The project applicant/lead agency shall retain a Native American Monitor from or approved by the Gabrieleño Band of Mission Indians – Kizh Nation. The monitor shall be retained prior to the commencement of any "ground-disturbing activity" for the subject project at all project locations (i.e., both on-site and any off-site locations that are included in the project description/definition and/or required in connection with the project, such as public improvement work). "Ground-disturbing activity" shall include, but is not limited to, demolition, pavement removal, potholing, auguring, grubbing, tree removal, boring, grading, excavation, drilling, and trenching.
B. A copy of the executed monitoring agreement shall be submitted to the lead agency prior to the earlier of the commencement of any ground-disturbing activity, or the issuance of any permit necessary to commence a ground-disturbing activity.
C. The monitor will complete daily monitoring logs that will provide descriptions of the relevant ground-disturbing activities, the type of construction activities performed, locations of ground-disturbing activities, soil types, cultural-related materials, and any other facts, conditions, materials, or discoveries of significance to the Tribe. Monitor logs will identify and describe any discovered TCRs, including but not limited to, Native American cultural and historical artifacts, remains, places of significance, etc., (collectively, tribal cultural resources, or "TCR"), as well as any discovered Native American (ancestral) human remains and burial goods. Copies of monitor logs will be provided to the project applicant/lead agency upon written request to the Tribe.
D. On-site tribal monitoring shall conclude upon the latter of the following (1) written confirmation to the Kizh from a designated point of contact for the project applicant/lead agency that all ground-disturbing activities and phases that may involve ground-disturbing activities on the project site or in connection with the project are complete; or (2) a determination and written notification by the Kizh to the project applicant/lead agency that no future, planned construction activity and/or development/construction phase at the project site possesses the potential to impact Kizh TCRs.
E. Upon discovery of any TCRs, all construction activities in the immediate vicinity of the discovery shall cease (i.e., not less than the surrounding 50 feet) and shall not resume until the discovered TCR has been fully assessed by the Kizh monitor and/or Kizh archaeologist. The Kizh will recover and retain all discovered TCRs in the form and/or manner the Tribe deems appropriate, in the Tribe's sole discretion, and for any purpose the Tribe deems appropriate, including for educational, cultural and/or historic purposes.

TCR-2: Unanticipated Discovery of Human Remains and Associated Funerary Objects

A. Native American human remains are defined in PRC 5097.98 (d)(1) as an inhumation or cremation, and in any state of decomposition or skeletal completeness. Funerary objects, called associated grave goods in Public Resources Code Section 5097.98, are also to be treated according to this statute.
B. If Native American human remains and/or grave goods discovered or recognized on the project site, then all construction activities shall immediately cease. Health and Safety Code Section 7050.5 dictates that any discoveries of human skeletal material shall be immediately reported to the County Coroner and all ground-disturbing activities shall immediately halt and shall remain halted until the coroner has determined the nature of the remains. If the coroner recognizes the human remains to be those of a Native American or has reason to believe they are Native American, he or she shall contact, by telephone within 24 hours, the Native American Heritage Commission, and Public Resources Code Section 5097.98 shall be followed.
C. Human remains and grave/burial goods shall be treated alike per California Public Resources Code section 5097.98(d)(1) and (2).
D. Construction activities may resume in other parts of the project site at a minimum of 200 feet away from discovered human remains and/or burial goods, if the Kizh determines in its sole discretion that resuming construction activities at that distance is acceptable and provides the project manager express consent of that determination (along with any other mitigation measures the Kizh monitor and/or archaeologist deems necessary). (CEQA Guidelines Section 15064.5(f).)
E. Preservation in place (i.e., avoidance) is the preferred manner of treatment for discovered human remains and/or burial goods. Any historic archaeological material that is not Native American in origin (non-TCR) shall be curated at a public, non-profit institution with a research interest in the materials, such as the Natural History Museum of Los Angeles County or the Fowler Museum, if such an institution agrees to accept the material. If no institution accepts the archaeological material, it shall be offered to a local school or historical society in the area for educational purposes.
F. Any discovery of human remains/burial goods shall be kept confidential to prevent further disturbance.

TCR-3: Procedures for Burials and Funerary Remains:

A. As the Most Likely Descendant ("MLD"), the Koo-nas-gna Burial Policy shall be implemented. To the Tribe, the term "human remains" encompasses more than human bones. In ancient as well as historic times, Tribal Traditions included, but were not limited to, the preparation of the soil for burial, the burial of funerary objects with the deceased, and the ceremonial burning of human remains.
B. If the discovery of human remains includes four or more burials, the discovery location shall be treated as a cemetery and a separate treatment plan shall be created.
C. The prepared soil and cremation soils are to be treated in the same manner as bone fragments that remain intact. Associated funerary objects are objects that, as part of the death rite or ceremony of a culture, are reasonably believed to have been placed with individual human remains either at the time of death or later; other items made exclusively for burial purposes or to contain human remains can also be considered as associated funerary objects. Cremations will either be removed in bulk or by means as necessary to ensure complete recovery of all sacred

materials.

D. In the case where discovered human remains cannot be fully documented and recovered on the same day, the remains will be covered with muslin cloth and a steel plate that can be moved by heavy equipment placed over the excavation opening to protect the remains. If this type of steel plate is not available, a 24-hour guard should be posted outside of working hours. The Tribe will make every effort to recommend diverting the project and keeping the remains in situ and protected. If the project cannot be diverted, it may be determined that burials will be removed.
E. In the event preservation in place is not possible despite good faith efforts by the project applicant/developer and/or landowner, before ground-disturbing activities may resume on the project site, the landowner shall arrange a designated site location within the footprint of the project for the respectful reburial of the human remains and/or ceremonial objects.
F. Each occurrence of human remains and associated funerary objects will be stored using opaque cloth bags. All human remains, funerary objects, sacred objects and objects of cultural patrimony will be removed to a secure container on site if possible. These items should be retained and reburied within six months of recovery. The site of reburial/repatriation shall be on the project site but at a location agreed upon between the Tribe and the landowner at a site to be protected in perpetuity. There shall be no publicity regarding any cultural materials recovered.
G. The Tribe will work closely with the project's qualified archaeologist to ensure that the excavation is treated carefully, ethically and respectfully. If data recovery is approved by the Tribe, documentation shall be prepared and shall include (at a minimum) detailed descriptive notes and sketches. All data recovery data recovery-related forms of documentation shall be approved in advance by the Tribe. If any data recovery is performed, once complete, a final report shall be submitted to the Tribe and the NAHC. The Tribe does NOT authorize any scientific study or the utilization of any invasive and/or destructive diagnostics on human remains.

PLEASE NOTE THE FOLLOWING:

Any/all revisions to the Kizh's proposed TCR mitigations set forth above must be requested in writing, and not more than ten (10) calendar days from the date that we consulted on the subject Project. Requested revisions shall be delivered to the Kizh via email at admin@gabrielenoindians.org, and in a Word document, redline format. Please include as the email subject: "REQUEST FOR MITIGATION REVISIONS," and identify the project name and location/address. If revisions are not requested within 10 calendar days of consultation, the Kizh's proposed mitigations are presumed accepted as proposed (i.e., as set forth above).

Thank you for your anticipated cooperation.

CITY OF ONTARIO *Agenda Report* **December 19, 2023**	**SECTION:** **PUBLIC HEARINGS**
Department: Community Development Prepared By: Pablo A De Lara Staff Member Presenting: Scott Murphy, Executive Director Community Development Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 22

SUBJECT: **A PUBLIC HEARING TO CONSIDER THE ADOPTION OF AN ORDINANCE APPROVING A FIFTH AMENDMENT TO THE DEVELOPMENT AGREEMENT (FILE NO. PDA05-002) BETWEEN THE CITY OF ONTARIO AND SC ONTARIO DEVELOPMENT COMPANY, LLC.**

RECOMMENDATION: That the City Council introduce and waive further reading of an Ordinance Approving a Fifth Amendment to the Development Agreement (File No. PDA05-002) between the City of Ontario and SC Ontario Development Company, LLC.

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

FISCAL IMPACT: The proposed Fifth Amendment to the Development Agreement (File No. PDA05-002) will not have a direct impact on the City's General Fund. The Development Agreement continues to provide the mechanism for funding from the formation of a Community Facilities District (CFD) for City services and facilities required to support the Parkside Specific Plan (Specific Plan) development, thereby mitigating the increased costs associated with such services. In addition, the City will receive public service funding fees plus development impact, compliance processing, licensing, and permitting fees. No General Fund revenue will be used to support the Ontario Ranch development.

BACKGROUND & ANALYSIS: The Parkside Specific Plan was approved by the City Council on September 5, 2006. The Parkside Specific Plan established the land use designations, development standards, design guidelines and development capacity of 1,947 residential units and 115,000 square feet of commercial uses for the Specific Plan area. The Specific Plan is comprised of 26 land use districts ("Planning Areas"), incorporating 19 distinctive neighborhoods and offering a variety of

residential products.

On June 16, 2020, City Council approved an Amendment to the Parkside Specific Plan (File No. PSPA19-007) to reconfigure the boundaries of Planning Areas 1 thru 4, 17 thru 19, and 21, revise internal circulation and design guidelines adding new housing types and architectural styles.

On September 19, 2006, the City Council approved a Development Agreement, File No. PDA05-002 (“Development Agreement”), between the City of Ontario and SC Ontario Development Company, LLC (“Applicant”) to provide the funding for additional City services required to support the Specific Plan residential development of up to 1,947 residential units and the infrastructure improvements required to support the related Tract Map No. 18048.

On July 7, 2009, the City Council approved an Amendment to the Development Agreement ("First Amendment") to allow Tract Map 18048 to be recorded for the purpose of financing.

On February 3, 2015, the City Council approved a second Amendment to the Development Agreement ("Second Amendment") to update the Development Agreement to conform with the current Construction Agreement with NMC Builders, LLC, and to provide for the phasing of the construction of public infrastructure for 250.89 acres of the Specific Plan.

On June 18, 2019, the City Council approved a third Amendment to the Development Agreement ("Third Amendment") to remove approximately 2.43 acres of land from the Development Agreement and change the legal description in conjunction with the lot line adjustment (File No. LLA18-010) and sale of a portion of the property to Ontario Land Ventures, LLC, for the design, construction, and completion of street improvements necessary for the ultimate alignment of Eucalyptus Avenue.

On July 7, 2020, The City Council approved a fourth Amendment to the Development Agreement ("Fourth Amendment") to modify the commencement of certain specific infrastructure associated with the development of Tentative Tract Map 20316 (File No. PMTT19-020) and conform to the revised development standards established by the Parkside Specific Plan Amendment (File No. PSPA19-007).

The main points of the original Development Agreement continue to address Development Impact Fees (DIF), public service funding, Community Facilities District (CFD) for maintenance of public facilities, park/open space requirements, affordable housing fees, school facilities requirements, and remain in full force and effect. State law and Section 2.5 of the original Development Agreement provide that amendments may be made to the Agreement upon the mutual consent of both parties, using the same process and procedures as for the consideration and approval of the original Development Agreement.

The Fifth Amendment was submitted in conjunction with a Tentative Tract Map (File No. PMTT22-024/TT20487) to subdivide 31.70 acres of land into 5 numbered lots for condominium purposes and a Development Plan (File No. PDEV22-037) to construct 508 apartment units on 30 acres of land located within Planning Areas 17 and 18 of the Parkside Specific Plan. In addition, Applicant submitted an Amendment to the Parkside Specific Plan (File No. PSPA21-006) to; 1) increase the

residential unit capacity from 1,947 to 2,851 dwelling units by modifying density ranges in residential planning areas and adjusting certain planning area boundaries; 2) decrease commercial land use from 11.15 acres of land to 2.77 acres of land within Planning Area 19; 3) decrease Great Park land use from 58.86 acres of land to approximately 37.38 acres within Planning Area 21; 4) increase residential land use from 9.58 acres of land to 27.81 acres within Planning Areas 17 and 18; 5) update certain development standards and building categories; and 6) eliminate the private open space land use in Planning Areas 23, 24, and 25.The Fifth Amendment grants the Applicant a vested right to develop Tentative Tract Map 20487 (Map), provided the Owner complies with the terms and conditions of the Specific Plan and related EIR.

The new Tract Map (see attached Exhibit B) proposes revisions to the Specific Plan necessitates an amendment to the Development Agreement ("Fifth Amendment") to modify the commencement of certain specific infrastructure associated with the development of Tentative Tract Map 20487 (File No. PMTT22-024) and conform to the updated development standards established by the Parkside Specific Plan Amendment (File No. PSPA21-006).

Key points addressed in the Fifth Amendment are the following:

- Design, construction, and timing of the traffic signal at Eucalyptus Avenue and Millennium Paseo;
- Updated trail improvements and the timing of those improvements;
- Timing for the construction of the Cucamonga Creek Channel Bridge enhancements;
- Timing of construction for Phase 2 retail site improvements;
- Modification of the parkland and Quimby act fee, construction and City acquisition of the Grand Park; and
- Extension of terms of the Development Agreement.

In considering the application at their meeting on November 28, 2023, the Planning Commission found the Agreement to be consistent with State law, The Ontario Plan, and the City's Development Agreement policies. As a result, the Planning Commission adopted Resolution No. PC23-093 with a 6 to 0 vote, recommending City Council approval of the Fifth Amendment.

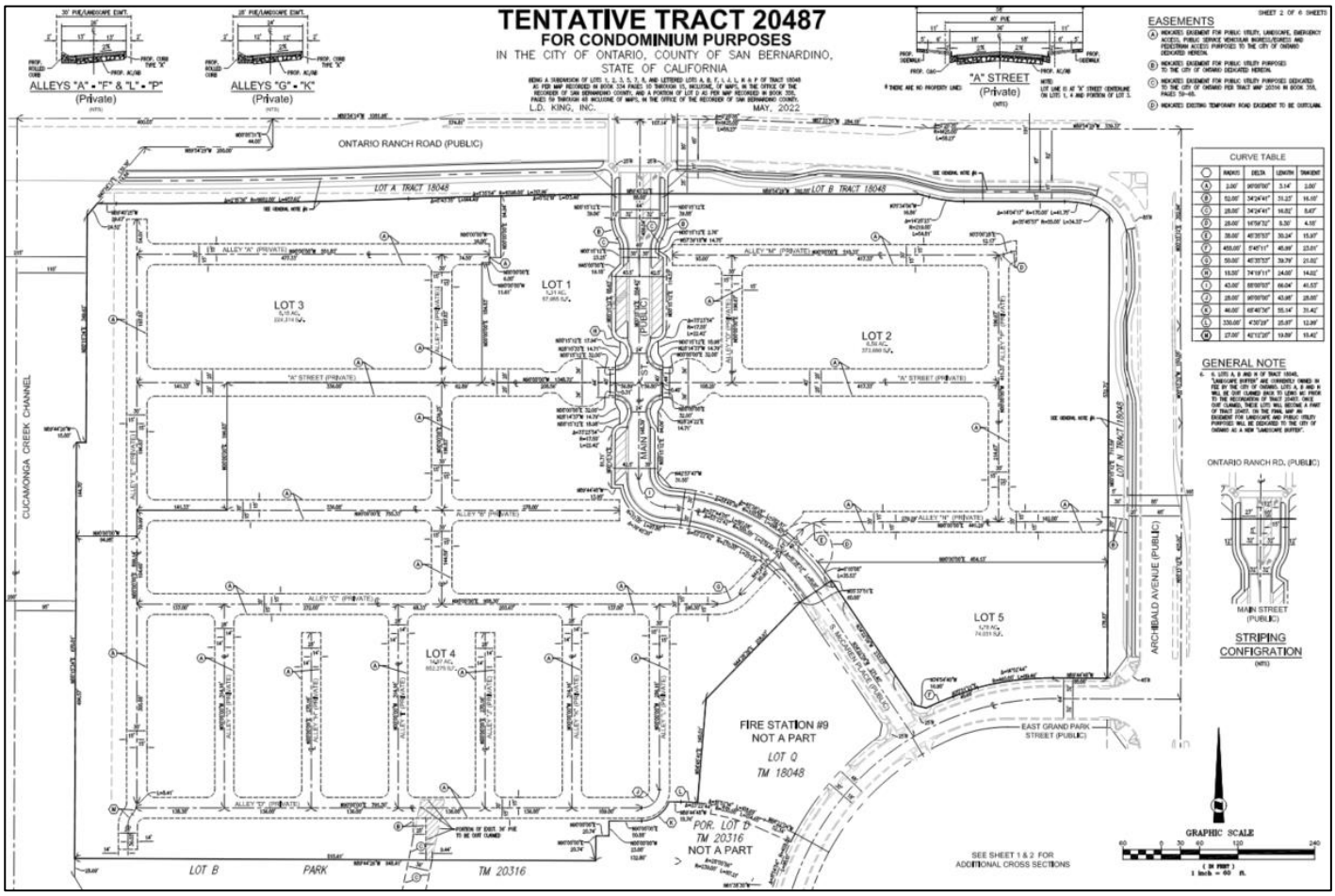
ENVIRONMENTAL REVIEW: An Addendum to the Parkside Specific Plan (File No. PSP03-002) Environmental Impact Report (SCH# 2004011008) certified by the City Council on September 5, 2006, was prepared. This Application introduces no new significant environmental impacts. All previously adopted mitigation measures are a condition of Project approval and are incorporated herein by this reference.

Exhibit A— Parkside Specific Plan (File No's. PSP03-002 & PSPA21-006)





Exhibit B— TENTATIVE TRACT MAP 20487



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PDA05-002, A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ONTARIO AND SC ONTARIO DEVELOPMENT COMPANY, LLC TO ESTABLISH THE TERMS AND CONDITIONS ASSOCIATED WITH TENTATIVE TRACT MAP NO. 20487 (FILE NO. PMTT22-024) TO SUBDIVIDE 31.70 ACRES OF LAND INTO 5 NUMBERED LOTS FOR CONDOMINIUM PURPOSES, LOCATED EAST OF THE CUCAMONGA CREEK CHANNEL, WEST OF ARCHIBALD AVENUE, SOUTH OF ONTARIO RANCH ROAD AND APPROXIMATELY 1,104 FEET NORTH OF EUCALYPTUS AVENUE WITHIN PLANNING AREAS 17, 18, AND 19 OF THE PARKSIDE SPECIFIC PLAN (FILE NO. PSP03-002), AND MAKING FINDINGS IN SUPPORT THEREOF—APN(S): 0218-221-10, 0218-221-11, 0218-231-45, 0218-231-04, 0218-231-08, 0218-231-10, 0218-231-11, 0218-231-13, 0218-231-15, 0218-231-16, 0218-231-23, 0218-231-24, 0218-231-31, 0218-231-32, 0218-231-34, 0218-231-36, 0218-231-39, 0218-063-06, 0218-063-07, 0218-073-04, 0218-073-06, 0218-073-07, 0218-063-04 AND 0218-231-47, AND 0218-231-48.

WHEREAS, SC Ontario Development Company, LLC ("Applicant") has filed an application for the approval of a Fifth Amendment to the Development Agreement, File No. PDA05-002, as described in the title of this Resolution (hereinafter referred to as "Application" or "Project"); and

WHEREAS, the Application applies to 31.70 acres of unimproved land generally located at the southwest corner of Archibald Avenue and Ontario Ranch Road, east of the Cucamonga Flood Control Channel, and north of Planning Area No. 21, within Planning Areas 17, 18 and 19 of the proposed Parkside Specific Plan Amendment, File No. PSPA21-006, and is presently vacant; and

WHEREAS, the property to the north of the Project site is within the Avenue Specific Plan and is undeveloped. The property to the east is within the Grand Park Specific Plan and is undeveloped. The property to the south is within the Parkside Specific Plan and is developed with a City fire station and Chino Basin Desalter well site. The property to the west is within the Parkside Specific Plan, and is developed with the Cucamonga Flood Control Channel; and

WHEREAS, the Applicant submitted a request to amend the Parkside Specific Plan (File No. PSPA21-006) to reconfigure certain Planning Areas, increase the residential capacity from 1,947 to 2,851 residential units to be consistent with The Ontario Plan (TOP) 2050, decrease the Great Park from 58.86 acres to 37.38 acres and commercial development from 15.66 acres to 2.68 acres, and revise, design and development standards; and

WHEREAS, The Parkside Specific Plan was approved by the City Council on September 5, 2006. The Parkside Specific Plan established the land use designations, development standards, design guidelines and development capacity of 1,947 residential units and 115,000 square feet of commercial uses for the Specific Plan area. The Specific Plan is comprised of 26 land use districts ("Planning Areas"), incorporating 19 distinctive neighborhoods and offering a variety of residential products; and

WHEREAS on June 16, 2020, City Council approved an amendment to the Parkside Specific Plan (File No. PSPA19-007) to reconfigure the boundaries of Planning Areas 1 thru 4, 17 thru 19, and 21, revise internal circulation and design guidelines adding new housing types and architectural styles; and

WHEREAS, on September 19, 2006, the City Council of the City of Ontario ("City"), adopted Ordinance No. 2841, approving the original Development Agreement between the City and Applicant, to provide the funding for additional City services required to support the Parkside Specific Plan (File No. PSP03-002) residential development of up to 1,947 residential units and the infrastructure improvements required to support the related Tract Map 18048 (File No. PMTT06-039); and

WHEREAS, on July 7, 2009, the City adopted Ordinance No. 2909, approving a First Amendment to the Development Agreement, to allow Tract Map 18048 to be recorded for the purpose of financing; and

WHEREAS, on February 3, 2015, the City adopted Ordinance No. 3012, approving a Second Amendment to the Development Agreement, to update the Development Agreement to conform with the Construction Agreement with NMC Builders, LLC, and to provide for the phasing of the construction of public infrastructure for 250.89 acres of the Parkside Specific Plan; and

WHEREAS, on June 18, 2019, the City adopted Ordinance No. 3134, approving the Third Amendment to the Development Agreement, to change the legal description in conjunction with the lot line adjustment (File No. LLA18-010) and sale of a portion of the property to Ontario Land Ventures, LLC, for the design, construction, and completion of street improvements necessary for the ultimate alignment of Eucalyptus Avenue; and

WHEREAS, on July 7, 2020, The City Council adopted ordinance No. 3164, approving a fourth amendment to the Development Agreement ("Fourth Amendment") to modify the commencement of certain specific infrastructure associated with the development of Tentative Tract Map 20316 (File No. PMTT19-020), and conform to the revised development standards established by the Parkside Specific Plan Amendment (File No. PSPA19-007); and

WHEREAS, on August 3, 2022, the Applicant submitted a Tentative Tract Map No. 20487 (File No. PMTT22-024) to subdivide 31.70 acres of land into 5 numbered lots for condominium purposes and a Development Plan (File No. PDEV22-037) to construct 508 apartment units on 30 acres of land located within Planning Areas 17 and 18 of the Parkside Specific Plan. In addition, Applicant submitted an Amendment to the Parkside Specific Plan (File No. PSPA21-006) to; a) increase the residential unit capacity from 1,947 to 2,851

dwelling units by modifying density ranges in residential planning areas and adjusting certain planning area boundaries; b) decrease commercial land use from 11.15 acres of land to 2.77 acres of land within Planning Area 19; c) decrease Great Park land use from 58.86 acres of land to approximately 37.38 acres within Planning Area 21; d) increase residential land use from 9.58 acres of land to 27.81 acres within Planning Areas 17 and 18; e) update certain development standards and building categories; and f) eliminate the private open space land use in Planning Areas 23, 24, and 25; and

WHEREAS, the new Tract Map (see attached Exhibit B) and proposed revisions to the Specific Plan necessitates a fifth amendment to the Development Agreement ("Fifth Amendment") to modify the commencement of certain specific infrastructure associated with the development of Tentative Tract Map 20487 (File No. PMTT22-024), and conform to the updated development standards established by the Parkside Specific Plan Amendment (File No. PSPA21-006); and

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

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

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

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

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

WHEREAS, on November 28, 2023, the Planning Commission of the City of Ontario conducted a hearing to consider the Project, and concluded said hearing on that date, voting to issue Resolution No. PC23-093 recommending the City Council approve the Application; and

WHEREAS, on December 19, 2023, the City Council of the City of Ontario conducted a hearing to consider the Project, and concluded said hearing on that date; and

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

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

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

(1) The environmental impacts of this project were previously reviewed in conjunction with File No. PSP03-002, an addendum to the Parkside Specific Plan for which a Certified EIR was adopted by the City Council on September 5, 2006; and

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

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

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

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

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

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

(2) Does not constitute substantial changes with respect to the circumstances under which the Certified EIR was prepared, that will require major revisions to the Certified EIR due to the involvement of new significant environmental

effects or a substantial increase in the severity of the previously identified significant effects; and

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

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

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

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

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

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

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

(1) On April 19, 2011, the City Council of the City of Ontario approved and adopted the Ontario International Airport Land use Compatibility Plan, establishing the Airport Influence Area for Ontario International Airport, which encompasses lands within parts of San Bernardino, Riverside, and Los Angeles Counties, and limits future land uses and development within the Airport Influence Area, as they relate to noise, safety, airspace protection, and overflight impacts of current and future airport activity. As

the approving body for the Project, the City Council has reviewed and considered the facts and information contained in the Application and supporting documentation against the ONT ALUCP compatibility factors, including [1] Safety Criteria (ONT ALUCP Table 2-2) and Safety Zones (ONT ALUCP Map 2-2), [2] Noise Criteria (ONT ALUCP Table 2-3) and Noise Impact Zones (ONT ALUCP Map 2-3), [3] Airspace protection Zones (ONT ALUCP Map 2-4), and [4] Overflight Notification Zones (ONT ALUCP Map 2-5). As a result, the City Council, therefore, finds and determines that the Project, when implemented in conjunction with the conditions of approval, will be consistent with the policies and criteria set forth within the ONT ALUCP; and

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

(1) The Fifth Amendment applies to subdivide 31.70 acres of land into 5 numbered lot for condominium purposes located east of the Cucamonga Creek Channel, west of Archibald Avenue, south of Ontario Ranch Road and approximately 1,104 feet north of Eucalyptus Avenue within Planning Areas 17, 18, and 19 of the Parkside Specific Plan.

(2) An Addendum to the Parkside Specific Plan (File No. PSP03-002); and the main points of the original Development Agreement continue to address Development Impact Fees (DIF), public service funding, Community Facilities District (CFD) for maintenance of public facilities, park/open space requirements, affordable housing fees, school facilities requirements, and remain in full force and effect. State law and Section 2.5 of the original Development Agreement provide that amendments may be made to the Agreement upon the mutual consent of both parties, using the same process and procedures as for the consideration and approval of the original Development Agreement; and

(3) The new Tract Map (see attached Exhibit B) and proposed revisions to the Specific Plan necessitates a fifth amendment to the Development Agreement ("Fifth Amendment") to modify the commencement of certain specific infrastructure associated with the development of Tentative Tract Map 220487 (File No. PMTT22-024), and conform to the updated development standards established by the Parkside Specific Plan Amendment (File No. PSPA21-006); and

(4) Key points addressed in the Fifth Amendment are the following:

(a) Design, construction, and timing of the Traffic Signal at Eucalyptus Avenue and Millennium Paseo;

(b) Updated Trail improvements and the timing of those improvements;

(c) Timing for the construction of the Cucamonga Creek Channel Bridge Enhancements;

(d) Timing of construction for Phase 2 retail site improvements;

(e) Modification of the parkland and Quimby act fee, construction and City acquisition of the Grand Park (Great Park); and

(f) Extension of terms of the Development Agreement.

SECTION 6: ***City Council Action.*** Based upon the findings and conclusions set forth in Sections 1 through 5, above, the City Council hereby APPROVES the Fifth Amendment to the Development Agreement (File No. PDA05-002), attached hereto as "Attachment A," and incorporated herein by this reference.

SECTION 7: **City Manager Administrative Authority.** The City Council acknowledges that refinements and further development of the Ontario Ranch development area may demonstrate that changes are appropriate with respect to the details and performance of the parties under the Development Agreement. The City Council desires to retain a certain degree of flexibility with respect to the details of the Ontario Ranch developments, and with respect to those items covered in general terms under the Development Agreement. If and when the City Manager (or designee) and the Developer mutually find that changes, adjustments, or clarifications are appropriate to further the intended purposes of the Development Agreement, and such are not materially inconsistent with the Development Agreement, they may, unless otherwise required by law, effectuate such changes, adjustments, or clarifications by written amendment to this Agreement, or through one or more memoranda which are mutually approved by the City Manager on behalf of the City and by the Developer, and, after execution, shall be attached to the Development Agreement and become a part thereof. Unless otherwise required by law, no such changes, adjustments, or clarifications shall require prior notice or hearing before the City Council. The City Manager, with the approval of the City Attorney, shall have the authority but not the obligation to execute amendments, memoranda or other documents, and may take any action necessary to implement the Development Agreement.

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

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

SECTION 10: ***Severability.*** If any section, sentence, clause or phrase of this Ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The People of the City of Ontario hereby declare that they would have adopted this Ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

SECTION 11: ***Effective Date.*** This Ordinance shall become effective 30 days following its adoption.

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

PASSED, APPROVED, AND ADOPTED this _____ day of _____.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Ordinance No. 2023- was duly introduced at a regular meeting of the City Council of the City of Ontario held _____, 2023 and adopted at the regular meeting held _____, 2023 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

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

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

ATTACHMENT A:

File No. PDA05-002

FIFTH AMENDMENT TO THE DEVELOPMENT AGREEMENT

By and Between

City of Ontario
a California municipal corporation

and

SC Ontario Development Company, LLC
a Delaware limited liability company

(Development Agreement to follow this page)

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

Exempt from Recording Fees Per Government Code Sections 6103 and 27383

Space above this line for Recorder’s Use

File No. PDA05-002

FIFTH AMENDMENT TO THE DEVELOPMENT AGREEMENT

By and Between

City of Ontario
a California municipal corporation

and

SC Ontario Development Company, LLC
a Delaware limited liability company

_____, 2023

San Bernardino County, California

BY AND BETWEEN THE CITY OF ONTARIO AND
SC ONTARIO DEVELOPMENT COMPANY, LLC

This Fifth Amendment to Development Agreement (hereinafter "**Fifth Amendment**") is entered into as of the _____ day of _____ 2023 by and among the CITY OF ONTARIO, a California municipal corporation (hereinafter "**CITY**"), and SC ONTARIO DEVELOPMENT COMPANY LLC, a Delaware limited liability company (hereinafter "**OWNER**").

RECITALS

WHEREAS, the CITY and OWNER's predecessor have previously entered into a (i) Development Agreement dated September 19, 2006 and recorded in San Bernardino County, California on November 14, 2006 as Instrument No. 2006-0774531 pursuant to Section 65864, et seq., of the Government Code, (hereinafter the **"Original Development Agreement**"), as amended by (ii) that First Amendment to Development Agreement dated June 16, 2009, and recorded on September 14, 2009 as Instrument No. 2009-0403692 (the "**First Amendment**"), (iii) that Second Amendment to the Development Agreement dated April 4, 2017, and recorded on May 15, 2017 as Instrument No. 2017-0199310 (the "**Second Amendment**"), (iv) that Third Amendment to Development Agreement dated June 18, 2019, and recorded on June 27, 2019 as Instrument No. 2019-0211740 (the "**Third Amendment**") and (v) that Fourth Amendment to Development Agreement dated July 7, 2020 and recorded on July 31, 2020 as Instrument No. 2020-0265729 (the "**Fourth Amendment**"), all with respect to the real property described in **Exhibit "A-R"** to this Fifth Amendment.

WHEREAS the CITY and OWNER now intend to amend further the Original Development Agreement, as amended by the First, Second, Third and Fourth Amendments respectively (collectively, the "**Development Agreement**"), as set forth herein, provided, however, such amendment shall apply only to the extent that OWNER still owns real property within the Project. Although Phase 1A of the Project is referenced herein, nothing herein is intended by CITY or OWNER to amend the Development Agreement to the extent applicable to such Phase 1A, which has been conveyed to The New Home Company. Accordingly, the land within such Phase 1A and the rights and obligations of The New Home Company and CITY with respect to such Phase 1A, as set forth in the Development Agreement, shall remain unamended and are expressly excluded from the terms and provisions of this Fifth Amendment.

WHEREAS, Section 2.5 of the Original Development Agreement specifies that the Development Agreement may be amended in whole or in part only in the manner provided for in Government Code Section 65868.1 and the procedure for adopting and entering into an amendment to the Development Agreement shall be the same as the procedure for adopting and entering into the Original Development Agreement; and

WHEREAS, the CITY and OWNER agree to modify the commencement of certain specific infrastructure improvements to reflect the Tentative Tract Map 20316 and current

development conditions in Ontario Ranch as it relates to the Parkside Specific Plan area; and

WHEREAS, the CITY and OWNER agree that execution of this Fifth Amendment shall constitute Certification of Agreement Compliance under Section 6.6 of the Development Agreement; and

WHEREAS, the term of the Original Development Agreement was for a ten (10) year term, expiring on September 19, 2016, the term of the Development Agreement was extended an additional five (5) years by the execution of the Second Amendment, expiring September 19, 2021, and the term of the Development Agreement was extended an additional five (5) years by the execution of the Fourth Amendment, expiring September 19, 2026, CITY and OWNER now agree to extend the term of the Development Agreement for an additional five (5) year period, expiring on September 19, 2031 and to provide for the further extension of the term of the Development to September 19, 2036 once the 1,040th permit has been issued for the Project.

AGREEMENTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual agreements hereinafter contained, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS.

2.1 Defined Terms. Unless otherwise defined herein, capitalized terms contained in this Amendment shall have the meanings ascribed to the in the Development Agreement.

2.1 Additional and Modified Definitions.

"**Effective Date**" means the date that the ordinance approving this Fifth Amendment becomes effective.

"**Development Agreement**" is revised to mean, collectively, the Original Development Agreement, the First Amendment, Second Amendment, Third Amendment, Fourth Amendment and this Fifth Amendment.

"**Existing DIF Credit Agreement**" means that certain Development Impact Fee Credit Agreement For Facility Construction (File No. PDIF 19-908) dated March 2, 2021.

"**Existing Development Approvals**" is revised to mean all Development Approvals approved or issued prior to the Effective Date. Existing Development Approvals includes the Development Approvals incorporated herein as **Exhibit "C-R"** and all other Development Approvals that are a matter of public record on the Effective Date.

"**Existing Land Use Regulations**" is revised to mean all Land Use Regulations in effect on the Effective Date and all other Land Use Regulations that are in effect and a matter of public record on the Effective Date. Existing Land Use Regulations includes the Regulations incorporated herein as **Exhibit "D-R."**

"**Model Units**" means a maximum of thirty-six (36) units in each of the four (4) Phases constructed by OWNER for promotion of sales.

"**Phase 1 Units**" means the first five hundred forty (540) units for which the CITY issues building permits to OWNER and shall include up to thirty-six (36) Model Units.

"**Phase 2 Units**" means the five hundred eight (508) units and a commercial shopping center consisting of fifteen thousand (15,000) square of building space (as depicted on the Revised Conceptual Phasing Plan attached hereto as **Exhibit "E-R"**) for which the CITY issues building permits to OWNER and shall include up to thirty-six (36) Model Units.

"**Phase 3 Units**" means the nine hundred one (901) units, (as depicted on **Exhibit "E-R"** attached hereto) for which the CITY issues building permits to OWNER and shall include up to thirty-six (36) Model Units.

"**Phase 4 Units**" means the nine hundred two (902) units (as depicted on **Exhibit "E-R"** attached hereto) for which the CITY issues building permits to OWNER. and shall include up to thirty-six (36) Model Units.

"**Production Units**" means all units constructed for sale or lease by OWNER and occupancy and excludes a maximum of thirty-six (36) Model Units per Phase constructed by OWNER for promotion of sales.

2.1 Exhibits. The following documents are attached to, and by this reference made a part of, this Fifth Amendment and revise and replace Exhibits A-R, B-R, C-R, D-R, and E-R in the Development Agreement:

Exhibit "A-R" – Revised Legal Description of Property

Exhibit "B-R" – Revised Parkside Specific Plan

Exhibit "C-R" – Revised Existing Development Approvals

Exhibit "D-R" – Revised Existing Land Use Regulations

Exhibit "E-R" — Revised Conceptual Phasing Plan

Exhibit "F-R" – Cucamonga Creek Channel Bridge Enhancements

Exhibit “G-R” - Enhanced Amenities Required For Qualified Community Facilities District HOA Waiver Policy

Exhibit “H-R” -Great Park Phasing Map

2. MODIFICATIONS TO DEVELOPMENT AGREEMENT TO CONFORM TO AMENDMENT

The following provisions of Section 2.3 of the Fourth Amendment are hereby revised and added to provide as follows:

2.3 Modifications of the Amounts of the CFD to Finance CITY Services. Prior to, and as a condition precedent to, the recordation of each final subdivision creating buildable lots, such map shall be included in a Community Facilities District (“**CFD**”) to finance CITY services through annual special taxes. The amounts contained in Section 5.1 in the Development Agreement shall be modified as follows:

- Single Family Detached Dwelling Unit from $1,443.71.
- Multiple Family Dwelling Unit from $1,251.15
- Gated Apartment Community Dwelling Unit from $1,048.96.
- The amount for Non-Residential building shall be modified to $0.27 per square foot.

These modified amounts shall be subject to an automatic increase, not to exceed four (4%) percent per year, beginning on July 1, 2024, unless otherwise modified by the CITY.

CITY and OWNER intend that the Phase 2 Units will be developed as a for-rent apartment project under single ownership. So long as the Phase 2 Units remain for-rent apartments, the requirements of this section shall not apply to the Phase 2 Units. However, if OWNER elects to develop or convert the Phase 2 Units into for-sale condominium units, OWNER shall form a Community Facilities District subject to the provisions of this section prior to the first Close of Escrow within that phase.

3. MODIFICATIONS TO DEVELOPMENT AGREEMENT TO AMEND CERTAIN REQUIREMENTS FOR CONSTRUCTION OF SPECIFIC PUBLIC IMPROVEMENTS.

A. The following provisions of Section 3.7 of the Fourth Amendment are hereby revised and added to provide as follows:

3.7.4 Traffic Signal at Eucalyptus Avenue and Millennium Paseo. Because the name of Parkhouse Privado was changed to Millennium Paseo, the Development Agreement is amended to provide that OWNER now shall design, construct, and complete the Traffic Signal at Eucalyptus Avenue and Millennium Paseo (instead of Parkhouse Privado), prior to and as a condition precedent to OWNER'S request for the first occupancy permit for Phase 1 Production Units or prior to completion of the Eucalyptus Bridge Improvements, whichever occurs first. All references to Parkhouse Privada are hereby deleted.

3.7.6 Progress Reports. OWNER shall provide periodic written progress reports to the CITY commencing thirty (30) days after the OWNER initiates construction of the Trail Improvements for each Phase, and each sixty (60) days thereafter regarding the progress of construction of the Trail Improvements for each Phase.

3.7.9 Cucamonga Creek Channel Bridge Enhancements. CITY and OWNER mutually agree that the development of the Cucamonga Creek Channel Bridge Enhancements as shown in "Exhibit F-Phase 3" shall be revised as set forth in **Exhibit "F-R"** attached hereto and shall be constructed and completed by OWNER prior to the 1,049th building permit issued for Production Units.

3.7.10 Phase 2 Retail Site Improvements. CITY and OWNER mutually agree that the development of the Phase 2 Units and commercial site shall be constructed subject to the following:

- Prior to the issuance of the 250th residential building permit issued for Phase 2 Units, OWNER shall submit the Phase 2 commercial site improvement and building plans to the City for plan check. Should the applicant fail to satisfy this condition, CITY may, at its sole discretion, withhold any additional permit issuance and may withhold any certificate of occupancies not previously issued, provided however that the city manager may authorize the release of additional permits and certificates of occupancy upon evidence in CITY sole discretion that market conditions outside of OWNER's control prevented the timely development of the Phase 2 commercial site.

- Prior to the issuance of the 450th residential certificate of occupancy issued for Phase 2 Units, OWNER shall apply for and receive a commercial building permit for the Phase 2 commercial site. The commercial building construction shall be diligently pursued to completion and issuance of building final permit. Should the applicant fail to satisfy this condition, CITY may, at its sole discretion, withhold any additional permit issuance and may withhold any certificate of occupancies not previously issued, provided however that the city manager may authorize the release of additional permits and certificates of occupancy upon evidence that market conditions outside of OWNER's control prevented the timely development of the Phase 2 commercial site.

4. MODIFICATION OF PARKLAND AND QUIMBY ACT FEE/CONSTRUCTION AND ACQUISITION OF GREAT PARK

A. Section 4.2.3 of the Development Agreement is revised to provide as follows:

4.2.3 Parkland and Quimby Act Fees. Pursuant to the General Plan (Ontario Plan) Goal PR1, Policy PR1-5 (achievement of a park standard of 5 acres of parkland per 1,000 residents), OWNER shall, with respect to its Project, develop and improve 2 acres of parks and improved open space per 1,000 of projected population ("**Parkland**") without Quimby fee credit, reimbursement, offset or other consideration from CITY. Such areas shall be transferred to a homeowner's association or to the City if any such areas are included in the public areas of the Great Park.

4.2.3.1 Satisfaction of Parkland Requirements. OWNER's requirements for acquisition and improvement of Parkland in an amount equal to two (2) acres per 1,000 of projected population shall be deemed satisfied by a combination of the development of non-public recreational facilities such as private pocket parks, pools, splash pads, community centers, tennis and basketball courts, clubhouses and other community amenities, and by the development and dedication of a portion of the Great Park and the Trail Improvements. The portion of the Great Park and the Trail Improvements that is dedicated in recognition of Owner's requirements for parkland in the amount equal to two (2) acres per 1,000 of projected population shall be dedicated to the CITY without DIF credit and shall not be considered as a "Non-Program Interest" as provided in Section 3.6 of the Construction Agreement. CITY and OWNER agree that the following improvements and dedications satisfy OWNER's parkland requirements under Section 4.2.3 above to the full extent of the acreages described in the following subsections of this Section 4.2.3.

4.2.3.2 CITY and OWNER agree that lot NN consisting of 1.32 acres was developed and improved as a private recreation area to serve the Project in satisfaction of OWNER'S parkland requirements set forth in Policy PR1-5 and Section 4.2.3 above and its subsections.

4.2.3.3 OWNER shall dedicate to the CITY 4.39 acres within the Great Park, concurrent with the City's close of escrow for its purchase of that additional 11.3 acres within the Great Park collectively identified as Park Areas I and II of the Great Park on the map attached as Exhibit "H" attached hereto. Thereafter, within eighteen (18) months after that close of escrow, OWNER shall complete those parkland improvements within Park Area I to be described in the Great Park Plan referred to in Section 4.2.4 below (the **"Great Park Phase 1 Improvements**"). OWNER'S dedication of the aforementioned 4.39 acres to the City for the Great Park shall be in satisfaction of OWNER'S parkland requirements set forth in Policy PR1-5 and Section 4.2.3 above and its subsections. Except for those Great Park Phase 1 Improvements located within Park Area I, the City shall be solely

responsible for the funding and construction of all improvements to Park Area II of the Great Park (the "**Great Park Phase 2 Improvements**").

4.2.3.4 OWNER shall complete The Trail Improvements described in section 3.7.5 of the 4th Amendment to the Development Agreement in satisfaction of OWNER'S parkland requirements set forth in Policy PR1-5 and Section 4.2.3 above and its subsections.

B. Section 4.2.4 of the Second Amendment to the Development Agreement is revised to provide as follows:

4.2.4. OWNER agrees that Park Areas I, II, II and IV on the map attached hereto as Exhibit "H," collectively comprise the Great Park as identified in the Parkside Specific Plan which shall be transferred to the City and improved by Owner in four (4) Phases in accordance with the City's park standards and open to the public. Park Areas I and II are to be transferred together to the CITY by OWNER as set forth in Section 4.2.3.3 and Park Areas III and IV shall be transferred to City in accordance with the terms of the Great Park Plan (defined below). CITY and OWNER shall meet periodically and/or as needed from the Effective Date of this Amendment, to jointly develop a plan for the timing and phasing of the improvement, funding, completion and acquisition of each of the Park Areas I,II, III and IV (the "**Great Park Plan**"). The Great Park Plan may be in the form of Purchase and Sale Agreements between the City and Owner which shall provide for City' purchase of Park Areas I, II, III and IV, and identify the improvements which Owner shall construct within each Park Area. Subject to the successful development of the Great Park Plan and OWNER's and CITY's approval and execution of an amendment to the Existing DIF Credit Agreement (or execution of a separate DIF Credit and Reimbursement Agreement) (the "**Great Park DIF Agreement**") which adds all public improvements made to the Great Park by OWNER as improvements with are eligible for DIF Credit (the "**Great Park Improvements**"), the design and construction of the Great Park Improvements shall entitle OWNER, if OWNER elects, to a credit towards its obligations under the Quimby Act (Gov. Code § 64477) and the CITY's implementing ordinance and/or resolution (collectively "**Quimby Act Obligations**"), and/or alternatively, OWNER shall be entitled to have the CITY acquire such developed and public available parks as Non-Program Interests as set forth in Section 3.6.2 of the Construction Agreement Amendment. CITY acknowledges that the development of the Great Park areas by OWNER exceeds OWNER's requirements for the development of parkland and open space and OWNER shall be entitled to further consideration for the development and dedication of the Great Park area in form of reimbursements to OWNER from Quimby Act Fees collected by CITY and paid by other development within the Ontario Ranch area of the New Model Colony, and/or by the City's issuance of DIF Credits to Owner in accordance with the Great Park DIF Agreement. The specific terms of the issuance of DIF Credit and DIF

Reimbursement to OWNER for the Great Park Improvements will be included in the Great Park DIF Agreement as provided above and in Section 4.2.6.

C. Section 4.2.6 is added to the Development Agreement to provide as follows:

4.2.6 Construction of DIF Program Infrastructure (Non-Construction Agreement). To the extent OWNER is required to construct and completes construction of Improvements that are included in CITY's Development Impact Fee Program and such Improvements are not included in the Construction Agreement Amendment between CITY and NMC Builders, CITY agrees that CITY shall issue DIF Credit, and where appropriate, DIF Reimbursement in accordance with the provisions of an amendment to the Existing DIF Credit Agreement (or execution of a separate DIF Credit and Reimbursement Agreement). Limitation on the use of DIF Credit issued to OWNER to offset OWNER's DIF payment obligations shall also be subject to the provisions of such amendment to the Existing DIF Credit and Reimbursement Agreement (or separate DIF Credit and Reimbursement Agreement). OWNER may also be eligible to receive reimbursement from DIF collected by CITY and paid by other development that benefit from OWNER's construction of Infrastructure that is included in CITY's DIF Program. Any such DIF Reimbursement shall be subject to such an amendment to the Existing DIF Credit Agreement (or separate DIF Credit and Reimbursement Agreement). CITY and OWNER agree that such amendment to the Existing DIF Credit Agreement (or separate DIF Credit and Reimbursement Agreement) between CITY and OWNER shall comply with CITY's adopted policies applicable to such agreements."

5. OTHER MODIFICATIONS.

A. Section 4.2 of the Fourth Amendment is revised to provide as follows:

4.2 Extension of Term of the Development Agreement. CITY and OWNER acknowledge that the Term of the Development Agreement will expire on September 19, 2026. CITY and OWNER also agree that the OWNER has not met the building permit issuance requirements for the extension of the term of the Development Agreement as Notwithstanding that this requirement has not been met, CITY and OWNER agree that OWNER has met the remaining requirements for the extension of the term of the Development Agreement and that OWNER is not in default of the Development Agreement. CITY and OWNER agree that the term of the Development Agreement shall be extended for an additional five (5) year period to September 19, 2031 for a total term of twenty-five (25) years following the Effective Date of the Development Agreement. The Development Agreement shall be extended an additional five (5) year period to September 19, 2036 once the 1,040th permit has been issued for the Project.

6. INTEGRATION.

A. Section 6.1 of the Fourth Amendment is revised to provide as follows:

6.1 Integration of Previous Understands and Clarifications. This Fifth Amendment reflects the complete understanding of the parties with respect to the subject matter hereof. To the extent this Fifth Amendment conflicts with the Development Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, this Fifth Amendment supersedes such previous document(s). In all other aspects, the parties hereto re-affirm and ratify all other terms, conditions, provisions, and obligations under the Original Development Agreement, First Amendment, Second Amendment, Third Amendment and Fourth Amendment. The Property covered by this Fifth Amendment is as described in the legal description of the Property attached hereto as revised **Exhibit "A-R."** This Fifth Amendment shall be recorded against the Property.

[Signatures Immediately on Next Page]

SIGNATURE PAGE
TO FIFTH AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ONTARIO AND SC ONTARIO DEVELOPMENT COMPANY, LLC.

IN WITNESS WHEREOF, the parties hereto have executed this Fifth Amendment as of the Effective Date.

"OWNER"

SC ONTARIO DEVELOPMENT COMPANY, LLC,
a Delaware limited liability company

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

By:_____
Name:_____
Its: Authorized Agent

"CITY"

CITY OF ONTARIO
a California municipal corporation

By:_____
Scott Ochoa, City Manager

Date: _____

ATTEST:

_____
City Clerk, Ontario

APPROVED AS TO FORM:
BEST BEST & KRIEGER, LLP

_____
City Attorney

ACKNOWLEDGMENT

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

State of California)
County of _____)

On _____, 20__ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

[SEAL]

ACKNOWLEDGMENT

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

State of California)
County of _____)

On _____, 20__ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

[SEAL]

EXHIBIT “A-R”

REVISED LEGAL DESCRIPTION OF PROPERTY

THE LAND HEREINAFTER DESCRIBED IS SITUATED IN THE CITY OF ONTARIO, STATE OF CALIFORNIA, COUNTY OF SAN BERNARDINO AND IS DESCRIBED AS FOLLOWS:

PARCEL 1 (SUNKIST)

GOVERNMENT LOTS 3 AND 4 AND THE SOUTHEAST ONE-QUARTER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 7 WEST, SAN BERNARDINO MERIDIAN IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE LAND DESCRIBED IN THAT CERTAIN EASEMENT IN FAVOR OF THE SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT RECORDED APRIL 20, 1944, IN BOOK 1678 PAGE 154 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT BY DEED RECORDED SEPTEMBER 29, 1977, IN BOOK 9273 PAGE 254 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF SAN BERNARDINO BY DEED RECORDED AUGUST 29, 1990, AS INSTRUMENT NO. 90-344004 OF OFFICIAL RECORDS.

ALSO EXCEPT ALL COUNTY ROADS AND HIGHWAYS.

ALSO EXCEPTING THE FOLLOWING:

EXHIBIT "A"

SHEET 1 OF 1

GRANT DEED FOR LLA18-010
SC ONTARIO DEVELOPMENT TO ONTARIO LAND VENTURES

THAT PORTION OF GOVERNMENT LOT 4, SECTION 15, TOWNSHIP 2 SOUTH, RANGE 7 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE UNITED STATES GOVERNMENT TOWNSHIP PLAT THEREOF, APPROVED BY THE SURVEYOR GENERAL ON AUGUST 30, 1873, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 1 AS SHOWN ON RECORD OF SURVEY 02-139, RECORDED IN BOOK 118, PAGES 82 THROUGH 95 INCLUSIVE OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID CORNER BEING ON THE CENTERLINE OF CARPENTER AVENUE AS SHOWN ON SAID RECORD OF SURVEY, SAID CORNER ALSO BEING ON THE EAST LINE OF RANCHO SANTA ANA DEL CHINO, AS PER MAP RECORDED IN BOOK 6, PAGE 15 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE ALONG SAID CENTERLINE AS SHOWN ON RECORD OF SURVEY, RECORDED IN BOOK 25, PAGE 15 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, NORTH 00° 02' 44" WEST, 187.76 FEET TO THE CENTERLINE OF EUCALYPTUS AVENUE, AS SHOWN ON LAST MENTIONED RECORD OF SURVEY;

THENCE ALONG THE EASTERLY PROLONGATION OF SAID CENTERLINE OF EUCALYPTUS AVENUE, NORTH 89° 19' 34" EAST, 144.43 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 905.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 27° 08' 53" AN ARC LENGTH OF 428.81 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 905.00 FEET, A RADIAL LINE TO SAID BEGINNING OF TANGENT REVERSE CURVE BEARS SOUTH 26° 28' 27" WEST;

THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 26° 27' 26" AN ARC LENGTH OF 417.90 FEET TO A POINT OF TANGENCY WITH THE NORTHERLY LINE OF SAID GOVERNMENT LOT 1, A RADIAL LINE TO SAID POINT OF TANGENCY BEARS SOUTH 00° 01' 02" WEST;

THENCE ALONG SAID NORTHERLY LINE OF GOVERNMENT LOT 1, NORTH 89° 58' 58" WEST, 961.54 FEET TO THE POINT OF BEGINNING.

CONTAINING: 105,724 SQUARE FEET OR 2.43 ACRES MORE OR LESS (GROSS)

EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

SUBJECT TO: COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS AND RIGHTS-OF-WAY, IF ANY.

SURVEYOR:

PREPARED UNDER THE SUPERVISION OF:

BRIAN L. THIENES
P.L.S. NO. 5750
REG. EXP. DEC. 31, 2019

DATE

PROFESSIONAL LAND SURVEYOR
BRIAN L. THIENES
NO. 5750
STATE OF CALIFORNIA

Last Update: 12/04/18
O:\3290\LLA\GRANT DEED\3290_DEED.dwg

PREPARED BY:

Thienes Engineering, Inc.
CIVIL ENGINEERING • LAND SURVEYING
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH.(714)521-4811 FAX(714)521-4173

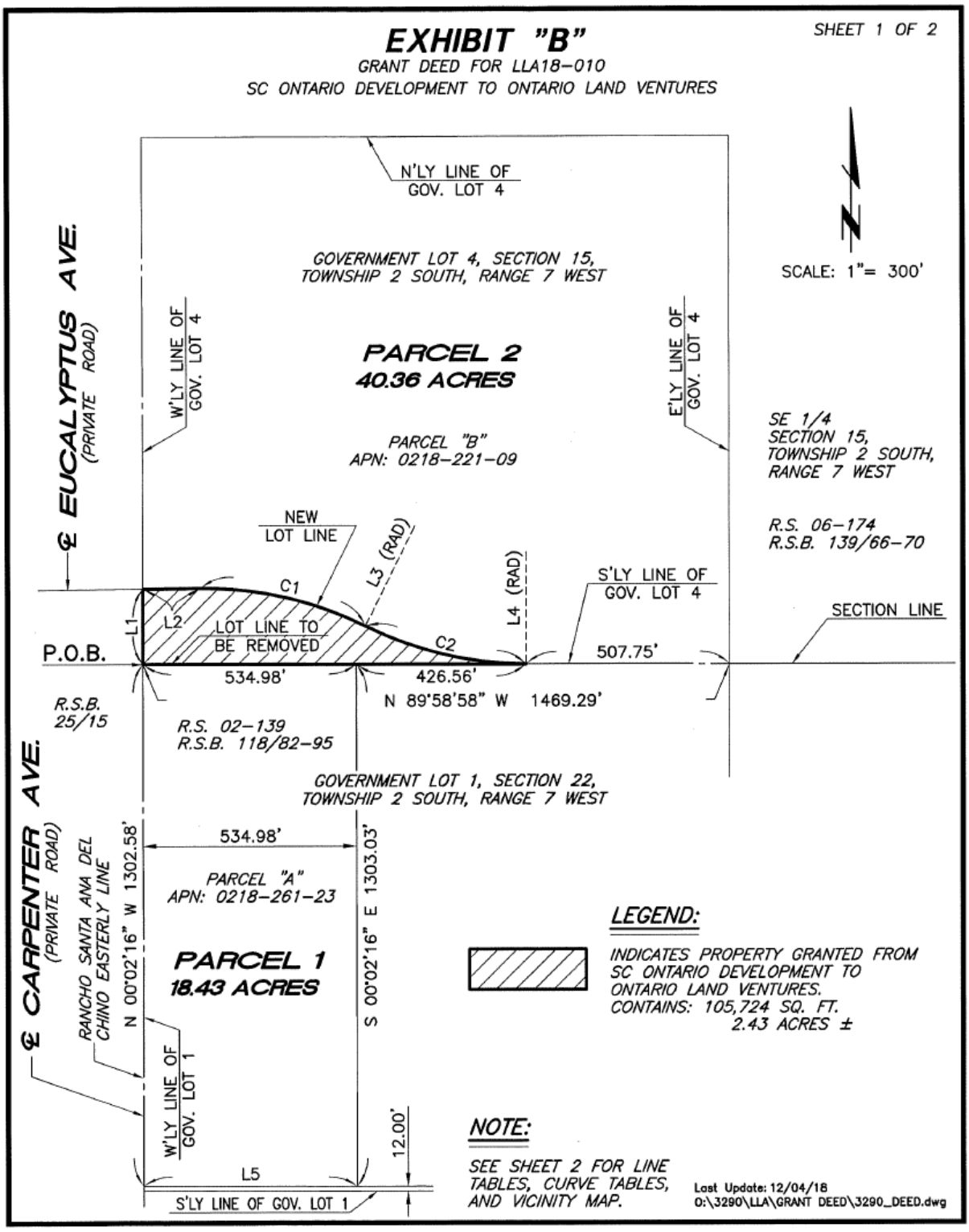

EXHIBIT "B"
SHEET 1 OF 2
GRANT DEED FOR LLA18-010
SC ONTARIO DEVELOPMENT TO ONTARIO LAND VENTURES
N'LY LINE OF GOV. LOT 4
GOVERNMENT LOT 4, SECTION 15, TOWNSHIP 2 SOUTH, RANGE 7 WEST
SCALE: 1"= 300'
℄ EUCALYPTUS AVE. (PRIVATE ROAD)
W'LY LINE OF GOV. LOT 4
E'LY LINE OF GOV. LOT 4
PARCEL 2
40.36 ACRES
PARCEL "B"
APN: 0218-221-09
SE 1/4 SECTION 15, TOWNSHIP 2 SOUTH, RANGE 7 WEST
R.S. 06-174
R.S.B. 139/66-70
NEW LOT LINE
L3 (RAD)
L4 (RAD)
C1
C2
L1
L2
LOT LINE TO BE REMOVED
S'LY LINE OF GOV. LOT 4
SECTION LINE
P.O.B.
534.98'
426.56'
507.75'
N 89°58'58" W 1469.29'
R.S.B. 25/15
R.S. 02-139
R.S.B. 118/82-95
GOVERNMENT LOT 1, SECTION 22, TOWNSHIP 2 SOUTH, RANGE 7 WEST
℄ CARPENTER AVE. (PRIVATE ROAD)
RANCHO SANTA ANA DEL CHINO EASTERLY LINE
N 00°02'16" W 1302.58'
534.98'
S 00°02'16" E 1303.03'
PARCEL "A"
APN: 0218-261-23
PARCEL 1
18.43 ACRES
W'LY LINE OF GOV. LOT 1
L5
12.00'
S'LY LINE OF GOV. LOT 1
LEGEND:
INDICATES PROPERTY GRANTED FROM SC ONTARIO DEVELOPMENT TO ONTARIO LAND VENTURES.
CONTAINS: 105,724 SQ. FT.
2.43 ACRES ±
NOTE:
SEE SHEET 2 FOR LINE TABLES, CURVE TABLES, AND VICINITY MAP.
Last Update: 12/04/18
O:\3290\LLA\GRANT DEED\3290_DEED.dwg

EXHIBIT "B-R"

REVISED PARKSIDE SPECIFIC PLAN

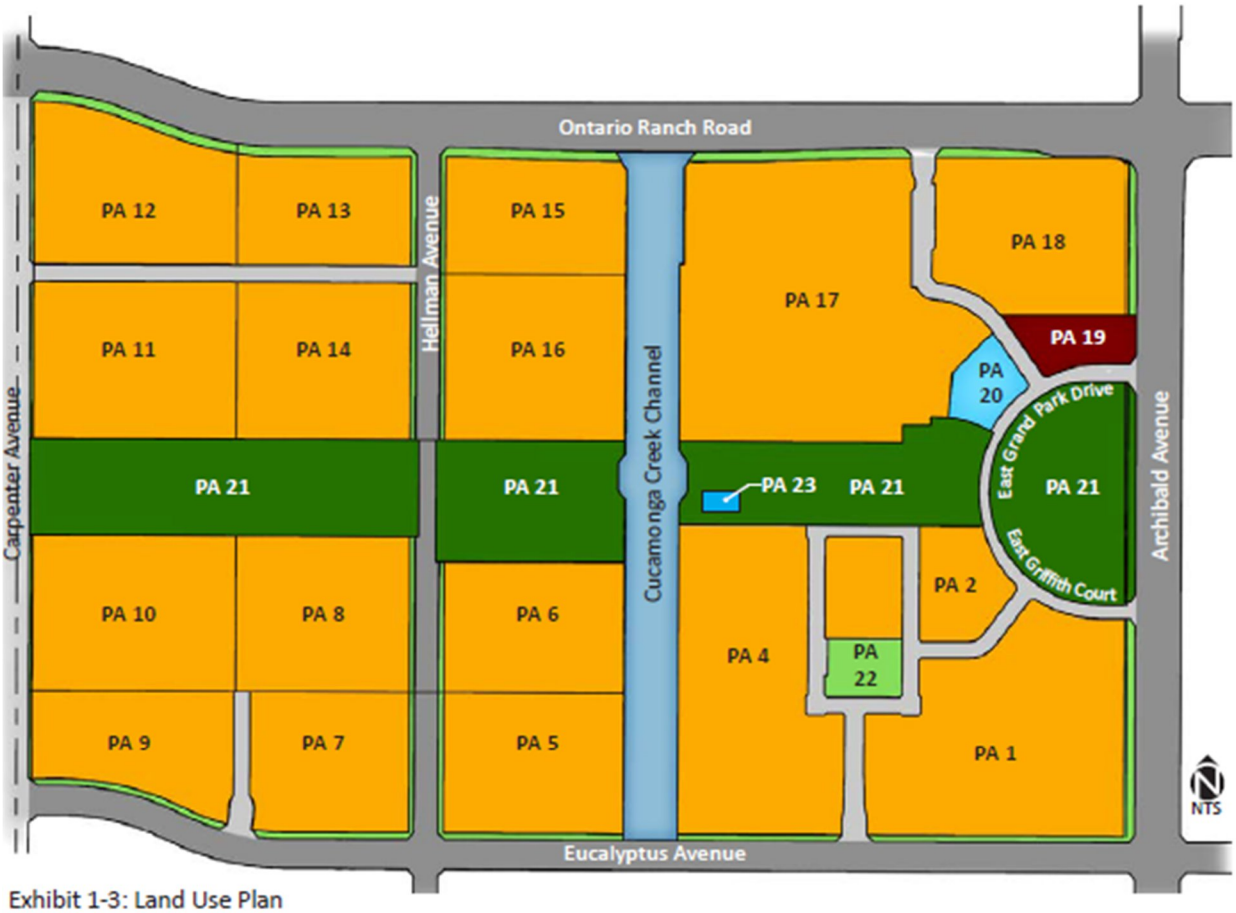


Exhibit 1-3: Land Use Plan

Legend

- Medium Density Residential (11.1 - 25 du ac)
- Neighborhood Commercial (0.4 FAR)
- Public Facility
- Open Space - Parkland
- Open Space - Private/Village Edges
- Roads - Master Planned
- Roads - Local
- Cucamonga Creek Channel

EXHIBIT "C-R"

REVISED EXISTING DEVELOPMENT APPROVALS

On July 25, 2006, the Planning Commission:

a) Issued Resolution No. PC06-060 Recommending City Council Adopt and certify the Parkside Specific Plan Environmental Impact Report;

b) Issued Resolution No. PC06-061 Recommending City Council approval of the General Plan Amendment (File No. PGPA04-003);

c) Issued Resolution No. PC06-062 Recommending City Council approval of the Parkside Specific Plan (File No. PSP03-002); and

d) Issued Resolution No. PC06-063 approving Tentative Tract Map No. 18048.

e)

On August 15, 2006, the City Council:

a) Adopted and certified the Parkside Specific Plan Environmental Impact Report and issued Resolution No. 2006-068;

b) Approved General Plan Amendment (File No. PGPA04-003) and issued Resolution No. 2006-068A; and

c) Adopted Ordinance No. 2838 approving the Parkside Specific Plan.

On June 16, 2009, the City Manager:

a) Approved the First Amendment to the Development Agreement dated June 16, 2009, and recorded in San Bernardino County, California on September 14, 2009 as Instrument No. 2009-0403692 pursuant to Section 65864, et seq., of the Government Code, (hereinafter the "First Amendment").

On December 15, 2014, the Planning Commission:

a) Adopted Resolution No. PC14-116 recommending City Council approval of the SC Ontario Development Company, L.L.C. Second Amendment Development Amendment (File No. PDA14-007); and

b) Issued Resolution No. PC14-117 approving Tentative Tract Map No. 18999 (File No. PMTT14-021.

On April 23, 2019, the Planning Commission:

a) Adopted Resolution No. PC19-025 recommending City Council approval of the Third Amendment to the Development Agreement (File No. PDA05-002) between the City of Ontario and SC Ontario Development Company, LLC.

EXHIBIT "C-R" Continued

EXISTING DEVELOPMENT APPROVALS

On June 18, 2019, the City Council:

a) Adopted Ordinance 3134 approving the Third Amendment to the Development Agreement (File No. PDA05-002) between the City of Ontario and SC Ontario Development Company, LLC.

EXHIBIT “D-R”

REVISED EXISTING LAND USE REGULATIONS

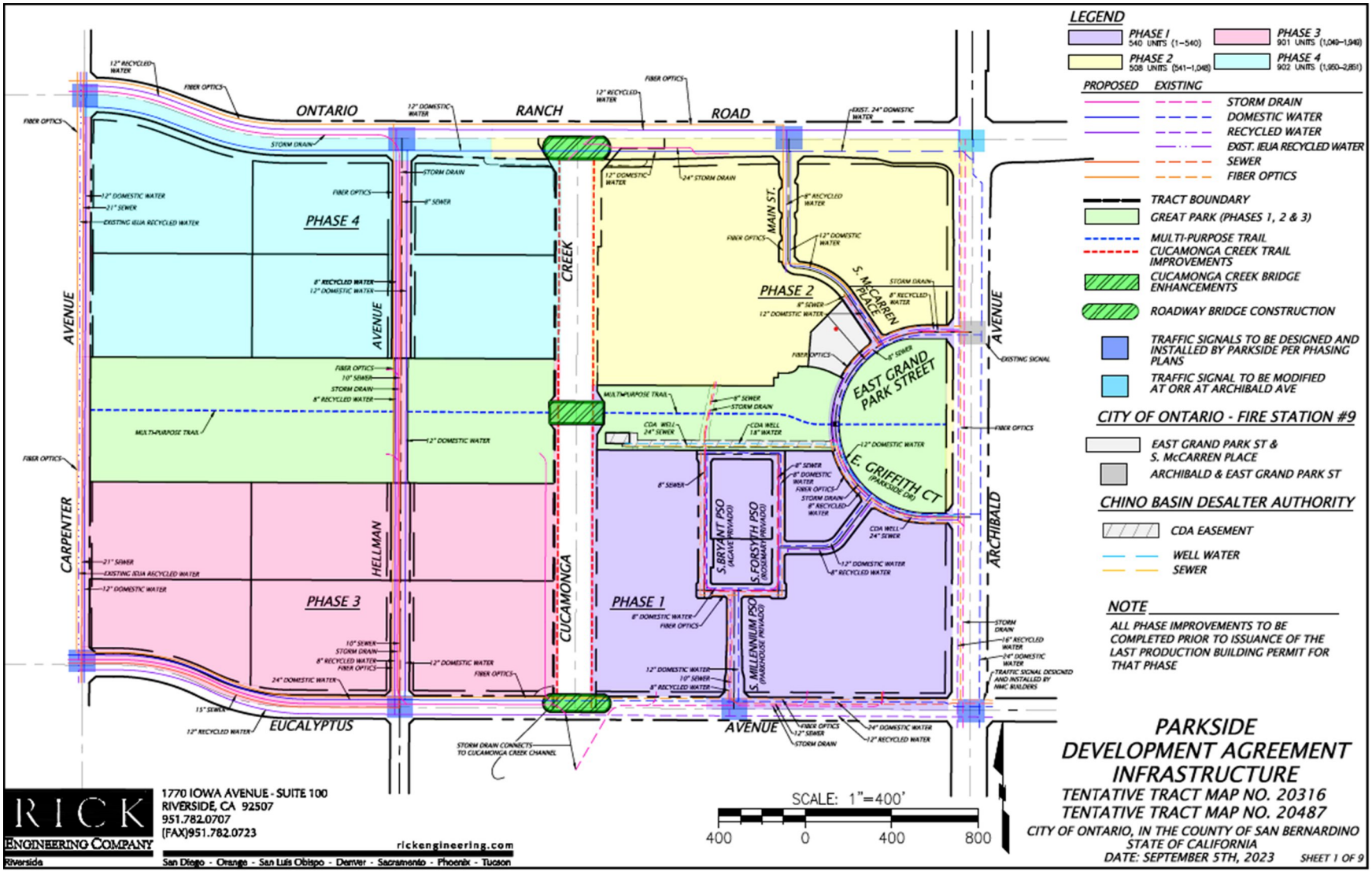
The Documents are listed for reference only:

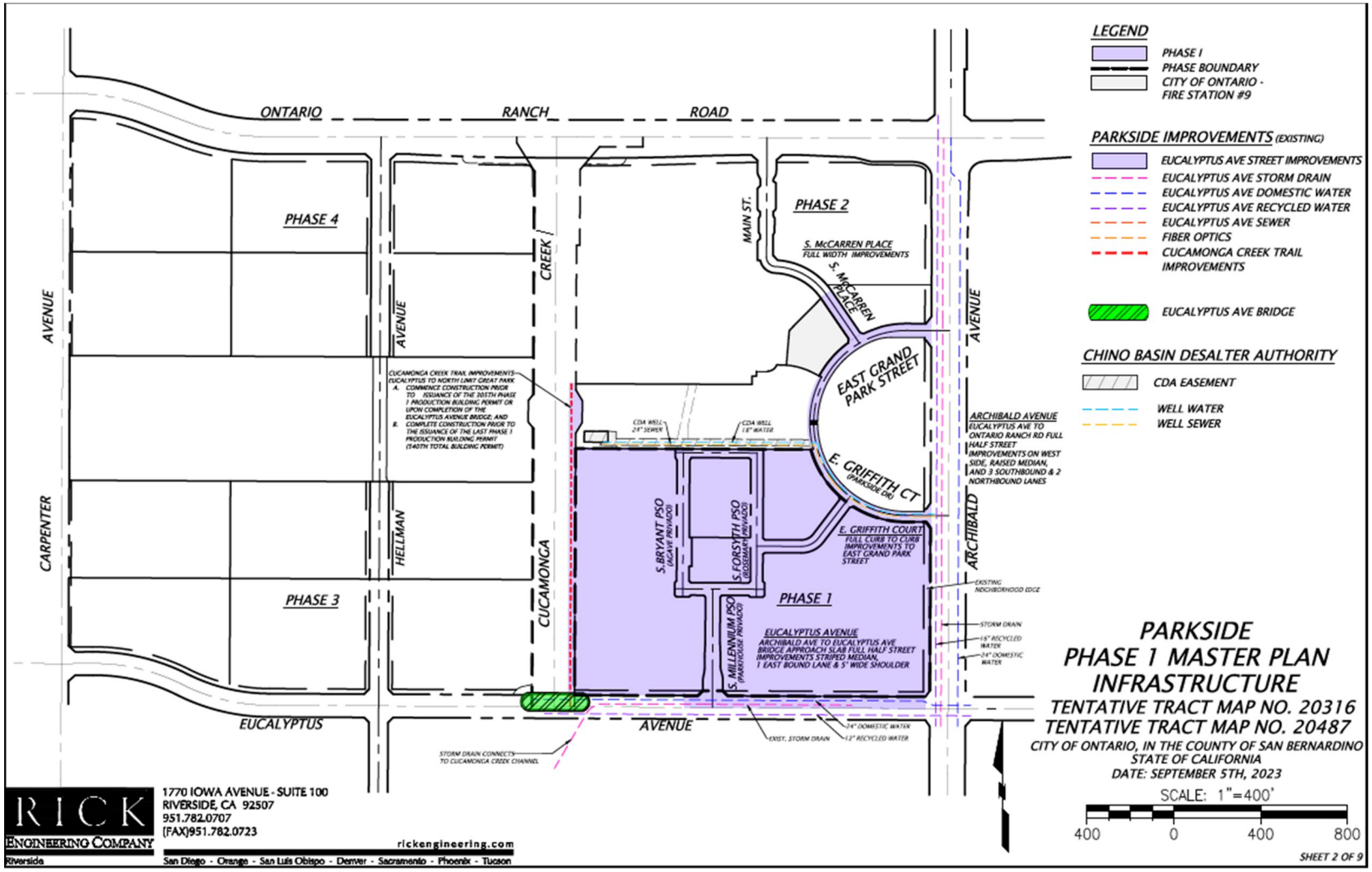
1. Parkside Specific Plan Environmental Impact Report, Resolution No. 2006-068.
2. General Plan Amendment (File No. PGPA04-003), Resolution No. 2006-068A.
3. Parkside Specific Plan (File No. PSP03-002), Ordinance No. 283.
4. City of Ontario Municipal Code:
    a. Six – Sanitation & Health
    b. Seven – Public Works
    c. Eight – Building Regulations
    d. Nine – Development Code
    e. Ten – Parks and Recreation

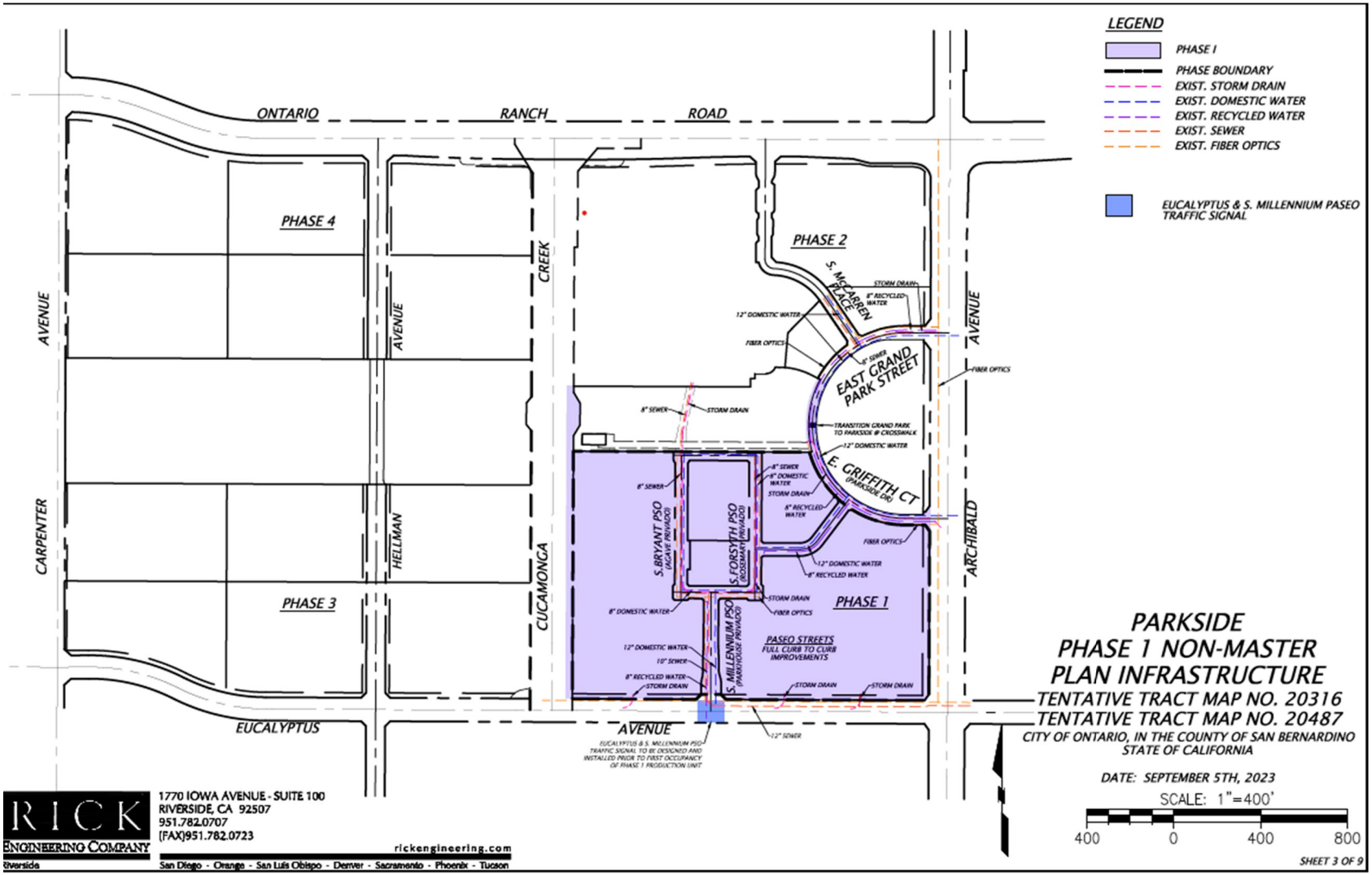
EXHIBIT “E-R”

REVISED CONCEPTUAL PHASING PLAN

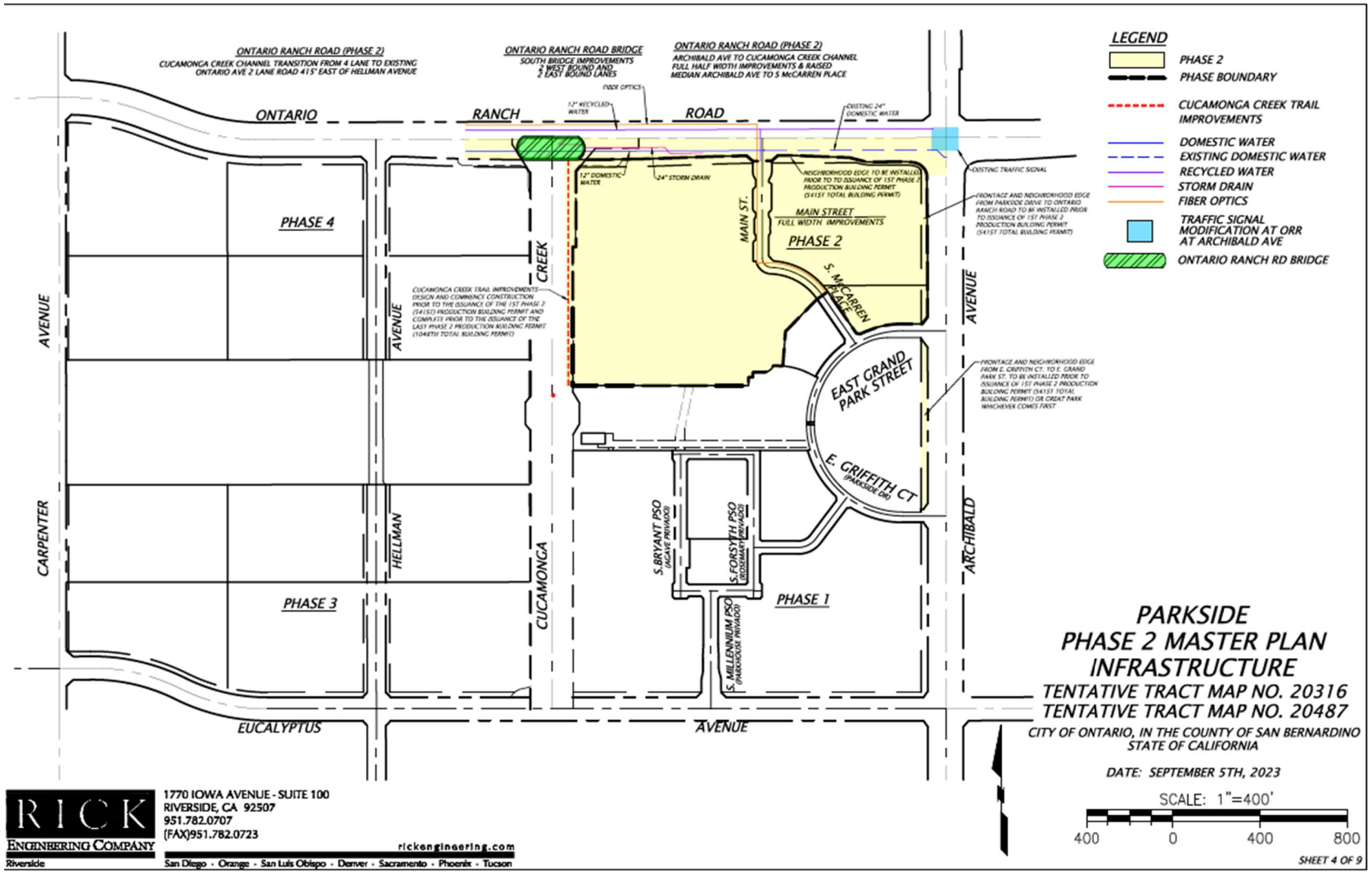
(SEE ATTACHED)


LEGEND
PHASE 1
540 UNITS (1–540)
PHASE 2
508 UNITS (541–1,048)
PHASE 3
901 UNITS (1,049–1,949)
PHASE 4
902 UNITS (1,950–2,851)
PROPOSED
EXISTING
STORM DRAIN
DOMESTIC WATER
RECYCLED WATER
EXIST. IEUA RECYCLED WATER
SEWER
FIBER OPTICS
TRACT BOUNDARY
GREAT PARK (PHASES 1, 2 & 3)
MULTI-PURPOSE TRAIL
CUCAMONGA CREEK TRAIL IMPROVEMENTS
CUCAMONGA CREEK BRIDGE ENHANCEMENTS
ROADWAY BRIDGE CONSTRUCTION
TRAFFIC SIGNALS TO BE DESIGNED AND INSTALLED BY PARKSIDE PER PHASING PLANS
TRAFFIC SIGNAL TO BE MODIFIED AT ORR AT ARCHIBALD AVE
CITY OF ONTARIO - FIRE STATION #9
EAST GRAND PARK ST & S. McCARREN PLACE
ARCHIBALD & EAST GRAND PARK ST
CHINO BASIN DESALTER AUTHORITY
CDA EASEMENT
WELL WATER
SEWER
NOTE
ALL PHASE IMPROVEMENTS TO BE COMPLETED PRIOR TO ISSUANCE OF THE LAST PRODUCTION BUILDING PERMIT FOR THAT PHASE
ONTARIO RANCH ROAD
EUCALYPTUS AVENUE
CARPENTER AVENUE
HELLMAN AVENUE
CUCAMONGA CREEK
MAIN ST.
ARCHIBALD AVENUE
S. McCARREN PLACE
EAST GRAND PARK STREET
E. GRIFFITH CT (PARKSIDE DR)
S. BRYANT PSO (AGAVE PRIVADO)
S. FORSYTH PSO (ROSEMARY PRIVADO)
S. MILLENNIUM PSO (PARKHOUSE PRIVADO)
PHASE 1
PHASE 2
PHASE 3
PHASE 4
STORM DRAIN CONNECTS TO CUCAMONGA CREEK CHANNEL
SCALE: 1"=400'
400 0 400 800
PARKSIDE
DEVELOPMENT AGREEMENT
INFRASTRUCTURE
TENTATIVE TRACT MAP NO. 20316
TENTATIVE TRACT MAP NO. 20487
CITY OF ONTARIO, IN THE COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA
DATE: SEPTEMBER 5TH, 2023
SHEET 1 OF 9
RICK ENGINEERING COMPANY
Riverside
1770 IOWA AVENUE - SUITE 100
RIVERSIDE, CA 92507
951.782.0707
(FAX)951.782.0723
rickengineering.com
San Diego - Orange - San Luis Obispo - Denver - Sacramento - Phoenix - Tucson

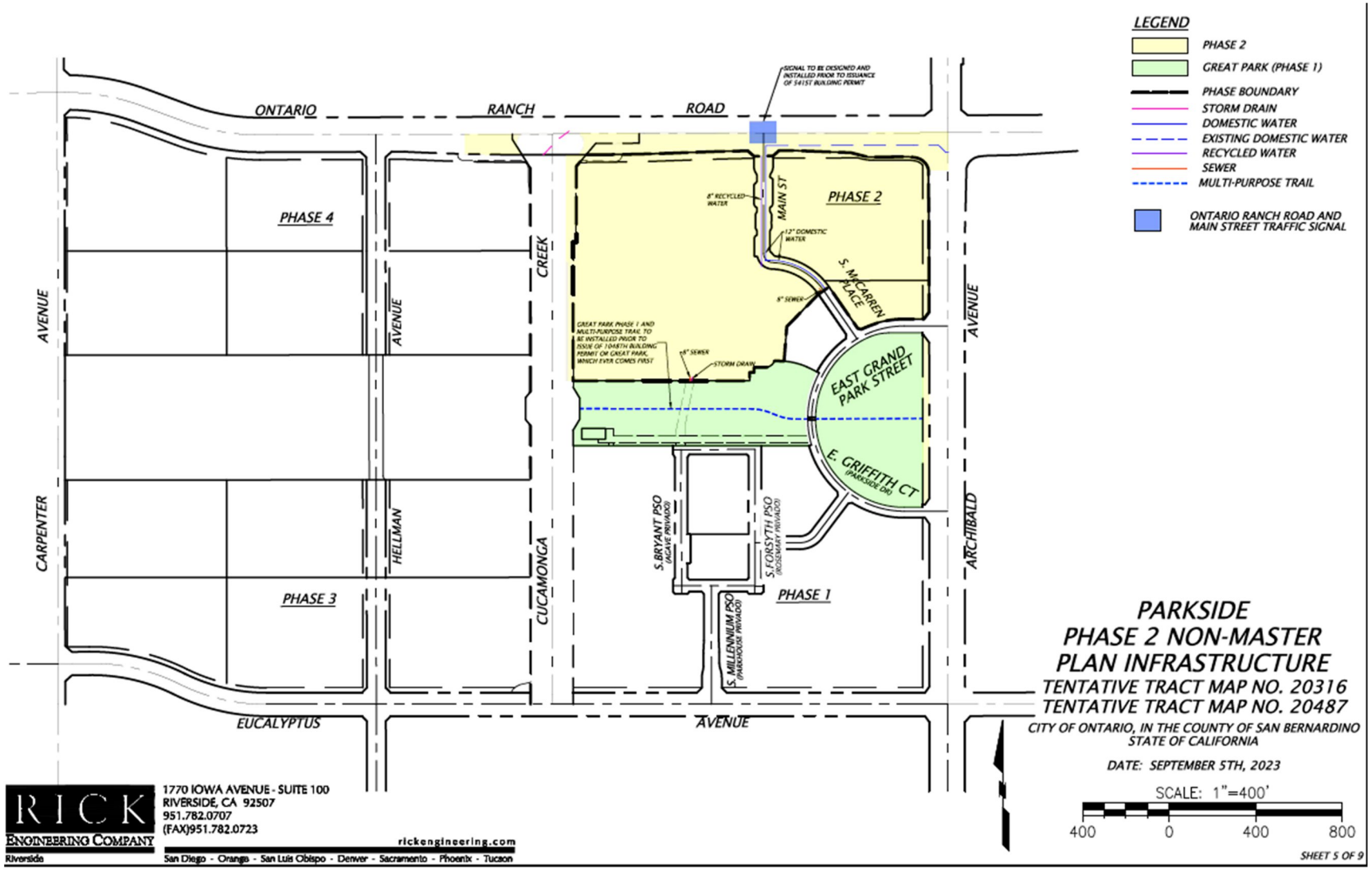

ONTARIO RANCH ROAD
EUCALYPTUS AVENUE
CARPENTER AVENUE
HELLMAN AVENUE
CUCAMONGA CREEK
MAIN ST.
ARCHIBALD AVENUE
PHASE 1
PHASE 2
PHASE 3
PHASE 4
S. McCARREN PLACE
FULL WIDTH IMPROVEMENTS
EAST GRAND PARK STREET
E. GRIFFITH CT
E. GRIFFITH COURT
FULL CURB TO CURB IMPROVEMENTS TO EAST GRAND PARK STREET
S. BRYANT PSO
S. FORSYTH PSO
S. MILLENNIUM PSO
EUCALYPTUS AVENUE
ARCHIBALD AVE TO EUCALYPTUS AVE BRIDGE APPROACH SLAB FULL HALF STREET IMPROVEMENTS STRIPED MEDIAN, 1 EAST BOUND LANE & 5' WIDE SHOULDER
ARCHIBALD AVENUE
EUCALYPTUS AVE TO ONTARIO RANCH RD FULL HALF STREET IMPROVEMENTS ON WEST SIDE, RAISED MEDIAN, AND 3 SOUTHBOUND & 2 NORTHBOUND LANES
CUCAMONGA CREEK TRAIL IMPROVEMENTS
EUCALYPTUS TO NORTH LIMIT GREAT PARK
A. COMMENCE CONSTRUCTION PRIOR TO ISSUANCE OF THE 355TH PHASE 1 PRODUCTION BUILDING PERMIT OR UPON COMPLETION OF THE EUCALYPTUS AVENUE BRIDGE, AND
B. COMPLETE CONSTRUCTION PRIOR TO THE ISSUANCE OF THE LAST PHASE 1 PRODUCTION BUILDING PERMIT (540TH TOTAL BUILDING PERMIT)
CDA WELL 24" SEWER
CDA WELL 18" WATER
EXISTING NEIGHBORHOOD EDGE
STORM DRAIN
16" RECYCLED WATER
24" DOMESTIC WATER
EXIST. STORM DRAIN
12" RECYCLED WATER
STORM DRAIN CONNECTS TO CUCAMONGA CREEK CHANNEL
LEGEND
PHASE I
PHASE BOUNDARY
CITY OF ONTARIO - FIRE STATION #9
PARKSIDE IMPROVEMENTS (EXISTING)
EUCALYPTUS AVE STREET IMPROVEMENTS
EUCALYPTUS AVE STORM DRAIN
EUCALYPTUS AVE DOMESTIC WATER
EUCALYPTUS AVE RECYCLED WATER
EUCALYPTUS AVE SEWER
FIBER OPTICS
CUCAMONGA CREEK TRAIL IMPROVEMENTS
EUCALYPTUS AVE BRIDGE
CHINO BASIN DESALTER AUTHORITY
CDA EASEMENT
WELL WATER
WELL SEWER
PARKSIDE
PHASE 1 MASTER PLAN
INFRASTRUCTURE
TENTATIVE TRACT MAP NO. 20316
TENTATIVE TRACT MAP NO. 20487
CITY OF ONTARIO, IN THE COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA
DATE: SEPTEMBER 5TH, 2023
SCALE: 1"=400'
400 0 400 800
SHEET 2 OF 9
RICK ENGINEERING COMPANY
Riverside
1770 IOWA AVENUE - SUITE 100
RIVERSIDE, CA 92507
951.782.0707
(FAX)951.782.0723
rickengineering.com
San Diego - Orange - San Luis Obispo - Denver - Sacramento - Phoenix - Tucson



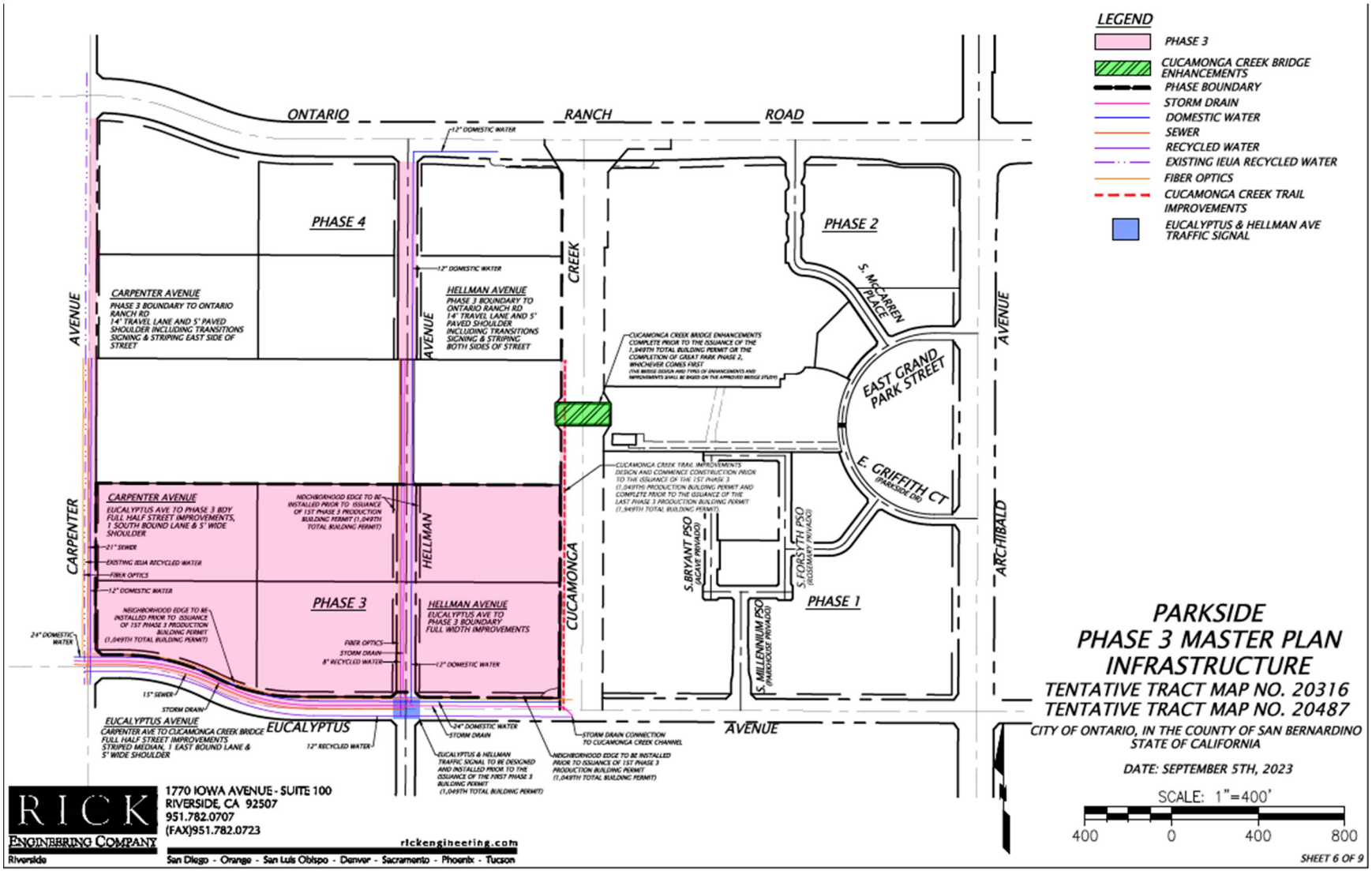
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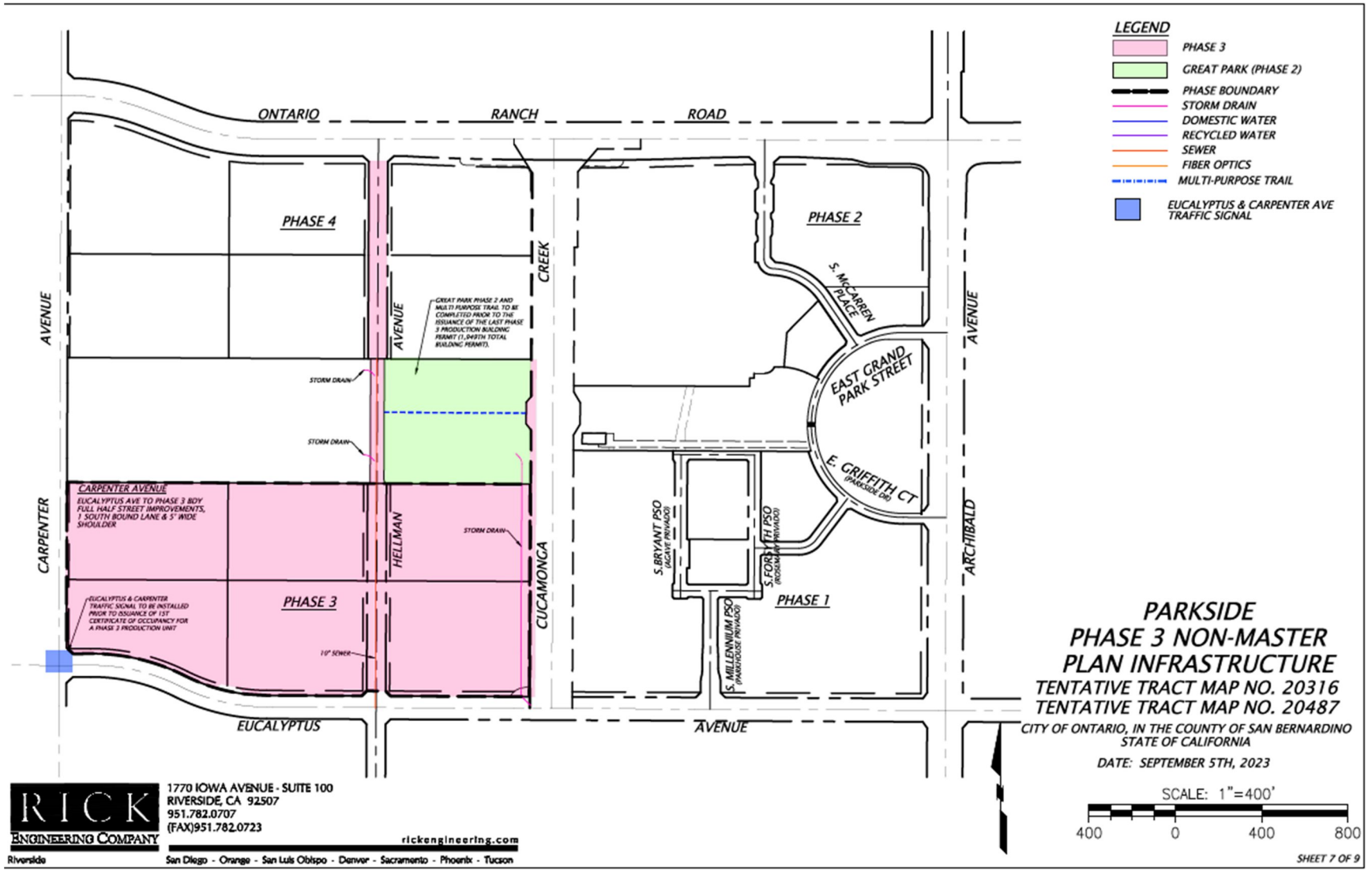


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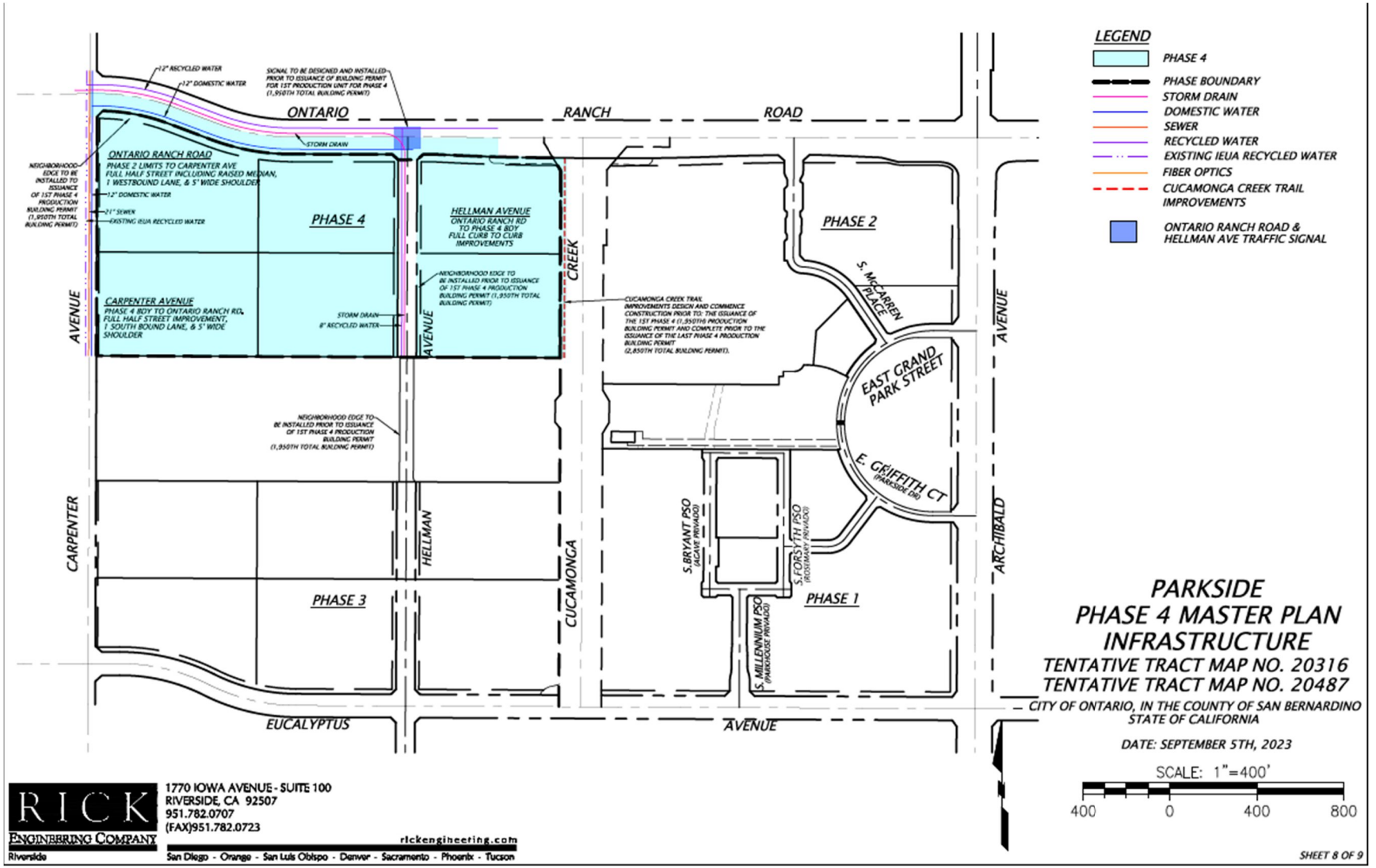


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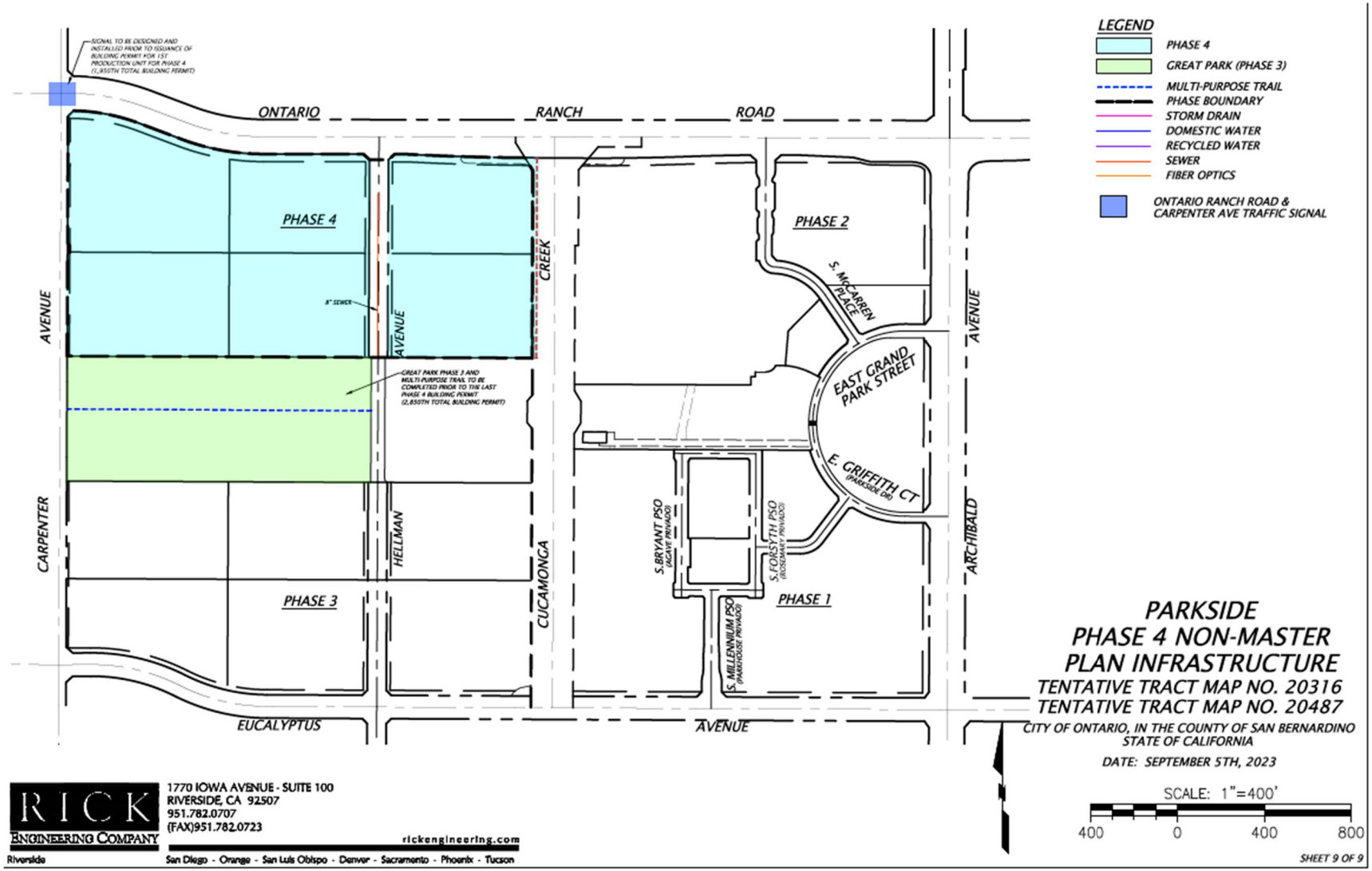

LEGEND
PHASE 3
CUCAMONGA CREEK BRIDGE ENHANCEMENTS
PHASE BOUNDARY
STORM DRAIN
DOMESTIC WATER
SEWER
RECYCLED WATER
EXISTING IEUA RECYCLED WATER
FIBER OPTICS
CUCAMONGA CREEK TRAIL IMPROVEMENTS
EUCALYPTUS & HELLMAN AVE TRAFFIC SIGNAL
ONTARIO RANCH ROAD
PHASE 4
PHASE 2
PHASE 3
PHASE 1
CARPENTER AVENUE
PHASE 3 BOUNDARY TO ONTARIO RANCH RD 14' TRAVEL LANE AND 5' PAVED SHOULDER INCLUDING TRANSITIONS SIGNING & STRIPING EAST SIDE OF STREET
HELLMAN AVENUE
PHASE 3 BOUNDARY TO ONTARIO RANCH RD 14' TRAVEL LANE AND 5' PAVED SHOULDER INCLUDING TRANSITIONS SIGNING & STRIPING BOTH SIDES OF STREET
CARPENTER AVENUE
EUCALYPTUS AVE TO PHASE 3 BDY FULL HALF STREET IMPROVEMENTS, 1 SOUTH BOUND LANE & 5' WIDE SHOULDER
HELLMAN AVENUE
EUCALYPTUS AVE TO PHASE 3 BOUNDARY FULL WIDTH IMPROVEMENTS
EUCALYPTUS AVENUE
CARPENTER AVE TO CUCAMONGA CREEK BRIDGE FULL HALF STREET IMPROVEMENTS STRIPED MEDIAN, 1 EAST BOUND LANE & 5' WIDE SHOULDER
CUCAMONGA CREEK BRIDGE ENHANCEMENTS COMPLETE PRIOR TO THE ISSUANCE OF THE 1,949TH TOTAL BUILDING PERMIT OR THE COMPLETION OF GRAAY PARK PHASE 2, WHICHEVER COMES FIRST
CUCAMONGA CREEK TRAIL IMPROVEMENTS DESIGN AND COMMENCE CONSTRUCTION PRIOR TO THE ISSUANCE OF THE 1ST PHASE 3 (1,049TH) PRODUCTION BUILDING PERMIT AND COMPLETE PRIOR TO THE ISSUANCE OF THE LAST PHASE 3 PRODUCTION BUILDING PERMIT (1,949TH TOTAL BUILDING PERMIT).
NEIGHBORHOOD EDGE TO BE INSTALLED PRIOR TO ISSUANCE OF 1ST PHASE 3 PRODUCTION BUILDING PERMIT (1,049TH TOTAL BUILDING PERMIT)
EUCALYPTUS & HELLMAN TRAFFIC SIGNAL TO BE DESIGNED AND INSTALLED PRIOR TO THE ISSUANCE OF THE FIRST PHASE 3 BUILDING PERMIT (1,049TH TOTAL BUILDING PERMIT)
STORM DRAIN CONNECTION TO CUCAMONGA CREEK CHANNEL
S. MCCARREN PLACE
EAST GRAND PARK STREET
E. GRIFFITH CT (PARKSIDE DR)
S. BRYANT PSO (AGAVE PRIVADO)
S. FORSYTH PSO (ROSEMARY PRIVADO)
S. MILLENNIUM PSO (PARKSIDE PRIVADO)
CREEK
AVENUE
CUCAMONGA
ARCHIBALD
EUCALYPTUS
12" DOMESTIC WATER
24" DOMESTIC WATER
21" SEWER
EXISTING IEUA RECYCLED WATER
FIBER OPTICS
8" RECYCLED WATER
15" SEWER
STORM DRAIN
12" RECYCLED WATER
PARKSIDE
PHASE 3 MASTER PLAN
INFRASTRUCTURE
TENTATIVE TRACT MAP NO. 20316
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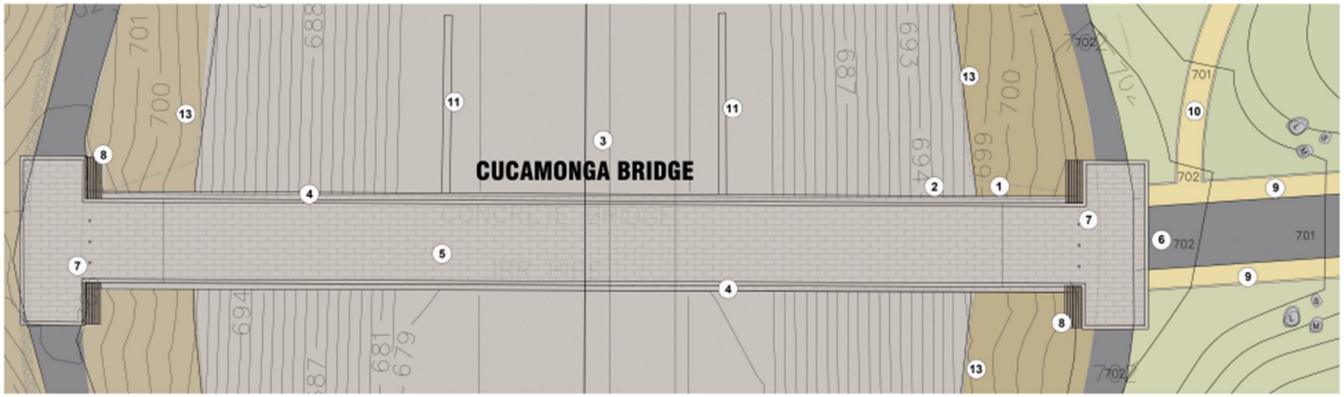


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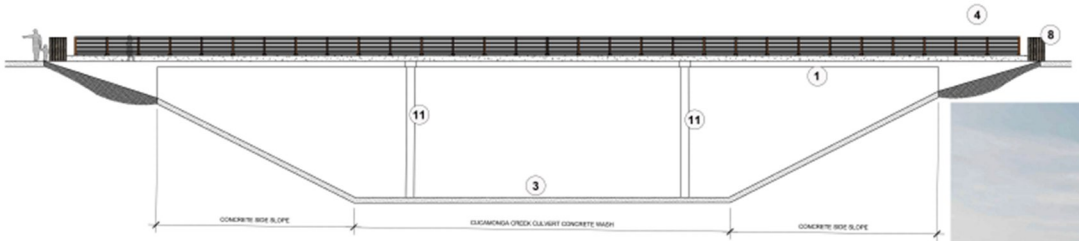
EXHIBIT “F-R”

CUCAMONGA CREEK CHANNEL BRIDGE ENHANCEMENTS

[SEE ATTACHED]



OVERALL PLAN
SCALE: 1/8" = 1'-0"



OVERALL ELEVATION
SCALE: 1/8" = 1'-0"

LEGEND

1. EXISTING CONCRETE BRIDGE STRUCTURE
2. EXISTING IRR PIPE TO BE REMOVED
3. CUCAMONGA BRIDGE CULVERT WASH
4. PAINTED FRAME RAIL & GUARDRAIL
5. CONCRETE UNIT PAVER SET OVER EXISTING BRIDGE STRUCTURE
6. A/C EVA PAVING
7. REMOVABLE BOLLARDS
8. WOOD BOARDS PILASTER
9. D.G. EVA SHOULDER
10. D.G. TRAIL
11. EXISTING CONCRETE SUPPORT
12. EXISTING CHAIN LINK FENCE IN PLACE
13. EXISTING A.C. TRAIL TO BE RESURFACED

NOTES

-THE CUCAMONGA CREEK CHANNEL BRIDGE AS A TRAIL WILL REQUIRE A LICENSE AGREEMENT WITH THE COUNTY.
-ALL IMPROVEMENTS ON THE CUCAMONGA CREEK CHANNEL BRIDGE WILL REQUIRE APPROVAL FROM THE COUNTY FLOOD CONTROL DISTRICT.



INSPIRATIONAL IMAGE



PHOTO SIMULATION OF CUCAMUNGA BRIDGE

Parkside Great Park | Preliminary Landscape Plan | CUCAMONGA BRIDGE CONCEPT

SC Ontario Development Company | Ontario, CA | November 22, 2022

NORTH

SCALE: 1/8" = 1'-0"

0 24 32 48 96

SMP ENVIRONMENTAL DESIGN

SUMMERSUNNY & PARTNERS, INC.
34197 COAST HWY SUITE 280
DANA POINT CA 92629
(949) 443-1446

EXHIBIT “G-R”

ENHANCED AMENITIES REQUIRED FOR QUALIFIED COMMUNITY FACILITIES DISTRICT HOA WAIVER

[SEE ATTACHED]

ENHANCED AMENITIES REQUIRED FOR QUALIFIED COMMUNITY FACILITES DISTRICT HOA WAIVER

Level 1: Minimum Effective Tax Rate Wavier Requirement:

1. Must meet/construct the minimum 2 acres of parkland per 1,000 people.
2. Minimum of 300 Sq. Ft. of Park Area per unit.
3. Must include three (3) major* recreation facilities and three (3) minor* recreation facilities/amenities.
4. Common active open space areas shall be located a minimum of 10 FT from any habitable structures, and shall have a minimum contiguous area of 300 SF, with no horizontal dimension less than 15 FT, and no clear vertical dimension less than 8 FT.
5. All common active open space areas shall be planted with permanent landscaping or be devoted to recreational facilities, such as swimming pools, tennis courts, tot lots, patios, or similar open space and recreational facilities.
6. Passive common open space areas shall have a minimum dimension of 5 FT; however, not more than 50 percent of the passive areas having a dimension less than 10 FT may be counted toward the minimum open space requirements.

Level 1 – 25% HOA Budget Waiver: If Applicant covenants to develop the above listed requirements, as determined by the Planning Department, Applicant will be eligible to qualify for a 25% reduction of the applied HOA Budget when calculating the Total Effective Tax Burden. To qualify, eligible Applicants must provide the City with the most recent HOA Budget (indicating all eligible major and minor facilities/amenities) submitted to CA Dept. of Real Estate prior to the CFD formation deadline.

Level 2: Maximum Effective Tax Rate Wavier Requirement:

1. Must meet/construct the minimum 2 acres of parkland per 1,000 people.
2. Minimum of 450 Sq. Ft. of Park Area per unit.
3. Must include four (4) major* recreation facilities/amenities and three (3) minor* recreation facilities/amenities.
4. Common active open space areas shall be located a minimum of 10 FT from any habitable structures, and shall have a minimum contiguous area of 300 SF, with no horizontal dimension less than 15 FT, and no clear vertical dimension less than 8 FT.
5. All common active open space areas shall be planted with permanent landscaping or be devoted to recreational facilities, such as swimming pools, tennis courts, tot lots, patios, or similar open space and recreational facilities.
6. Passive common open space areas shall have a minimum dimension of 5 FT; however, not more than 50 percent of the passive areas having a dimension less than 10 FT may be counted toward the minimum open space requirements.

Level 2 – 100% HOA Budget Waiver: If Applicant covenants to develop the above listed requirements, as determined by the Planning Department, Applicant will be eligible to qualify for a 100% reduction of the applied HOA Budget when calculating the Total Effective Tax Burden. To qualify, eligible Applicants must provide the City with the most recent HOA Budget (indicating all eligible major and minor facilities/amenities) submitted to CA Dept. of Real Estate prior to the CFD formation deadline.

*** Major and Minor Recreation Facilities/Amenities:**

Major Recreation Facilities/Amenities: A major recreation facility is intended to be a significant recreation node or focal point for residents, and include recreation buildings, swimming or wading pools, splash pads and water play fountains, tennis courts, childcare facilities, and other major amenities requiring significant investment and of appropriate size to serve the project residents, as determined by the City.

Minor Recreation Facilities/Amenities: A minor recreation facility is intended to augment the variety and availability of recreation facilities and includes tot lots for ages 2 to 5 and/or play areas/equipment for ages 5 to 12, spas or saunas, picnic and barbecue areas, cabanas and shade structures, basketball courts, volleyball courts, community gardens, and other similar amenities requiring significant investment and appropriate to serve project residents, as determined by the City.

(October 18, 2021)

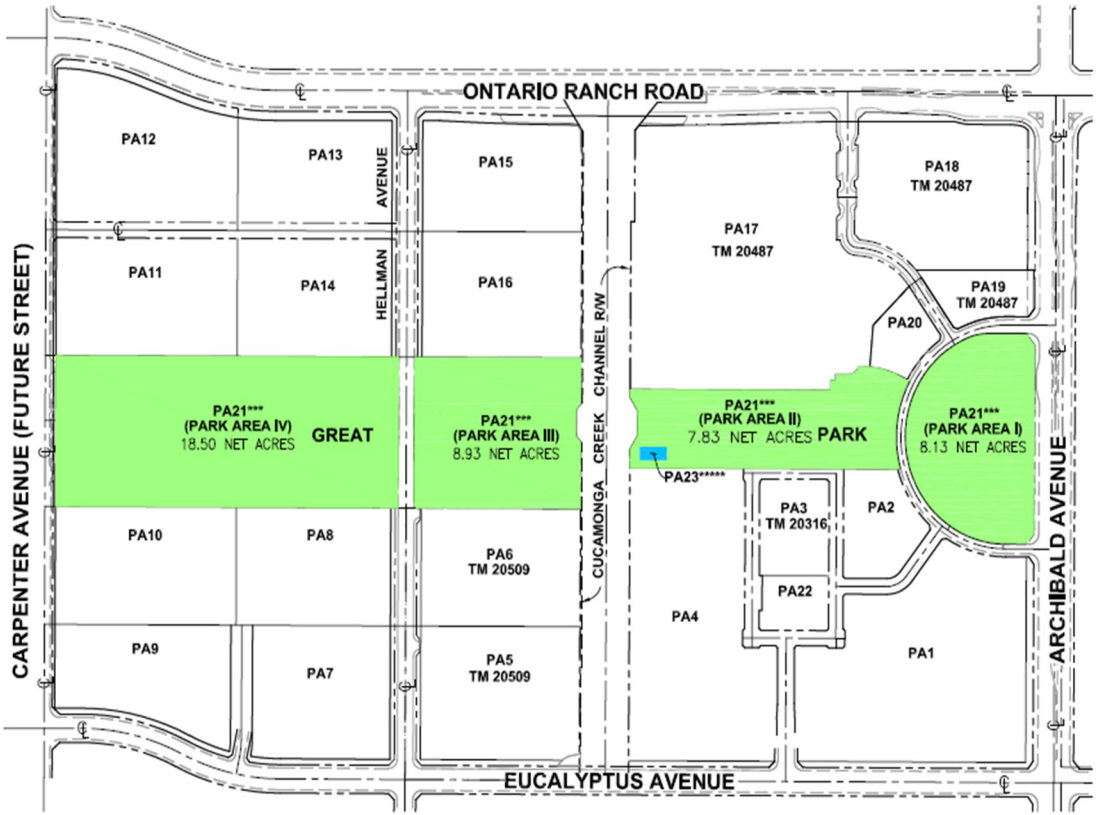
EXHIBIT “H”

GREAT PARK PHASING MAP

[SEE ATTACHED]

GREAT PARK PHASING EXHIBIT

JANUARY 2023



PLANNING AREA	GROSS ACRES [1]	NET ACRES [2]
PARK AREA I	10.54	8.13
PARK AREA II	7.97	7.83
PARK AREA III	9.25	8.93
PARK AREA IV	19.02	18.50
TOTAL	46.78	43.39

TABLE NOTES

1. GROSS ACRES TAKEN TO CENTERLINE OF STREETS
2. NET ACRES TAKEN TO STREET RIGHTS OF WAY

SCALE: 1"=200'

LOCATION



VICINITY MAP

NTS

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

NOTES

*** GREAT PARK AREA
**** CHANNEL SHOWN AS 2 DIFFERENT WIDTHS PER TITLE REPORT
***** CDA WELL SITE

Last Opened: Jan 05, 2023 – 10:49am E:\400-499\481\0481-276\EXHIBITS\Great Park Phasing Exhibit.dwg: By: Richard

CITY OF ONTARIO *Agenda Report* **December 19, 2023**	**SECTION:** **PUBLIC HEARINGS**
Department: Community Development Prepared By: Pablo A De Lara Staff Member Presenting: Scott Murphy, Executive Director Community Development Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 23

SUBJECT: **A PUBLIC HEARING TO CONSIDER THE ADOPTION OF AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT (FILE NO. PDA23-002) BETWEEN THE CITY OF ONTARIO AND IV3 LOMA CREEK LOGISTICS CENTER, LLC**

RECOMMENDATION: That the City Council introduce and waive further reading of an Ordinance approving a Development Agreement (File No. PDA23-002) between the City of Ontario and IV3 Loma Creek Logistics Center LLC, to establish the terms and conditions associated with a Development Plan (File No. PDEV23-013), to construct one (1) industrial building totaling 534,373 square feet on 23.88 acres of land, located on the west side of Mill Creek Avenue, approximately 300 feet south of Chino Avenue, within Planning Area 2C (Light Industrial District) of the Rich Haven Specific Plan.

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

FISCAL IMPACT: The proposed Development Agreement (File No. PDA23-002) will not have a direct impact on the City's General Fund. The Development Agreement will provide funding from the formation of a Community Facilities District (CFD) for City services and facilities required to support the Rich Haven Specific Plan (Specific Plan) development, thereby mitigating the increased costs associated with such services. In addition, the City will receive public service funding fees plus development impact, compliance processing, licensing, and permitting fees. No General Fund revenue will be used to support the Ontario Ranch development.

BACKGROUND & ANALYSIS: The Ontario Ranch financial commitments required for construction of properties within a specific plan are substantial. Therefore, in order to adequately forecast these costs and gain assurance that the project may proceed under the existing policies, rules, and regulations, IV3 Loma Creek Logistics Center, LLC (Owner), has requested that the City enter into

negotiations to create a Development Agreement (Agreement).

The proposed Agreement is based on the model Development Agreement that was developed in coordination with the City Attorney and legal counsel for NMC Builders. This model Development Agreement is consistent with the provisions of the Construction Agreement. The terms of the agreement between NMC Builders members requires that members of the LLC enter into Development Agreements that are consistent with the provisions of the Construction Agreement and are consistent with the commitments to assure adequate public infrastructure improvements are constructed by the Owner.

The Agreement proposes to include 23.88 acres of land within the Planning Area 2C (Light Industrial District) of the Specific Plan, as shown on the attached Exhibit A. The Agreement grants the Applicant a vested right to develop the Development Plan (File No. PDEV23-013), provided the Owner complies with the terms and conditions of the Specific Plan and related EIR.

The Development Plan proposes to construct one industrial building totaling 534,373 square feet on 23.88 acres of land located on the west side of Mill Creek Avenue, approximately 300 feet south of Chino Avenue, within Planning Area 2C (Light Industrial District) of the Rich Haven Specific Plan. The conceptual site plan, as shown on attached Exhibit B, illustrates the proposed future development of the Project site.

The term of the Agreement is for 10 years, with a 5-year option to renew. The main points of the Agreement address funding for all new City expenses created by the project, which includes: Development Impact Fees (DIF) for construction of public improvements (i.e. streets and bridges, sewer, water, storm drain and fiber); Public Service Funding to ensure adequate provisions of public services (police, fire, and other public services); and the creation of a Community Facilities District (CFD) for the maintenance of public facilities. Additionally, the Owner shall pay in lieu-fees to the City for the future construction and completion of Ontario Ranch Regional Water and Storm Drain improvements.

In considering the Agreement at their meeting on November 28, 2023, the Planning Commission found the Agreement to be consistent with State law, The Ontario Plan, and the City's Development Agreement policies. As a result, the Planning Commission adopted Resolution No. PC23-099 with a 6 to 0 vote, recommending City Council approval of the Agreement.

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

Exhibit A— Rich Haven Specific Plan (File No. PSPA22-001)

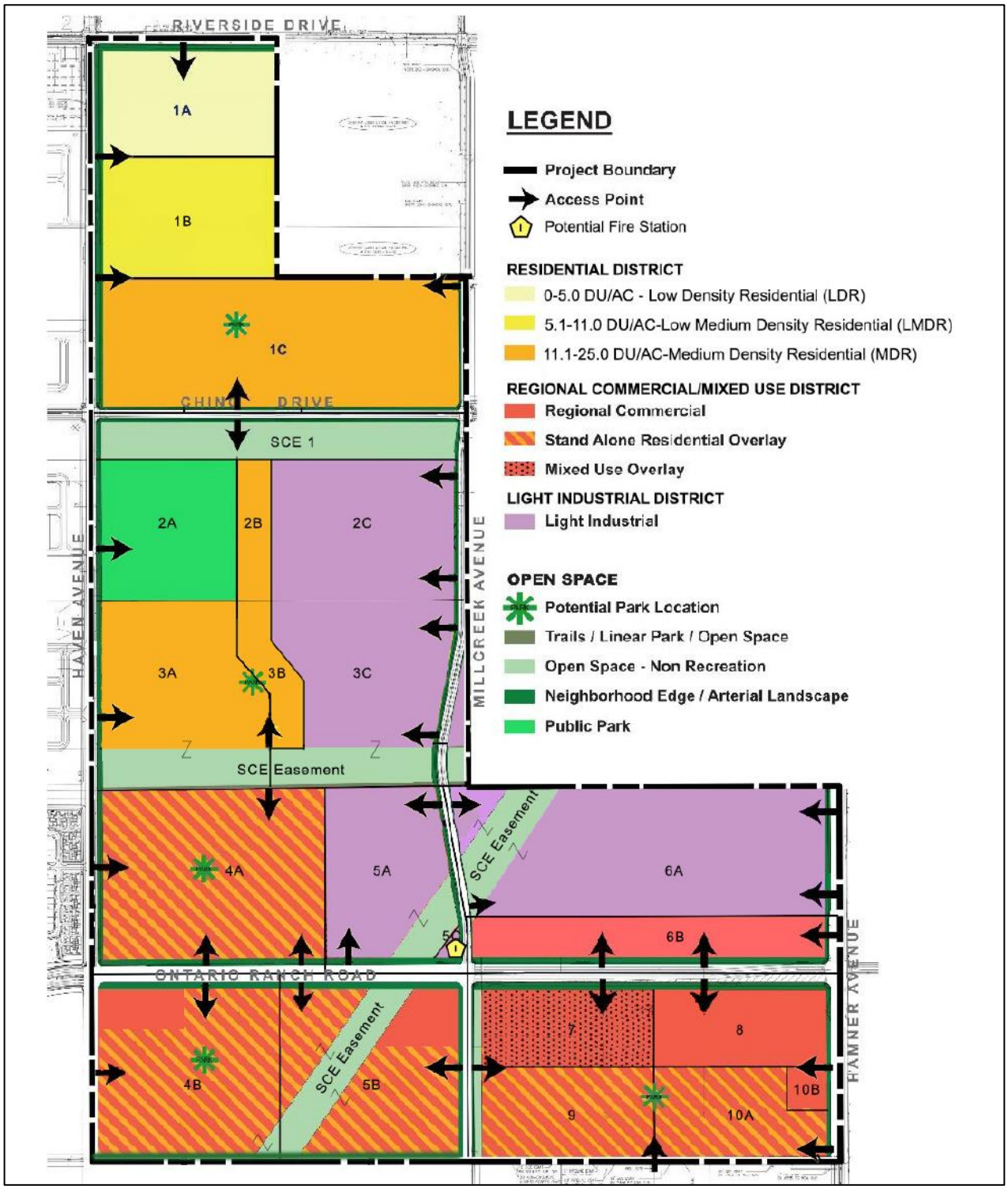
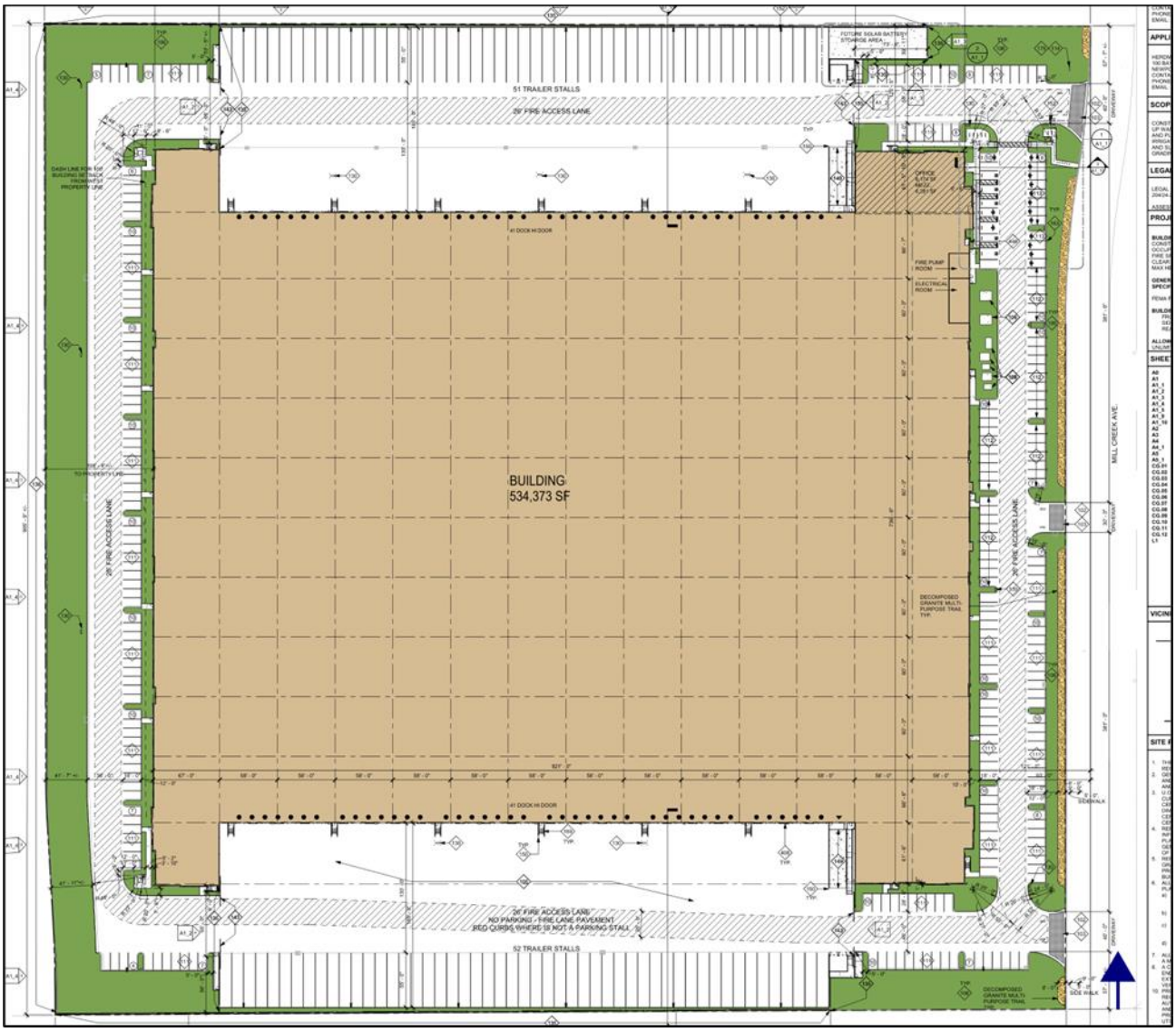


Exhibit B— Site Plan



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PDA23-002, A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ONTARIO AND IV3 LOMA CREEK LOGISTICS CENTER LLC, TO ESTABLISH THE TERMS AND CONDITIONS ASSOCIATED WITH A DEVELOPMENT PLAN (FILE NO. PDEV23-013) TO CONSTRUCT ONE (1) INDUSTRIAL BUILDING TOTALING 534,373 SQUARE FEET ON 23.88 ACRES OF LAND, LOCATED ON THE WEST SIDE OF MILL CREEK AVENUE, APPROXIMATELY 300 FEET SOUTH OF CHINO AVENUE, WITHIN PLANNING AREA 2C (LIGHT INDUSTRIAL DISTRICT) OF THE RICH HAVEN SPECIFIC PLAN, AND MAKING FINDINGS IN SUPPORT THEREOF—APN: 218-161-18.

WHEREAS IV3 Loma Creek Logistics Center LLC ("Applicant") has filed an application for the approval of a Development Agreement, File No. PDA23-002 as described in the title of this Resolution (hereinafter referred to as "Application" or "Project"); and

WHEREAS, the Application applies to 23.88 acres of land, located on the west side of Mill Creek Avenue approximately 300 feet south of Chino Avenue within Planning Area 2C (Light Industrial District) of the Rich Haven Specific Plan; and

WHEREAS, the applicant submitted a Development Plan (File No. PDEV23-013) to construct one industrial building totaling 534,373 square feet on 23.88 acres of land located on the west side of Mill Creek Avenue approximately 300 feet south of Chino Avenue within Planning Area 2C (Light Industrial District) of the Rich Haven Specific Plan.; and

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

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

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

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

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

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

WHEREAS, on November 28, 2023, the Planning Commission of the City of Ontario, California, conducted a hearing to consider the Project, and concluded said hearing on that date, voting to issue Resolution No. PC23-099, recommending the City Council approve the Application; and

WHEREAS, on December 19, 2023, the City Council of the City of Ontario, California, conducted a hearing to consider the Project and concluded said hearing on that date; and

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

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

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

(1) The environmental impacts of this project were previously reviewed in conjunction with File No. PSPA22-001, the Rich Haven Specific Plan Amendment for which an Environmental Impact Report (State Clearinghouse No. 2022100425) (hereinafter referred to as "Certified EIR") was adopted by the City Council on June 20, 2023, and this Application introduces no new significant environmental impacts; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) The Development Agreement applies to approximately 23.88 acres of land, located on the west side of Mill Creek Avenue, approximately 300 feet south of Chino Avenue, within Planning Area 2C (Light Industrial District) of the Rich Haven Specific Plan; and

(2) The Development Agreement establishes parameters for the development of land within the Rich Haven Specific Plan. The Development Agreement also grants the Applicant, the right to develop, the ability to quantify the fees;

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

(3) The Development Agreement grants the Applicant a vested right to develop Development Plan (PDEV23-013), as long as the Applicant complies with the terms and conditions of the Rich Haven Specific Plan and EIR. Development Plan (PDEV23-013) is on the west side of Mill Creek Avenue, approximately 300 feet south of Chino Avenue, within Planning Area 2C (Light Industrial District) of the Rich Haven Specific Plan, and to construct one industrial building totaling 534,373 square feet on the Project site; and

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

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

(6) This Development Agreement will promote the goals and objectives of the Land Use Element of the Rich Haven Specific Plan for which an Environmental Impact Report (State Clearinghouse No. 2022100425), which was certified by the City Council on June 20, 2023, was prepared; and

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

SECTION 6: ***City Council Action.*** Based upon the findings and conclusions set forth in Sections 1 through 5, above, the City Council hereby APPROVES the herein described Development Agreement (File No. PDA23-002), attached hereto as "Attachment A," and incorporated herein by this reference.

SECTION 7: ***Indemnification.*** The Applicant shall agree to defend, indemnify and hold harmless, the City of Ontario or its agents, officers, and employees from any claim, action or proceeding against the City of Ontario or its agents, officers or employees to attack, set aside, void, or annul this approval. The City of Ontario shall promptly notify the applicant of any such claim, action, or proceeding, and the City of Ontario shall cooperate fully in the defense.

SECTION 8: ***Custodian of Records.*** The documents and materials that constitute the record of proceedings on which these findings have been based are located at the City of Ontario City Hall, 303 East "B" Street, Ontario, California 91764. The custodian for these records is the City Clerk of the City of Ontario.

SECTION 9: ***Severability.*** If any section, sentence, clause or phrase of this Ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The People of the City of Ontario hereby declare that they would have adopted this Ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

SECTION 10: ***Effective Date.*** This Ordinance shall become effective 30 days following its adoption.

SECTION 11: ***Publication and Posting.*** The Mayor shall sign this Ordinance and the City Clerk shall certify as to the adoption and shall cause a summary thereof to be published at least once, in a newspaper of general circulation in the City of Ontario, California within 15 days following the adoption. The City Clerk shall post a certified copy of this ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this _____ day of _____ 2023.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Ordinance No. _____ was duly introduced at a regular meeting of the City Council of the City of Ontario held _____ and adopted at the regular meeting held _____, 2023 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

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

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

ATTACHMENT A:

FILE NO. PDA 23-002

DEVELOPMENT AGREEMENT

By and Between

City of Ontario
a California municipal corporation

and

IV3 Loma Creek Logistics Center, LLC
a Delaware limited liability company

(Development Agreement to follow this page)

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

Exempt from Fees Per Gov. Code § 6103

Space above this line for Recorder's Use Only

FILE NO. PDA23-002

DEVELOPMENT AGREEMENT

By and Between

City of Ontario
a California municipal corporation,

and

IV3 Loma Creek Logistics Center, LLC
a Delaware limited liability company

_____, 2023

San Bernardino County, California

DEVELOPMENT AGREEMENT PDA23-002

This Development Agreement (hereinafter "Agreement") is entered into effective as of the ____ day of _____, 2023 by and among the City of Ontario, a California municipal corporation (hereinafter "CITY"), "), and IV3 Loma Creek Logistics Center LLC, a Delaware limited liability company (hereinafter "OWNER"):

RECITALS

WHEREAS, CITY is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property, pursuant to Section 65864, et seq. of the Government Code and Section 4.01.015 of the Ontario Development Code; and

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

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

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

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

WHEREAS, all of the procedures of the California Environmental Quality Act have been met with respect to the Project and the Agreement in that Rich Haven Specific Plan (State Clearinghouse No. 2006051081 (the "FEIR"). The City Council found and determined that the FEIR was prepared in accordance with the requirements of the California Environmental Quality Act and adequately describes the impacts of the project described in the FEIR, which included consideration of this Agreement; and

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

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

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

WHEREAS, this Agreement will eliminate uncertainty in planning and provide for the orderly development of the Property, ensure progressive installation of necessary improvements, provide for public services appropriate to the development of the Project, and generally serve the purposes for which development agreements under Sections 65864 et seq. of the Government Code are intended; and

WHEREAS, OWNER has incurred and will in the future incur substantial costs in order to assure development of the Property in accordance with this Agreement; and

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

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

WHEREAS, Owner's Property is within the boundaries defined in Exhibit A of the Construction Agreement between the CITY and NMC Builders and the Property covered by this Agreement is what is known as a "Phase 2 Water Property" as such, shall be required to provide funding for CITY's future construction of the "Phase 2 Water Improvements" which will result in the availability of additional Net MDD Water Availability required for the development as shown on Exhibit "I-1".

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

COVENANTS

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

1. DEFINITIONS AND EXHIBITS.

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

1.1.1 "Agreement" means this Development Agreement.

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

1.1.3 “Construction Agreement” means that certain Agreement for the Financing and Construction of Phases I and II Infrastructure Improvements to Serve an Easterly Portion of the New Model Colony, entered into between the CITY and NMC Builders as of the 4th day of October, 2005, and all future amendments thereto and including the First Amended and Restated Agreement for the Financing and Construction of Limited Infrastructure Improvements to Serve an Easterly Portion of the New Model Colony entered into between the CITY and NMC Builders as of the 21st day of August, 2012 and the Amendment to the First Amended and Restated Agreement for the Financing and Construction of Limited Infrastructure Improvements to Serve and Easterly Portion of the New Model Colony entered into between the CITY and NMC Builders as of the 19th day of September 2017.

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

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

(a) specific plans and specific plan amendments;

(b) tentative and final subdivision and parcel maps;

(c) development plan review.

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

1.1.7 “Development Impact Fee” means a monetary exaction, other than a tax or special assessment, whether characterized as a fee or a tax and whether established for a broad class of projects by legislation of general applicability or imposed on a specific project on an ad hoc basis, that is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project, and, for purposes of this Agreement only, includes fees collected under development agreements adopted pursuant to Article 2.5 of the Government Code (commencing with Section 65864) of Chapter 4. For purposes of this Agreement only, "Development Impact Fee" shall not include processing fees and charges imposed by CITY to cover the estimated actual costs to CITY of processing applications for Development Approvals or for monitoring

compliance with any Development Approvals granted or issued, including, without limitation, fees for zoning variances; zoning changes; use permits; building inspections; building permits; filing and processing applications and petitions filed with the local agency formation commission or conducting preliminary proceedings or proceedings under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Division 3 (commencing with Section 56000) of Title 5 of the Government Code; the processing of maps under the provisions of the Subdivision Map Act, Division 2 (commencing with Section 66410) of Title 7 of the Government Code; or planning services under the authority of Chapter 3 (commencing with Section 65100) of Division 1 of Title 7 of the Government Code, fees and charges as described in Sections 51287, 56383, 57004, 65104, 65456, 65863.7, 65909.5, 66013, 66014, and 66451.2 of the Government Code, Sections 17951, 19132.3, and 19852 of the Health and Safety Code, Section 41901 of the Public Resources Code, and Section 21671.5 of the Public Utilities Code, as such codes may be amended or superseded, including by amendment or replacement.

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

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

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

1.1.11 "Existing Land Use Regulations" means all Land Use Regulations in effect on the date of the first reading of the Ordinance adopting and approving this Agreement. Existing Land Use Regulations includes the Regulations incorporated herein as Exhibit "D" and all other Land Use Regulations that are in effect and a matter of public record on such date.

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

1.1.13 "Improvement" or "Improvements" means those public improvements required to support the development of the Project as described in the Parcel Map conditions for Parcel Map No. 16568 as further described in Exhibit "F" ("Depiction of required Infrastructure Improvement").

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

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

(b) taxes and assessments;

(c) the control and abatement of nuisances;

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

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

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

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

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

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

1.1.19 **"**Phase 2 Water EDUs**"** means the number of equivalent dwelling units or non-residential square footage assigned to OWNER upon payment to City of the Phase 2 Water Participation Fee for the Project and evidenced by the issuance by CITY of a Certificate of Phase 2 Net MDD Availability in the form attached as Exhibit G.

1.1.20 "Phase 2 Water Improvements" means the future water infrastructure Improvements required for the issuance by CITY of the "Water Availability Equivalents" (WAE) for the Project.

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

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

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

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

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

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

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

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

1.1.29 "Water Availability Equivalent (WAE)" means a designated portion of the total Net MDD made available through the construction of each Phase described in the Water Phasing Plan of the Construction Agreement. The number of Water Availability Equivalents (of portions thereof) required for the approval of a Tract or Subdivision Map _____ shall be based upon water demand factors and assumptions listed in the Construction Agreement and shown in Exhibit "I-2".

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

Exhibit "A" — Legal Description of the Property.

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

Exhibit "C" — Existing Development Approvals.

Exhibit "D" — Existing Land Use Regulations.

Exhibit "E" — Description of Required Infrastructure Improvements

Exhibit "F" — Depiction of required Infrastructure Improvement

Exhibit "G" – Form of Certificate of Net MDD to be issued by CITY

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

Exhibit "I-1" – Ontario Ranch Water Supply Phasing Plan

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

Exhibit “J” - Form of Disclosure letter

2. GENERAL PROVISIONS.

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

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

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

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

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

2.3 Assignment.

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

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

(b) Concurrent with any such sale, transfer or assignment, or within fifteen (15) business days thereafter, OWNER shall notify CITY’s City Manager, in writing, of such

sale, transfer or assignment and shall provide CITY with: (1) an executed agreement, in a form reasonably acceptable to CITY, by the purchaser, transferee or assignee and providing therein that the purchaser, transferee or assignee expressly and unconditionally assumes all the duties and obligations of OWNER under this Agreement with respect to the portion of the Property so sold, transferred or assigned.

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

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

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

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

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

(d) The purchaser, transferee or assignee provides CITY with security equivalent to any security previously provided by OWNER (if any) to secure performance of its obligations hereunder which are to be performed upon portion of the Property sold, transferred or assigned .

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

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

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

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

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

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

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

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

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

2.4 Amendment or Cancellation of Agreement. This Agreement may be amended or cancelled in whole or in part only in the manner provided for in Government Code Section 65868.1. Any amendment of this Agreement, which amendment has been requested by OWNER, shall be considered by the CITY only upon the payment of the applicable processing charge. This provision shall not limit any remedy of CITY or OWNER as provided by this Agreement. Either Party or successor in interest, may propose an amendment to or cancellation, in whole or in part, of this Agreement. Any amendment or cancellation shall be by mutual consent of the parties or their successors in interest except as provided otherwise in this Agreement or in Government Code Section 65865.1. For

purposes of this section, the term "successor in interest" shall mean any person having a legal or equitable interest in the whole of the Property, or any portion thereof as to which such person wishes to amend or cancel this Agreement. The procedure for proposing and adopting an amendment to, or cancellation of, in whole or in part, this Agreement shall be the same as the procedure for adopting and entering into this Agreement in the first instance. Notwithstanding the foregoing sentence, if the CITY initiates the proposed amendment to, or cancellation of, in whole or in part, this Agreement, CITY shall first give notice to the OWNER of its intention to initiate such proceedings at least sixty (60) days in advance of the giving the public notice of intention to consider the amendment or cancellation.

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

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

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

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

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

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

Termination of this Agreement shall not constitute termination of any other land use entitlements approved for the Property. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this Agreement which has occurred prior to such termination or with respect to any obligations which are specifically set forth as surviving this Agreement. Upon such termination, any public facilities and services mitigation fees

paid pursuant to Section 4.2 of this Agreement by OWNER to CITY on which construction has not yet begun shall be refunded to OWNER by CITY within ten (10) business days.

2.6 Notices.

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

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

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

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

If to OWNER:
Adam Schmid
IV3 Loma Creek Logistics Center LLC
c/o Brookfield Properties
2101 Rosecrans Ave, Suite 6250
El Segundo, CA 90245

with a copy to:
Gautam Huded
IV3 Loma Creek Logistics Center LLC
c/o Brookfield Properties
1180 Peachtree Street NE, Suite 1575
Atlanta, Georgia, 30309

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

3. DEVELOPMENT OF THE PROPERTY.

3.1 Rights to Develop. Subject to the terms of this Agreement including the Reservations of Authority in Section 3.4, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the Development Plan. The Project shall remain subject to all Subsequent Development Approvals required to complete the Project as contemplated by the Development Plan. Except as otherwise provided in this Agreement, the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land for public purposes shall be those set forth in the Development Plan.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservations of Authority in Section 3.4, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to development of the Property shall be the Existing Land Use Regulations. In connection with any Subsequent Development Approval, CITY shall exercise discretion in accordance with the same manner as it exercises its discretion under its police powers, including the Reservations of Authority set forth herein; provided however, that such discretion shall not prevent development of the Property for the uses and to the density or intensity of development set forth in this Agreement.

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

3.3.1 Infrastructure Improvement Exhibit. Attached hereto as Exhibit "F" are a description of the Infrastructure Improvements needed for the development of the Property ("the Infrastructure Improvement Exhibits").

3.4 Reservations of Authority.

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

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

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

(c) Regulations, policies and rules governing engineering and construction standards and specifications applicable to public and private improvements, including all uniform codes adopted by the CITY and any local amendments to those codes adopted by the CITY; provided however that, OWNER shall have a vested right to develop the

Property in accordance with, and to the extent of, the standards and specifications that are expressly identified in the Specific Plan and the building codes in effect as of the Effective Date;

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

(e) Regulations that do not conflict with those rules, regulations and policies set forth in this Agreement or the Development Plan and which do not impose additional obligations, costs, and expenses on Owner or the Project;

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

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

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

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

(INSERT SPECIFIC INFRASTRUCUTRE IMPROVEMENTS)

3.5 Public Works; Utilities. If OWNER is required by this Agreement or a condition of project approval to construct any public works facilities which will be dedicated to CITY or

any other public agency upon completion, and if required by applicable laws to do so, OWNER shall perform such work in the same manner and subject to the same requirements as would be applicable to CITY or such other public agency should it have undertaken such construction. As a condition of development approval, OWNER shall connect the Project to all utilities necessary to provide adequate water, recycled water, sewer, gas, electric, and other utility service to the Project. As a further condition of development approval, OWNER shall to the extent possible contract with the CITY for CITY-owned or operated utilities for this purpose, for such price and on such terms as may be available to similarly situated customers in the CITY.

3.5.1 OWNER agrees that development of the Project shall require the construction of storm drain improvements from the Property as described in Exhibit E and depicted in Exhibit F. OWNER and CITY agree that CITY may issue grading, building permits and other required permits for OWNER to initiate construction of structures for the Property according to plans approved by CITY and OWNER agrees that Phase 1 shall be completed within two (2) years of the issuance of the first building permit and Phase 2 shall be constructed and completed within nine (9) months of OWNER receiving a final occupancy permit for any building on the Property. CITY agrees that OWNER may request that CITY issue temporary certificates of occupancy on a building-by-building basis prior to completion of the storm drain improvements within Phase 1, and City shall in its sole discretion issue such requests for temporary certificates of occupancy upon request by Owner. CITY agrees that completion of Phase 1 improvements satisfies the offsite storm drain requirements related to issuing a final certificate of occupancy.

3.5.2 OWNER agrees that development of the Project shall require the construction of street improvements as described in Exhibits E and depicted in Exhibit F. OWNER and CITY agree that CITY may issue grading, building permits and other required permits for OWNER to initiate construction of structures for the Property according to plans approved by CITY. OWNER agrees that Phase 1 shall be completed within two (2) years of the issuance of the first building permit and Phase 2 shall be constructed and completed within nine (9) months of the OWNER receiving a final occupancy permit for any building on the property. For purposes of the foregoing, street improvements shall be deemed Substantially Complete even if the final lift of pavement has not been completed (i.e., Owner may install the final lift after completion of all other construction). CITY agrees that OWNER may request that CITY issue temporary certificates of occupancy on a building-by-building basis prior to completion and subject to final acceptance by CITY of the street improvements within Phase 1 and City shall in its sole discretion issue such requests for temporary certificates of occupancy upon request by Owner. CITY agrees that completion of Phase 1 improvements satisfies the offsite street requirements related to issuing a final certificate of occupancy. OWNER agrees that the street improvements shall be completed and subject to final acceptance by the CITY prior to the release of any security for the construction of the street improvements.

3.5.3 OWNER agrees that development of the Property shall require the extension of water and recycled water improvements as described in Exhibit E and depicted Exhibit F. OWNER and CITY agree that CITY may issue grading, building and

other required permits for OWNER to initiate construction of structures for the Property according to plans approved by CITY .and OWNER agrees that Phase 1 shall be completed within two (2) years of the issuance of the first building permit and Phase 2 shall be constructed and completed within nine (9) months of the OWNER receiving a final occupancy permit for any building on the property. If Owner is unable to complete Phase 1, Owner will be required to submit a revision to the CITY on how two (2) points of connection will be provided to serve water to the site. CITY agrees that OWNER may request that CITY issue temporary certificates of occupancy on a building-by-building basis prior to completion of Phase 1 water and recycled water. Provided there is sufficient water for fire protection and water quality purposes, City shall in its sole discretion issue such requests for temporary certificates of occupancy upon request by Owner. CITY agrees that completion of Phase 1 improvements satisfies the offsite water and recycled water requirements related to issuing a final certificate of occupancy.

3.5.4 OWNER agrees that development of the Property shall require the construction of sewer Improvements as described in Exhibit E and depicted in Exhibit F. OWNER and CITY agree that CITY may issue grading, building permits and other required permits for OWNER to initiate construction of structures for the Property according to plans approved by CITY. OWNER agrees that Phase 1 shall be completed within two (2) years of the issuance of the first building permit and Phase 2 shall be constructed and completed within nine (9) months of OWNER receiving a final occupancy permit for any building on the property. CITY agrees that OWNER may request that CITY issue temporary certificates of occupancy on a building-by-building basis prior to the completion of the sewer improvements within Phase 1 as described in Exhibit E and depicted in Exhibit F, and City shall in its sole discretion issue such requests for temporary certificates of occupancy upon request by Owner.

3.5.5 OWNER agrees that development of the Property shall require the construction of fiber optic communication improvements, as described in the attached Exhibit E and depicted in Exhibit F. OWNER and CITY agree that CITY may issue grading, building and other required permits for OWNER to initiate construction of structures for the Property according to plans approved by CITY and OWNER agrees that Phase 1 shall be completed within two (2) years of the issuance of the first building permit. The fiber optic improvements within Phase 2 shall be constructed and completed within nine (9) months of OWNER receiving a final occupancy permit for any building on the property. CITY agrees that OWNER may request that CITY issue temporary certificates of occupancy on a building-by-building basis prior to the completion of the fiber optic communication improvements within Phase 1, as described in Exhibit E and depicted in Exhibit F, and City shall in its sole discretion issue such requests for temporary certificates of occupancy upon request by Owner. CITY agrees that completion of Phase 1 improvements satisfies the offsite requirements related to issuing a final certificate of occupancy.

3.6 Acquisition of Offsite Provision of Real Property Interests. In any instance where OWNER is required by any Development Approval or Land Use Regulation and the Construction Agreement to construct any public improvement on land not owned by OWNER ("Offsite Improvements"), the CITY and OWNER shall cooperate in acquiring

the necessary legal interest ("Offsite Property") in accordance with the procedures set forth in Section 2.4 of the Construction Agreement. This section 3.6 is not intended by the parties to impose upon the OWNER an enforceable duty to acquire land or construct any public improvements on land not owned by OWNER, except to the extent that the OWNER elects to proceed with the development of the Project, and then only in accordance with valid conditions imposed by the CITY upon the development of the Project under the Subdivision Map Act or other legal authority.

3.6.1 CITY Acquisition of Non-Construction Agreement Offsite Property. In the event OWNER is required to construct any public improvements on land not owned by OWNER, but such requirement is not based upon the Construction Agreement, Sections 3.6.1 and 3.6.2 shall control the acquisition of the necessary property interest(s) ("Non-Construction Agreement Offsite Property"). If the OWNER is unable to acquire such Non-Construction Agreement Offsite Property and following the written request from the OWNER to CITY, CITY agrees to use reasonable and diligent good faith efforts to acquire the Non-Construction Agreement Offsite Property from the owner or owners of record by negotiation to the extent permitted by law and consistent with this Agreement. If CITY is unable to acquire the Non-Construction Agreement Offsite Property by negotiation within thirty (30) days after OWNER'S written request, CITY shall, initiate proceedings utilizing its power of eminent domain to acquire that Non-Construction Agreement Subject Property at a public hearing noticed and conducted in accordance with California Code of Civil Procedure Section 1245.235 for the purpose of considering the adoption of a resolution of necessity concerning the Non-Construction Agreement Offsite Property, subject to the conditions set forth in this Section 3.6.1 The CITY and OWNER acknowledge that the timelines set forth in this Section 3.6.1 represent the maximum time periods which CITY and OWNER reasonably believe will be necessary to complete the acquisition of any Non-Construction Agreement Offsite Property. CITY agrees to use reasonable good faith efforts to complete the actions described within lesser time periods, to the extent that it is reasonably able to do so, consistent with the legal constraints imposed upon CITY.

3.6.2 Owner's Option to Terminate Proceedings. CITY shall provide written notice to OWNER no later than fifteen (15) days prior to making an offer to the owner of the Non-Construction Agreement Offsite Property. At any time within that fifteen (15) day period, OWNER may, at its option, notify CITY that it wants CITY to cease all acquisition proceedings with respect to that Non-Construction Agreement Offsite Property, whereupon CITY shall cease such proceedings. CITY shall provide written notice to OWNER no later than fifteen (15) days prior to the date of the hearing on CITY'S intent to consider the adoption of a resolution of necessity as to any Non-Construction Agreement Offsite Property. At any time within that fifteen (15) day period, OWNER may, at its option, notify CITY that it wants CITY to cease condemnation proceedings, whereupon CITY shall cease such proceedings. If OWNER does not notify CITY to cease condemnation proceedings within said fifteen (15) day period, then the CITY may proceed to consider and act upon the Non-Construction Agreement Offsite Property resolution of necessity. If CITY adopts such resolution of necessity, then CITY shall diligently institute condemnation proceedings and file a complaint in condemnation and seek an order of immediate possession with respect to the Non-Construction Agreement Offsite Property.

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

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

4. PUBLIC BENEFITS.

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

4.2 Development Impact Fees.

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

4.2.2 Time of Payment. The Development Impact Fees required pursuant to Subsection 4.2.1 shall be paid to CITY prior to the issuance of building permit for each applicable building (subject to the application/use of available fee deferrals or credits),

except for the Open Space and Habitat Acquisition Development Impact fee, which shall be paid by OWNER to CITY prior to the issuance of a grading permit

4.3 Responsibility for Construction of Public Improvements.

4.3.1 Timely Construction of Public Infrastructure. The phasing of the area wide infrastructure construction within the Ontario Ranch area shall be as approved by the CITY. OWNER shall be responsible for the timely construction and completion of all public infrastructure required for the Project as shown on the attached Exhibit "F" and any and all parcel map conditions. Unless otherwise specified in the Parcel Map conditions, and subject to the provisions of Section 3.5 and 3.6, all other required Improvements for each Parcel Map, shall be completed and operational prior to, and as a condition precedent to, OWNER requesting and CITY's granting of a final occupancy permit for any buildings to be constructed on the Property. All Infrastructure and Improvements shall be completed as required by the Subdivision Agreement/Parcel Map conditions for Parcel Map No. 16568.

4.3.2 Availability and Use of Recycled Water. OWNER agrees that recycled water shall be available and utilized by OWNER for all construction-related water uses including prior to, and during, any grading of the Property.

4.3.3. Construction of DIF Program Infrastructure. To the extent OWNER is required to construct and completes construction of public improvements that are included in CITY's Development Impact Fee Program CITY agrees that CITY shall issue DIF Credit and DIF Reimbursement in accordance with the provisions of a separate Fee

Credit Agreement between CITY and OWNER. Limitations on the use of DIF Credit issued to OWNER to offset OWNER's DIF payment obligations shall also be subject to the provisions of a separate Fee Credit Agreement. OWNER may also be eligible to receive reimbursement from DIF collected by CITY and paid by other development that benefits from OWNER's construction of DIF Program Infrastructure. Any such DIF Reimbursement shall be subject to a Fee Credit Agreement between CITY and OWNER. CITY and OWNER agree that the Fee Credit Agreement between CITY and OWNER shall comply with CITY's adopted policies applicable to such agreements.

4.4 Public Services Funding Fee.

4.4.1 Requirement for Payment of Public Services Funding Fee.In order to ensure that the adequate provision of public services, including without limitation, police, fire and other public safety services, are available to each Project in a timely manner, OWNER shall pay to CITY a "Public Services Funding Fee." The Public Services Funding Fee shall apply to residential and non-residential uses as set forth below.

4.4.2 Public Services Funding Fee Amount. OWNER shall pay a Public Services Funding fee in a single installment payment in the amount of Seventy-Five Cents ($.75) per square foot of each non-residential building. The single installment for non-residential uses shall be due and payable on a building-by-building basis prior to the issuance of the building permit for a non-residential building. The amount of the Single

Installment for non-residential uses shall automatically increase by percentage increase (but no decrease) in the Consumer Price Index (Riverside-San Bernardino-Ontario, CA), (December 2017=100) over the preceding year on January 1st of each year, beginning on January 1, 2024. OWNER may exercise the option to pay any single installment amounts for the remainder of the non-residential square footage within the Project on or before December 31st, before the Single Installment amount is automatically increased.

4.5 Net MDD/Water Availability Equivalents.

4.5.1 Effectiveness of Agreement. Notwithstanding anything else set forth in this Agreement, CITY and OWNER each acknowledge, confirm, and agree, that (i) the City approval of this Agreement and (ii) the effectiveness of this Agreement, in each case, is conditioned upon OWNER's admission to NMC Builders as a "Member" thereof pursuant to the terms and conditions of the operating agreement of NMC Builders. OWNER and CITY agree that OWNER shall become a Member of NMC Builders within 30 days of the effective date of this Agreement.

4.5.2 Assigned Net MDD/Water Availability Equivalents. OWNER acknowledges that the City has agreed with NMC Builders to reserve exclusively for Members of NMC Builders, including OWNER, Net MDD made available through the construction of water system improvements funded by NMC Builders and/or OWNER. OWNER acknowledges that the provisions of the Construction Agreement Amendment require that the City shall not issue building permits or certificates of occupancy for the area of development within the New Model Colony served by the water system improvements funded by NMC Builders, except to the bearer of a Certificate of Net MDD Water Availability.

4.5.3 Requirement for NMC Builders LLC Membership as a Phase 2 Water Member. OWNER and CITY agree that OWNER's' payment to CITY required by Section 4.5.3 below represents OWNER's contribution to the funding required for the future construction of the Phase 2 Water Improvements and the availability of additional Net MDD Water Availability required for the development of the Property described in Exhibit A of this Agreement.

4.5.4 CITY issuance of Water Availability Equivalents. Within 30 days after the effectiveness of this Development Agreement OWNER shall pay or have paid to City the applicable Phase 2 Water Participation Fee. The Phase 2 Water Participation Fee shall be the calculated based on the amount of the Regional Water DIF for the applicable land use category and the square footage of the applicable buildings. The calculated amount of the Phase 2 Water Participation Fee shall be paid to City within 30 days after the effective date of this Agreement or, at OWNER's option, the Phase 2 Water Participation Fee may be paid to City in two (2) installments. The first installment shall be fifty percent (50%) of the total Phase 2 Water Participation Fee and such first installment shall be due and payable to City within 30 days after the effective date of this Development Agreement. The second installment shall be the remaining amount of the Phase 2 Water Participation Fee and such second installment shall be due and payable to City within one (1) year after the payment of the first installment, or prior to, and as a condition precedent to, the recording of any final Parcel Map for the Project, whichever occurs first. Upon OWNER's

complete payment to CITY of the Phase 2 Water Participation Fee CITY shall issue a Certificate of Water Availability Equivalents in the form attached hereto as Exhibit G. Such Water Availability Equivalents Certificate shall be issued by CITY within thirty (30) days of the receipt of such required payment. CITY and OWNER agree that the amount of Water Availability Equivalents issued to OWNER shall be based on the maximum projected need for Water Availability Equivalents required for the Property based upon water demand factors and assumptions listed in Exhibit C-2R of the Phase 2 Water Amendment to the Construction Agreement "Water Demand Equivalents by Land Use" for each land use category. Additionally, within five (5) business days of CITY's receipt of OWNER's payment as required under this Section 4.5.2, CITY shall issue a certificate of DIF Credit against OWNER's DIF obligations in the Regional Water DIF Category.

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

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

4.7 Compliance with Public Benefits Requirements.

4.7.1 Failure to Provide Public Benefits. In the event OWNER fails or refuses to comply with any condition referenced in Section 4.1 through 4.6, or challenges (whether administratively or through legal proceedings) the imposition of such conditions, OWNER shall be deemed in default of this Agreement pursuant to Section 8 hereof, thereby entitling the City to any and all remedies available to it, including, without limitation, the right of the City to withhold OWNER's Project-related building permits, certificates of occupancy, or discretionary approvals, without liability. Nothing herein shall waive Owner's right to assert a default (or failure to perform) by the City has excused Owner's performance under this Agreement.

5. FINANCING OF PUBLIC IMPROVEMENTS.

Financing Mechanism(s). In accordance with the Memorandum of Agreement between the CITY and NMC Builders, CITY will cooperate with OWNER in the formation of a CFD, or CFDs, to include all of the Project, to provide a financing mechanism to reimburse the OWNER for funds paid to NMC Builders LLC for OWNER's share of the costs of public infrastructure pursuant to the Construction Agreement and to acquire other public facilities constructed by OWNER subject to the provisions of the Memorandum of Agreement between CITY and NMC Builders LLC. Notwithstanding

such reimbursements and acquisitions, OWNER shall remain entitled to DIF Credits as provided for in Article 3 of the Construction Agreement and/or as provided for in a separate Fee Credit Agreement between CITY and OWNER. OWNER agrees that, prior to the recordation of any Map for the Property or request for the first building permit, the Property shall be included in a CFD to finance City services through annual special taxes that will initially be $1,443.71 per Single Family Detached Dwelling Unit, $1,251.15 per Multiple-Family Dwelling Unit, $1,048.96 per Gated Apartment Community Dwelling Unit, and $.27 per square foot for Non-Residential buildings. These amounts shall be subject to an automatic increase at a rate not to exceed four (4%) percent per year, unless otherwise modified by the CITY. CITY shall be the sole and exclusive lead agency in the formation of any CFD, assessment district or other public financing mechanism within the Property; provided however, that the proceeds of any such CFD, assessment district, or financing mechanism may be used, subject to restrictions that may be imposed by applicable law, for the purposes of acquiring, constructing or maintaining public facilities to be owned or operated by other public agencies, including, without limitation those facilities owned or operated by a school district. In addition to the rights of the CITY pursuant to section 5.1 hereof, CITY shall have the right, but not the obligation, to condition the formation of any CFD, assessment district or other public financing mechanism within the Property on the OWNER mitigating all Project-related impacts to the applicable school district(s) as required by such school district(s). Written evidence by such school district(s) may be required by the CITY as the condition to the formation of any CFD, assessment district or other public financing mechanism within the Property, or any steps preliminary thereto, including, without limitation, the adoption of any resolution of intention to form such CFD, assessment district or other public financing mechanism within the Property. It is not the intent of the parties hereto, by this provision, to prohibit or otherwise limit the City's ability to take any and all necessary steps requisite to the formation of the CFD to finance City services through annual special taxes as set forth in this Section 5.1. Formation of any CFD, assessment district or other public financing mechanism within the Property, shall be subject to CITY's ability to make all findings required by applicable law and complying with all applicable legal procedures and requirements including, without limitation, CITY's public financing district policies as such policies may be amended from time to time. Notwithstanding the foregoing, it is acknowledged and agreed by the parties that nothing contained in this Agreement shall be construed as requiring CITY or the City Council to form any such district or to issue and sell bonds.

6. REVIEW FOR COMPLIANCE.

6.1 Periodic and Special Reviews.

6.1.1 Time for and Initiation of Periodic Review. The CITY shall review this Agreement every twelve (12) months from the Effective Date in order to ascertain the good faith compliance by the OWNER with the terms of this Agreement. The OWNER shall submit an Annual Monitoring Report to CITY, in a form acceptable to the City Manager, along with any applicable processing charge within ten (10) days after each anniversary date of the Effective Date of this Agreement. Within fifteen (15) days after the receipt of the Annual Monitoring Report, CITY shall review the Annual Monitoring

Report. Prior to the expiration of the fifteen (15) day review period, CITY shall either issue a notice of continuing compliance or a notice of non-compliance and a notice of CITY's intent to conduct a Special Review pursuant to Sections 6.1.2 through 6.1.6. Issuance of a notice of continuing compliance may be issued by the City Manager or his designee.

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

(a) Recommendation of the Planning staff;

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

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

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

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

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

6.1.6 Procedure Upon Findings.

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

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

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

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

(a) The time and place of the hearing;

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

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

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

6.4 Certificate of Agreement Compliance. If, at the conclusion of a Periodic or Special Review, OWNER is found to be in compliance with this Agreement, CITY shall, upon written request by OWNER, issue a Certificate of Agreement Compliance ("Certificate") to OWNER stating that after the most recent Periodic or Special Review and based upon the information known or made known to the Planning Director and City Council that (1) this Agreement remains in effect and (2) OWNER is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, shall state whether the Certificate is issued after a Periodic or Special Review and shall state the anticipated date of commencement of the next Periodic Review. OWNER may record the Certificate with the County Recorder. Whether or not the Certificate is relied upon by assignees or other transferees or OWNER, CITY shall not be bound by a Certificate if a default existed at the time of the Periodic or Special Review, but was concealed from or otherwise not known to the Planning Director or City Council.

7. [OMITTED]

8. DEFAULT AND REMEDIES.

8.1 Remedies in General. It is acknowledged by the parties that CITY would not have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof. In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that CITY shall not be liable in damages to OWNER, or to any successor in interest of OWNER, or to any other person, and OWNER covenants not to sue for damages or claim any damages:

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

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

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

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

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

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

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

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

within such 60 day period and to diligently proceed to complete such actions and cure such default.

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

9. THIRD PARTY LITIGATION.

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

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

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

contractors in any legal action based upon such alleged acts or omissions. CITY may in its discretion participate in the defense of any such legal action.

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

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

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

10. MORTGAGEE PROTECTION.

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

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

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee, has submitted a request in writing to the CITY in the manner specified herein for giving notices, shall be entitled to receive written notification

from CITY of any default by OWNER in the performance of OWNER's obligations under this Agreement.

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

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

(e) In the event of a default by Owner, any Mortgagee shall have the right to remedy, or cause to be remedied, such default within sixty (60) days following the later to occur of (i) the date of Mortgagee's receipt of the notice referred to in Section 10.1(b) above, or (ii) the expiration of the period provided herein for Owner to remedy or cure such default, and City shall accept such performance by or at the insistence of the Mortgagee as if the same had been timely made by Owner; provided, however, that (i) if such default is not capable of being cured within the timeframes set forth in this Section and Mortgagee commences to cure the default within such timeframes, then Mortgagee shall have such additional time as is required to cure the default so long as Mortgagee diligently prosecutes the cure to completion and (ii) if possession of the Property (or portion thereof) is required to effectuate such cure or remedy, the Mortgagee shall be deemed to have timely cured or remedied if it commences the proceedings necessary to obtain possession thereof within sixty (60) days after receipt of the copy of the notice, diligently pursues such proceedings to completion, and, after obtaining possession, diligently completes such cure or remedy.

11. MISCELLANEOUS PROVISIONS.

11.1 Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the San Bernardino County Recorder by the City Clerk within the ten (10) days after the CITY executes this Agreement, as required by Section 65868.5 of the Government Code. If the parties to this Agreement or their successors in interest amend or cancel this Agreement as provided for herein and in Government Code Section 65868, or if the CITY terminates or modifies the agreement as provided for herein and in Government Code Section 65865.1 for failure of the applicant to comply in good

faith with the terms or conditions of this Agreement, the City Clerk shall have notice of such action recorded with the San Bernardino County Recorder.

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

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

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

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

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

11.7 Joint and Several Obligations. Subject to Section 2.4, if at any time during the term of this Agreement the Property is owned, in whole or in part, by more than one owner, all obligations of such owners under this Agreement shall be joint and several, and the default of any such owner shall be the default of all such owners. Notwithstanding the foregoing, no owner of a single lot which has been finally subdivided and sold to such owner as a member of the general public or otherwise as an ultimate user shall have any obligation under this Agreement except as provided under Section 4 hereof.

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

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

to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

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

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

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

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

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

11.15 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of San Bernardino, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

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

OWNER is that of a government entity regulating the development of private property and the owner of such property.

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

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

11.19 Agent for Service of Process. In the event OWNER is not a resident of the State of California or it is an association, partnership or joint venture without a member, partner or joint venturer resident of the State of California, or it is a foreign corporation, then in any such event, OWNER shall file with the Planning Director, upon its execution of this Agreement, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Agreement, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon OWNER. If for any reason service of such process upon such agent is not feasible, then in such event OWNER may be personally served with such process out of this County and such service shall constitute valid service upon OWNER. OWNER is amenable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto.

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

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

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

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

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

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

11.22.4 OWNER, ON BEHALF OF ITSELF, ITS SUCCESSORS, AND ASSIGNS, WAIVES AND RELEASES CITY FROM ANY RIGHT OF ACTION THAT MAY BE AVAILABLE TO OWNER PURSUANT TO LABOR CODE SECTION 1781 OR THE DAVIS BACON ACT. RELATIVE TO THE WAIVER AND RELEASE CONTAINED IN THIS SECTION 11.22, OWNER ACKNOWLEDGES THE PROTECTIONS OF CIVIL CODE SECTION 1542, WHICH READS AS FOLLOWS: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

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

_____
(Owner's Initials)

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

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

SIGNATURE PAGE
TO DEVELOPMENT AGREEMENT PDA23-002

"OWNER"

_____
a _____ company

By: _____
Name:
Its: _____
Date: _____

"CITY"

CITY OF ONTARIO

By:_____
Scott Ochoa
City Manager

Date: _____

ATTEST:

_____
City Clerk, Ontario

APPROVED AS TO FORM:

BEST BEST KRIEGER, LLP

_____
City Attorney

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
COUNTY OF _____)

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

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

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

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

WITNESS my hand and official seal.

Signature_____
Signature of Notary Public

Place Notary Seal Above

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
COUNTY OF _____)

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

personally appeared

_____
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature_____
Signature of Notary Public

Place Notary Seal Above

EXHIBIT "A"
TO DEVELOPMENT AGREEMENT

Legal Description of Property

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

PARCEL B AS SHOWN ON LOT LINE ADJUSTMENT NO. LLA 22-004 EVIDENCED BY DOCUMENT RECORDED NOVEMBER 17, 2022 AS INSTRUMENT NO. 2022-0376852 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 2 OF PARCEL MAP NO. 16568, AS PER MAP FILED IN PAGES 24 AND 25 IN PARCEL MAP BOOK NO. 204, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN BERNARDINO COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL 2, THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL 2, SOUTH 89°37’37” WEST, A DISTANCE OF 1084.15 FEET TO A POINT 355.00 FEET EAST, MEASURED ALONG SAID SOUTHERLY LINE, FROM THE NORTHWEST CORNER OF LOT 6 OF TRACT MAP NO. 20134, AS PER MAP FILED IN BOOK 357, PAGES 23 THROUGH 33, INCLUSIVE, OF TRACT MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

THENCE NORTH 00°11'36" WEST, A DISTANCE OF 20.60 FEET, TO THE BEGINNING OF A TANGENT 1385.00 FOOT RADIUS CURVE, CONCAVE WESTERLY;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°13’59", A LENGTH OF 78.15 FEET;

THENCE NORTH 03°25'35" WEST, A DISTANCE OF 99.85 FEET TO THE BEGINNING OF A TANGENT 615.00 FOOT RADIUS CURVE, CONCAVE EASTERLY;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°14’00”, A LENGTH OF 34.71 FEET;

THENCE NORTH 00°11’35" WEST A DISTANCE OF 761.32 FEET TO THE NORTHERLY LINE OF SAID PARCEL 2;

THENCE ALONG SAID NORTHERLY LINE, NORTH 89°58'40" EAST A DISTANCE OF 715.61 FEET TO THE POINT OF INTERSECTION OF THE SOUTHERLY LINE OF THE NORTH 330 FEET OF THE SOUTHWEST QUARTER OF SECTION 12;

THENCE ALONG SAID SOUTHERLY LINE, SOUTH 89°54'10" EAST A DISTANCE OF 379.75 FEET TO THE EASTERLY LINE OF SAID PARCEL 2;

THENCE ALONG SAID EASTERLY LINE, SOUTH 00°03'17" EAST A DISTANCE OF 986.95 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 2 AND THE POINT OF BEGINNING.

APN: Portion of 0218-161-14-0-000

EXHIBIT "B"
TO DEVELOPMENT AGREEMENT

Map showing Property and its location

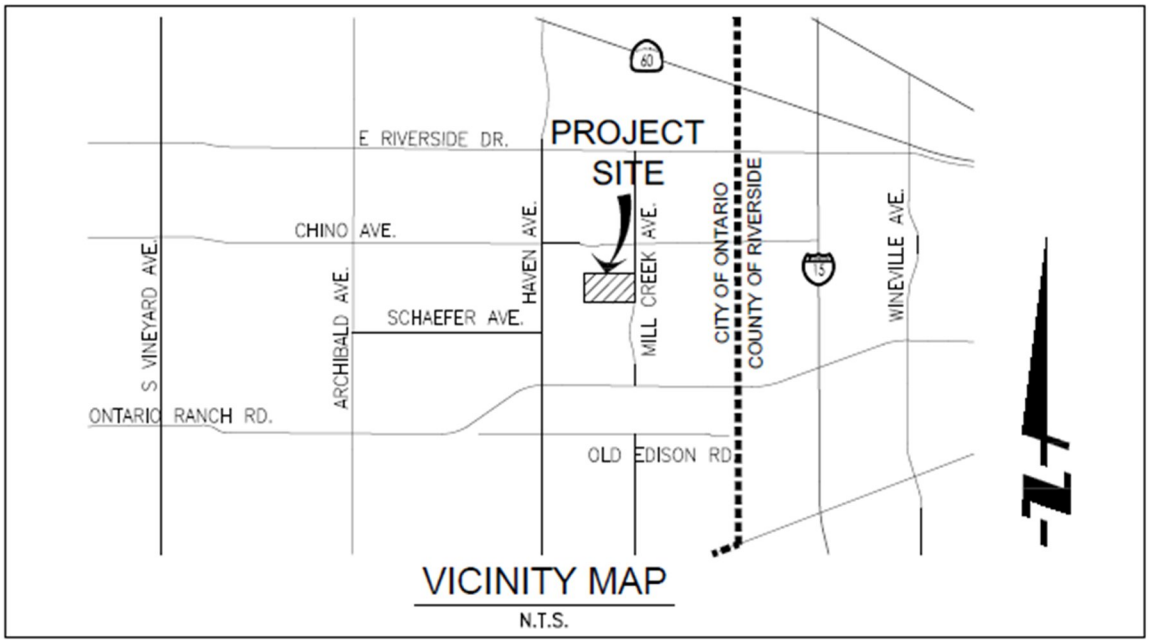


EXHIBIT "C"
TO DEVELOPMENT AGREEMENT

Existing Development Approvals

On October 23, 2007 the Planning Commission:

a) Issued Resolution No. PC07-125 recommending City Council certification of the Rich-Haven Specific Plan EIR (SCH#2006051081).
b) Issued Resolution No. PC07-127 recommending to City Council approval of the Rich-Haven Specific Plan (File No. PSP05-004).

On December 4, 2007, the City Council:

a) Issued Resolution No. 2007-145 certifying the Rich-Haven Specific Plan EIR (SCH#2006051081).
b) Adopted Ordinance No. 2884 approving the Rich-Haven Specific Plan.

On February 23, 2016, the Planning Commission:

a) Issued Resolution No. PC16-003 recommending City Council adoption of an Addendum to the Rich-Haven EIR.
b) Issued Resolution PC16-004 recommending approval of the Rich-Haven Specific Plan Amendment (File No. PSPA16-001).

On March 15, 2016, the City Council:

a) Issued Resolution No. 2016-024 for the adoption of an Addendum (File No. PSPA16-001) to the Rich-Haven Specific Plan EIR.
b) Issued Resolution No. 2016-025 approving an Amendment (File No. PSPA16-001) to the Rich-Haven Specific Plan.

On January 23, 2018, the Planning Commission:

a) Issued Resolution No. PC18-014 recommending City Council adoption of an Addendum to the Rich-haven EIR.
b) Issued Resolution No. PC18-015 recommending to City Council adoption of the Rich-Haven Specific Plan Amendment (File No. PSPA16-005).

On February 20, 2018, the City Council:

a) Issued Resolution No. 2018-017 for the adoption of an Addendum (File No. PSPA16-005) to the Rich-Haven Specific Plan EIR.
b) Issued Resolution No. 2018-018 approving an Amendment (File No. PSPA16-005) to the Rich-Haven Specific Plan.

EXHIBIT "D"
TO DEVELOPMENT AGREEMENT

Existing Land Use Regulations

These documents are listed for reference only:

1. The Rich-Haven Specific Plan (File No. PSP05-004) Environmental Impact Report, Resolution No. 2007-145.

2. The Rich-Haven Specific Plan (File No. PSP05-004), Ordinance No. 2884.

3. Addendum to the Rich-Haven Specific Plan (File No. PSPA16-001) Environmental Impact Report, Resolution No. 2016-024.

4. Amendment to the Rich-Haven Specific Plan (File No. PSPA16-001), Resolution No. 2016-025.

5. Addendum to the Rich-Haven Specific Plan (File No. PSPA16-005) Environmental Impact Report, Resolution No. 2018-017.

6. Amendment to the Rich-Haven Specific Plan (File No. PSPA16-005), Resolution No. 2018-018.

7. City of Ontario Municipal Code
    a. Six – Sanitation & Health
    b. Seven – Public Works
    c. Eight – Building Regulations
    d. Nine – Development Code
    e. Ten – Parks & Recreation

EXHIBIT "E"
TO DEVELOPMENT AGREEMENT

Description of Required Infrastructure Improvements

OWNER shall design, construct, and complete the following Street, Sewer, Storm Drain, Potable Water, Recycled Water, and Fiber Optic improvements, prior to OWNER's request for any final certificate of occupancy permit for any building within the Property.

PHASE 1

Street (ST) Improvements

a) ST improvements on Mill Creek Avenue, from Chino Avenue to Ontario Ranch Road.
b) Signalized intersection improvements at Mill Creek Avenue and Ontario Ranch Road.

Storm Drain (SD) Improvements

a) SD improvements on Mill Creek Avenue, from Chino Avenue to Ontario Ranch Road.

Potable Water (PW) Improvements

a) PW improvements on Mill Creek Avenue, from Chino Avenue to Ontario Ranch Road.

Recycled Water (RW) Improvements

a) RW improvements on Mill Creek Avenue, from Chino Avenue to Ontario Ranch Road.

Fiber Optic (FO) Improvements

a) FO improvements on Mill Creek Avenue, from Chino Avenue to the project's southerly property line.

PHASE 2

Street (ST) Improvements

c) ST improvements on Chino Avenue, from Haven Avenue to Mill Creek Avenue.
d) Signalized intersection improvements at Chino Avenue and Haven Avenue.

Storm Drain (SD) Improvements

b) SD improvements on Chino Avenue, from Haven Avenue to Mill Creek Avenue.

Recycled Water (RW) Improvements

b) RW improvements on Chino Avenue, from Haven Avenue to Mill Creek Avenue.

Sewer (SW) Improvements

a) SW improvements on Chino Avenue from Twinkle Avenue to Haven Avenue.
b) SW improvements on Chino Avenue from the point of connection required for the northerly development to Mill Creek Avenue.

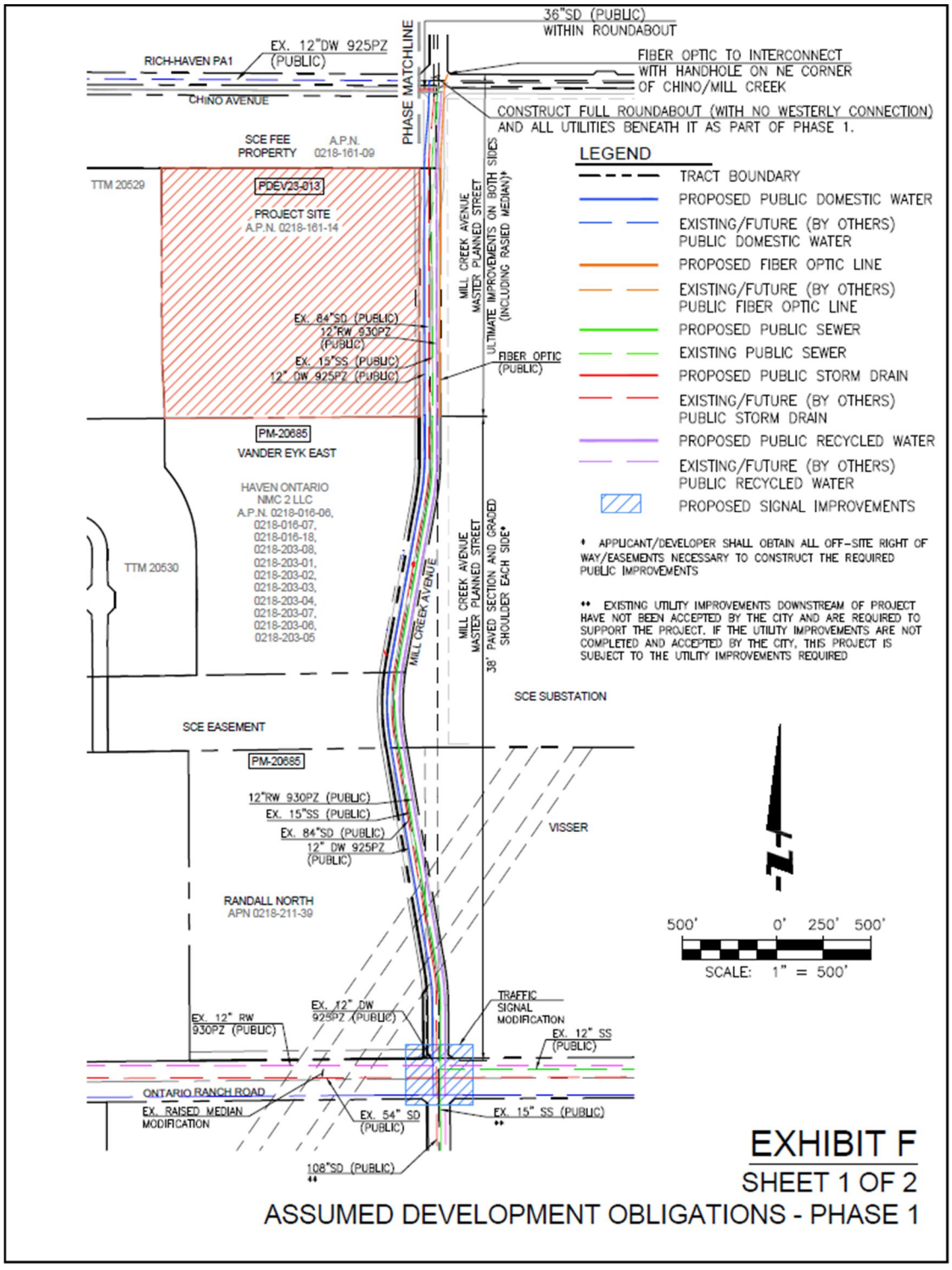
Fiber Optic (FO) Improvements

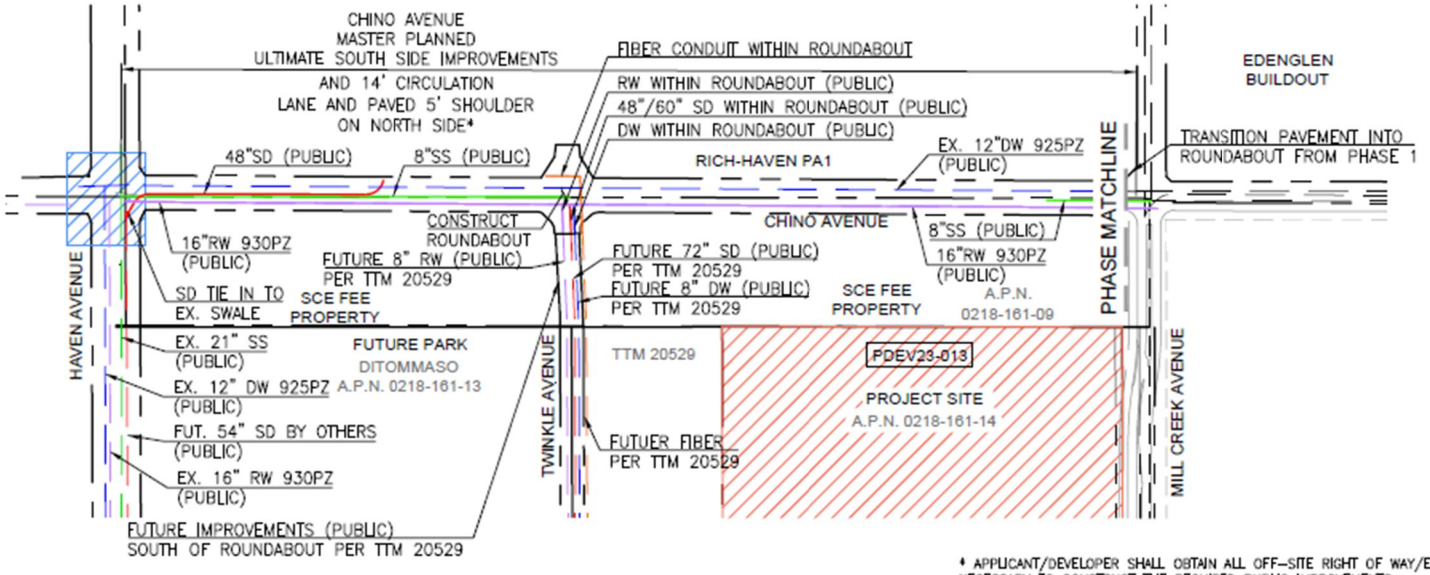
a) FO improvements on Chino Avenue at Twinkle Avenue

EXHIBIT "F"
TO DEVELOPMENT AGREEMENT

Required Infrastructure Improvements

(SEE ATTACHED EXHIBITS)


36"SD (PUBLIC)
WITHIN ROUNDABOUT
EX. 12"DW 925PZ
(PUBLIC)
RICH-HAVEN PA1
CHINO AVENUE
PHASE MATCHLINE
FIBER OPTIC TO INTERCONNECT
WITH HANDHOLE ON NE CORNER
OF CHINO/MILL CREEK
CONSTRUCT FULL ROUNDABOUT (WITH NO WESTERLY CONNECTION)
AND ALL UTILITIES BENEATH IT AS PART OF PHASE 1.
SCE FEE
PROPERTY
A.P.N.
0218-161-09
TTM 20529
PDEV23-013
PROJECT SITE
A.P.N. 0218-161-14
MILL CREEK AVENUE
MASTER PLANNED STREET
ULTIMATE IMPROVEMENTS ON BOTH SIDES
(INCLUDING RAISED MEDIAN)*
EX. 84"SD (PUBLIC)
12"RW 930PZ
(PUBLIC)
EX. 15"SS (PUBLIC)
12" DW 925PZ (PUBLIC)
FIBER OPTIC
(PUBLIC)
PM-20685
VANDER EYK EAST
HAVEN ONTARIO
NMC 2 LLC
A.P.N. 0218-016-06,
0218-016-07,
0218-016-18,
0218-203-08,
0218-203-01,
0218-203-02,
0218-203-03,
0218-203-04,
0218-203-07,
0218-203-06,
0218-203-05
TTM 20530
MILL CREEK AVENUE
MILL CREEK AVENUE
MASTER PLANNED STREET
38' PAVED SECTION AND GRADED
SHOULDER EACH SIDE*
SCE SUBSTATION
SCE EASEMENT
PM-20685
12"RW 930PZ (PUBLIC)
EX. 15"SS (PUBLIC)
EX. 84"SD (PUBLIC)
12" DW 925PZ
(PUBLIC)
VISSER
RANDALL NORTH
APN 0218-211-39
EX. 12" RW
930PZ (PUBLIC)
EX. 12" DW
925PZ (PUBLIC)
TRAFFIC
SIGNAL
MODIFICATION
EX. 12" SS
(PUBLIC)
ONTARIO RANCH ROAD
EX. RAISED MEDIAN
MODIFICATION
EX. 54" SD
(PUBLIC)
EX. 15" SS (PUBLIC)
**
108"SD (PUBLIC)
**
LEGEND
TRACT BOUNDARY
PROPOSED PUBLIC DOMESTIC WATER
EXISTING/FUTURE (BY OTHERS)
PUBLIC DOMESTIC WATER
PROPOSED FIBER OPTIC LINE
EXISTING/FUTURE (BY OTHERS)
PUBLIC FIBER OPTIC LINE
PROPOSED PUBLIC SEWER
EXISTING PUBLIC SEWER
PROPOSED PUBLIC STORM DRAIN
EXISTING/FUTURE (BY OTHERS)
PUBLIC STORM DRAIN
PROPOSED PUBLIC RECYCLED WATER
EXISTING/FUTURE (BY OTHERS)
PUBLIC RECYCLED WATER
PROPOSED SIGNAL IMPROVEMENTS
* APPLICANT/DEVELOPER SHALL OBTAIN ALL OFF-SITE RIGHT OF WAY/EASEMENTS NECESSARY TO CONSTRUCT THE REQUIRED PUBLIC IMPROVEMENTS
** EXISTING UTILITY IMPROVEMENTS DOWNSTREAM OF PROJECT HAVE NOT BEEN ACCEPTED BY THE CITY AND ARE REQUIRED TO SUPPORT THE PROJECT. IF THE UTILITY IMPROVEMENTS ARE NOT COMPLETED AND ACCEPTED BY THE CITY, THIS PROJECT IS SUBJECT TO THE UTILITY IMPROVEMENTS REQUIRED
N
500' 0' 250' 500'
SCALE: 1" = 500'
EXHIBIT F
SHEET 1 OF 2
ASSUMED DEVELOPMENT OBLIGATIONS - PHASE 1
P:\110\006\Exhibits\DA Exhibits\110-006 Developer Agreement Exhibit.dwg October 26, 2023 2:04 PM



⁴ APPLICANT/DEVELOPER SHALL OBTAIN ALL OFF-SITE RIGHT OF WAY/EASEMENTS NECESSARY TO CONSTRUCT THE REQUIRED PUBLIC IMPROVEMENTS

LEGEND

- TRACT BOUNDARY
- PROPOSED PUBLIC DOMESTIC WATER
- EXISTING/FUTURE (BY OTHERS) PUBLIC DOMESTIC WATER
- PROPOSED FIBER OPTIC LINE
- EXISTING/FUTURE (BY OTHERS) FIBER OPTIC LINE
- PROPOSED PUBLIC SEWER
- EXISTING PUBLIC SEWER
- PROPOSED PUBLIC STORM DRAIN
- EXISTING/FUTURE (BY OTHERS) PUBLIC STORM DRAIN
- PROPOSED PUBLIC RECYCLED WATER
- EXISTING/FUTURE (BY OTHERS) PUBLIC RECYCLED WATER
- PROPOSED SIGNAL IMPROVEMENTS

N

400' 0' 200' 400'

SCALE: 1" = 400'

EXHIBIT F

SHEET 2 OF 2

ASSUMED DEVELOPMENT OBLIGATIONS - PHASE 2

EXHIBIT "G"
TO DEVELOPMENT AGREEMENT

FORM OF CERTIFICATE OF NET MDD AVAILABILITY

Pursuant to Section ___ of this Agreement between the City of Ontario, a California municipal corporation, and _____, a _____ company, hereinafter called "OWNER", the terms and definitions of which are hereby incorporated herein by this reference and hereinafter called "Agreement", the City of Ontario hereby certifies based on CITY receipt of payment of OWNER's share of the funding for the Phase 2 Water Improvements, that OWNER is entitled to the following Net MDD Water Availability.

Amount of Net MDD _____ gpm

_____
Scott Ochoa, City Manager

Dated:_____

EXHIBIT "H"
TO DEVELOPMENT AGREEMENT

FORM OF CERTIFICATE OF REGIONAL DIF CREDIT

Pursuant to Section 4.5.2 of this Agreement by and between the City of Ontario and _____, dated _____, 201_, the terms and definitions of which are hereby incorporated herein by this reference and hereinafter called the "Development Agreement', the City of Ontario hereby certifies that OWNER is entitled to the following amount and nature of DIF Credits in the Regional Water DIF Infrastructure Category:

Amount of Credit: $_____

_____
Scott Ochoa, City Manager

Dated: _____

EXHIBIT"I-1"
TO DEVELOPMENT AGREEMENT

ONTARIO RANCH
WATER SUPPLY PHASING PLAN

Phase	Water Availability Equivalency	Estimated Net MDD Available[1]
Phase 2 A		
Supply & Storage		
1. 1 - Additional Ground Water Well and Collection lines - Design and Construction	8,250 gpm[2]	**7,750 gpm**[2]
Pipelines (Transmission & Distribution)[2]		
2. 925 Zone Transmission lines – Design and Construction		
3. Temporary Pressure Reducing Station[3] – Design and Construction		
Phase 2B		
Supply & Storage		
4. 1 – Additional Ground Water Well and Collection lines – Design and Construction	10,500 gpm[2]	**9,860 gpm[2]**
5. 1 – 6 million gallon Reservoir – 925 Zone – Design and Construction		

(1) Upon Completion of the construction of all of the improvements described for each Phase a Certificate of Net MDD Availability shall be issued to Developer for the corresponding amount of Net MDD. Net MDD means the maximum daily demand on the potable water supply, net of the water requirements for public schools and parks. The Water Availability Equivalency includes the estimated requirements for public schools and parks. The amount of Net MDD specified is the cumulative amount for which building permits may be issued upon funding of the corresponding and all preceding Phases of improvements.

(2) The ability of a particular development to utilize Net MDD assigned to it by the Developer will require the completion of design and construction of Master-planned potable and recycled water transmission and distribution pipelines for the respective pressure zone. Other factors may include its location, the particular land use and Water Availability Equivalents assigned to it as specified in Exhibit C-2.

(3) Pressure reducing stations are a component of the pipeline transmission and distribution system.

EXHIBIT "I-2"

Available Water Supply - See Exhibit C-1R for Net MDD Available

Table A - Water Demand Equivalents By Land Use

The Ontario Plan	Potable Water			Recycled Water	
Land Use	Water Demand Factor (ADD)		Water Demand Equivalents (WDE)[2]	Recycled Water Demand Factor[1] (ADD)	Recycled Water Demand Of Total Water Demand
	(gpd/du)	(gpd/ac)	(gpm/unit)	(gpd/ac)	(%)
Detached Dwellings (less than 5 units per acre)	544		0.57	900	28%
Detached or Attached Dwellings (between 5 and 11 units per acre)	464		0.48	1,000	21%
Attached Dwellings (between 11 and 25 units per acre)	323		0.34	1,500	18%
High Density Dwellings (25+ units per acre)	152		0.16	1,500	27%
Commercial Lodging	150		0.16	1,700	50%
Retail/Services Uses		2,200	2.29	2,300	51%
Office Uses		3,400	3.54	2,300	40%
Business Park Uses		2,200	2.29	2,200	50%
Industrial Uses		2,000	2.08	2,200	52%
Institutional Use		2,200	2.29	1,600	42%
Parks		1,000	1.04	1,400	58%
Schools		3,500	3.65	1,600	31%

[1]Recycled Water Demands include irrigation for right-of-way (medians and parkways), neighborhood edge, pocket parks, and common areas.

[2] The WDE is based on the Maximum Day Demand (MDD) with a peaking factor of 1.5 in the NMC for all land use categories.

Table B - Example Water Supply Calculation

Land Use	Acres[1] (gross)	Residential Units	WDE Factor (gpm)	Potable MDD (gpm)	Recycled Water ADD (gpm)
Development					
Detached Dwellings (less than 5 units per acre)	1,284	5,061	0.57	2,868	803
Detached or Attached Dwellings (between 5 and 11 units per acre)	369	2,530	0.48	1,223	256
Attached Dwellings (between 11 and 25 units per acre)	194	3,410	0.34	1,147	202
Retail/Services Uses (per acre)[2]	104		2.29	239	166
TOTAL	**1,950**	**11,001**		**5,477**	**1,428**

Three (3) Wells Are required to Support this example, assuming each well produces 2,000 gpm and connection to the Recycled Water System maximizing Recycled Water Use.

[1] Residential Acres are estimated based on the weighted average derived from the average number of units per land use category.

[2] Commercial acreage is calculated from a total square footage of 1,361,000 SF with an average Floor to Area Ratio (FAR) of 0.30 for commercial services in The Ontario Plan.

Exhibit "JI"

FORM OF PLUME DISCLOSURE LETTER

CITY OF ONTARIO

ONTARIO MUNICIPAL UTILITIES COMPANY

PAUL S. LEON
MAYOR

DEBRA DORST-PORADA
MAYOR PRO TEM

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

AL C. BOLING
CITY MANAGER

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT BURTON
UTILITIES GENERAL MANAGER

March 2017

DISCLOSURE NOTICE
SOUTH ARCHIBALD TRICHLOROETHYLENE PLUME

Dear Property Owner/Developer/Applicant:

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

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

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

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

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

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

CITY OF ONTARIO *Agenda Report* **December 19, 2023**	**SECTION:** **PUBLIC HEARINGS**
Department: Planning Prepared By: Thomas Grahn Staff Member Presenting: Scott Murphy, Executive Director Community Development Reviewed By: Kimberly Ruddins, Henry Noh, Rudy Zeledon Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 24

SUBJECT: **A PUBLIC HEARING TO CONSIDER A DEVELOPMENT CODE AMENDMENT (FILE NO. PDCA23-003) REVISING AND CLARIFYING CERTAIN PROVISIONS OF THE CITY OF ONTARIO DEVELOPMENT CODE AND A ZONE CHANGE (FILE NO. PZC23-002) TO MODIFY THE ZONING MAP**

RECOMMENDATION: That the City Council introduce and waive further reading of:

A. An Ordinance approving File No. PDCA23-003, a Development Code Amendment revising and clarifying certain provisions of Chapters 2.0 (Administration and Procedures), 3.0 (Nonconforming Lots, Land Uses, Structures, and Signs), 4.0 (Permits, Actions, and Decisions), 5.0 (Zoning and Land Use), 6.0 (Development and Subdivision Regulations), and 8.0 (Sign Regulations) of the City of Ontario Development Code; and
B. An Ordinance approving File No. PZC23-002, a Zone Change to modify the Zoning Map to remove the EA (Euclid Avenue) Overlay south of Philadelphia Avenue.

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

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

BACKGROUND & ANALYSIS: Staff has initiated several modifications to the City's Development Code and Official Zoning Map to correct and clarify existing provisions and establish consistency with The Ontario Plan (TOP) 2050 as follows:

DEVELOPMENT CODE AMENDMENT: The proposed Development Code Amendment is comprised of certain clarifications and revisions to the City of Ontario Development Code, generally described

as follows:

Revise Specific Plan and Amendment requirements

- Revise Division 2.02 (Application Filing and Processing), Table 2.02-1 (Review Matrix); A. Legislative Actions, Item No. 6 (Specific Plans and Amendments) and B. Discretionary Permits and Actions, Item No. 12. (Specific Plan Minor Adjustments/Alterations) to add Note No. 12 to read "*Unless otherwise specified in a respective Specific Plan, a Specific Plan Amendment or Specific Plan Minor Adjustment/Minor Alterations application shall be filed, processed, and acted upon pursuant to Division 2.02 (Application Filing and Processing), and Division 4.01 (Legislative Actions) or Division 4.02 (Discretionary Permits and Actions)";*
- Revise Division 4.01 (Legislative Actions), Section 4.01.035 (Specific Plans and Amendments) to add clarifying language ; and
- Revise Division 4.02 (Discretionary Permits and Actions), Section 4.02.080 (Specific Plan Minor Amendments/Alterations) to add clarifying language.

Revise Wireless Telecommunications Facility requirements for Tier 3 facilities

- Revise Division 2.02 (Application Filing and Processing), Table 2.02-1 (Review Matrix), B. Discretionary Permits and Actions to change the approval process for Tier 3 wireless telecommunications facilities. This will revise the approving authority to the Development Advisory Board and the Planning Commission as Appeal Authority; delete Note 1 requiring a public hearing and adding Note 2 allowing the approving authority to refer any application to the appeal authority;
- Revise Table 2.03-1 (Notification Matrix), B. Discretionary Permits and Actions to delete Note No. 1 for public hearing notification and first-class mail requirement; and
- Revise Division 5.03 (Supplemental Land Use Regulations), Section 5.03.420 (Wireless Telecommunications Facilities) to delete public hearing notification requirements for Tier 3 facilities.

Division 2.02 (Application Filing and Processing) - Revise Table 2.02-1 (Review Matrix) to shift "Interpretations and Land Use Determinations (Ref: ODC Section 1.02.010)" from B. Discretionary Permits and Actions to C. Ministerial (Administrative) Permits and Decisions.

Division 3.01 (Nonconforming Lots, Land Uses, and Structures) - Revise Section 3.01.020 to amend requirements for the conversion of a nonconforming residential structure within Industrial Zoning Districts so that the use of the structure is subject to Planning Director review and approval, and any project conditions or covenants recorded on the property shall prohibit the structure from being converted back to a residential land use.

Division 4.03 (Ministerial (Administrative) Permits and Decisions) - Revise Section 4.03.050 (Administrative Exceptions) to delete reference to "or parking requirements" in the listing of exclusions from the Administrative Exceptions.

Division 5.02. (General Land Provisions), Section 5.02.010 (Allowed Land Uses, Activities and Facilities)

- Revise Table 5.02-1 (Land Use Matrix) to add Senior Citizen Housing Developments as a Conditionally Permitted land use in the CN zoning district;
- Revise Division 5.03 (Supplemental Land Use Regulations), Section 5.03.360 (Senior Citizen Housing Developments) revising Base Density standards to include the MU-6 zoning district at a base density of 25 dwelling units per acre, and revise Density Bonus standards to include the MU-6 zoning district density bonus of 20%.

Revise Hookah Establishments and Facility requirements

- Revise Division 5.02 (General Land Use Provisions), Table 5.02-1 (Land Use Matrix) to include the notation that the "Use shall be prohibited on the ground/first floor of buildings located along the Euclid Avenue Protection Corridor"; and
- Revise Division 5.03 (Supplemental Land Use Regulations), Section 5.03.245 (Hookah Establishments, Smoking/Vaping Lounges, and Smoking/Vaping Retailers) to include smoking cigars and establishing cigar bars within Hookah Establishments (Development Code Section 5.03.245.C.2) and excluding cigars and cigar bars from Smoking/Vaping Lounges.

Division 5.01 (Zoning Districts and Boundaries) - Revise Figure 5.01-1: MU-1 (Downtown Mixed-Use) Zoning District Land Use Areas Map and Figure 5.01-2: MU-1 (Downtown Mixed Use) Zoning District Land Use Map.

Division 5.02 (General Land Provisions) - Revise Table 5.02-1 (Land Use Matrix) to add Solar and Wind Electric Power Generation as a permitted land use in the IH (Heavy Industrial) zoning district. Revise Section 5.03.160 (Electric Power Generation, Solar and Wind) to identify that stand alone facilities are allowed in the CIV (Civic), IH (Heavy Industrial), and UC (Utility Corridor) zoning districts, not the OS-U zoning district as identified.

Division 5.03 (Supplemental Land Use Regulations)

- Section 5.03.010 (Accessory Dwelling Units) to delete Section 5.03.010.D.2.a & b requiring an ADU Permit, and Section 5.03.010.D.3.a relating to Process and Timing;
- Section 5.03.390 (Tattooing, Body Piercing, Branding, and the Application of Permanent Cosmetics) establishing a 0.25-mile proximity requirement for body art service businesses located within the MU-1 (Downtown Mixed Use) zoning district;
- Section 5.03.395 (Temporary and Interim Land Uses, Buildings, and Structures) to update requirements for Retail Sales Events and Other Similar Business Events and for Charitable and Fund Raising Events; and
- Section 5.03.403 (Single-Family Two-Unit Projects) to delete a prior editing reference and update the standard.

Division 6.01 (District Standards and Guidelines) - Revise Section 6.01.010 (Residential Zoning Districts) revising residential drive approach standards for lots developed with single-family dwellings, and referencing the landscaping hardscape standards.

Division 6.05 (Landscaping) - Amend the listed sections to include "Heritage Tree Preservation Mitigation Fee" and "Heritage Tree Preservation Trust Fund".

Division 8.01 (Sign Regulations) - Revise Table 8.01-1 (Sign Regulation Matrix), A. All Zoning Districts, 1. Temporary Signs adding line item f. Large Public Notification Signs for large public notification sign regulations.

The proposed provisions of the Development Code Amendment are shown in Attachment A (Development Code Amendment) of the appended resolution. Any provisions proposed for deletion are shown in red strikeout text (~~Abcdefg~~) and all additions are shown in blue text (Abcdefg).

ZONE CHANGE: The proposed Zone Change will modify the Zoning Map to remove the EA (Euclid Avenue) zoning overlay from Philadelphia Avenue to Riverside Drive. The EA zoning overlay was established to recognize, protect, and enhance the visual character and quality of Euclid Avenue as a major scenic and historic resource, recognize and protect Euclid Avenue's position on the National Register of Historic Places, and recognize Euclid Avenue as a major contributor to Ontario's historic downtown area. Because the area south of Riverside Avenue is over one mile from Ontario's downtown, does not contain the same architectural character as the downtown area, and does not protect Euclid Avenue as a major scenic and historic resource for the City, the existing EA zoning overlay between Philadelphia Avenue and Riverside Drive should be removed from the EA zoning overlay boundary.

ENVIRONMENTAL REVIEW: The proposed Development Code Amendment and Zone Change is exempt from the requirements of the California Environmental Quality Act (CEQA) and the guidelines promulgated thereunder, pursuant to Section 15061(b)(3) of the CEQA Guidelines, in that the activity is covered by the commonsense exemption (general rule) that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

PLANNING COMMISSION REVIEW: On November 28, 2023, the Planning Commission conducted a public hearing and voted 6-0 to recommend City Council consider and approve File Nos. PDCA23-003 and PZC23-002, pursuant to the facts and reasons contained in the staff report and attached ordinances.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PDCA23-003, A DEVELOPMENT CODE AMENDMENT REVISING AND CLARIFYING CERTAIN PROVISIONS OF CHAPTERS 2.0 (ADMINISTRATION AND PROCEDURES), 3.0 (NONCONFORMING LOTS, LAND USES, STRUCTURES, AND SIGNS), 4.0 (PERMITS, ACTIONS, AND DECISIONS), 5.0 (ZONING AND LAND USE), 6.0 (DEVELOPMENT AND SUBDIVISION REGULATIONS), AND 8.0 (SIGN REGULATIONS) OF THE CITY OF ONTARIO DEVELOPMENT CODE, AND MAKING FINDINGS IN SUPPORT THEREOF.

WHEREAS, THE CITY OF ONTARIO ("Applicant") has initiated an Application for the approval of a Development Code Amendment, File No. PDCA23-003, as described title of this Ordinance (hereinafter referred to as "Application" or "Project"); and

WHEREAS, the City of Ontario Development Code (Ontario Municipal Code Title 9) provides the legislative framework for the implementation of The Ontario Plan, which establishes long term principals, goals, and policies for guiding the growth and development of the City in a manner that achieves Ontario's vision, and promotes and protects the public health, safety, comfort, convenience, prosperity, and welfare of its citizens; and

WHEREAS, the Development Code Amendment is of citywide impact, affecting approximately 50 square miles (31,789 acres) of land, which is generally bordered by Benson Avenue and Euclid Avenue on the west; Interstate 10 Freeway, Eighth Street, and Fourth Street on the north; Etiwanda Avenue and Hamner Avenue on the east; and Merrill Avenue and the San Bernardino County/Riverside County boundary on the south; and

WHEREAS, certain clarifications and revisions to the City of Ontario Development Code are proposed, generally described as follows:

(1) Revise Specific Plan and Amendment requirements to include the following:

(a) Revise Division 2.02 (Application Filing and Processing), Table 2.02-1 (Review Matrix); A. Legislative Actions, Item No. 6 (Specific Plans and Amendments) and B. Discretionary Permits and Actions, Item No. 12. (Specific Plan Minor Adjustments/Alterations) to add Note No. 12.

(b) Add Note No. 12 to include " *Unless otherwise specified in a respective Specific Plan, a Specific Plan Amendment or Specific Plan Minor Adjustment/Minor Alterations application shall be filed, processed, and acted upon pursuant to Division 2.02 (Application Filing and Processing), and Division 4.01 (Legislative Actions) or Division 4.02 (Discretionary Permits and Actions)."*

(c) Revise Division 4.01 (Legislative Actions), Section 4.01.035 (Specific Plans and Amendments) to add text clarifying "Unless otherwise specified in a respective Specific Plan". (Development Code Section 4.01.035.C).

(d) Revise Division 4.02 (Discretionary Permits and Actions), Section 4.02.080 (Specific Plan Minor Amendments/Alterations) to add text clarifying "Unless otherwise specified in a respective Specific Plan". (Development Code Section 4.02.080.C).

(2) Revise Wireless Telecommunications Facility requirements for Tier 3 facilities to include the following:

(a) Revise Division 2.02 (Application Filing and Processing), Table 2.02-1 (Review Matrix), B. Discretionary Permits and Actions to change the approval process for Tier 3 wireless telecommunications facilities. This will revise the approving authority to the Development Advisory Board and the Planning Commission as Appeal Authority; delete Note 1 requiring a public hearing and adding Note 2 allowing the approving authority to refer any application to the appeal authority.

(b) Revise Table 2.03-1 (Notification Matrix), B. Discretionary Permits and Actions to delete Note No. 1 for public hearing notification and first-class mail requirement.

(c) Revise Division 5.03 (Supplemental Land Use Regulations), Section 5.03.420 (Wireless Telecommunications Facilities) to delete public hearing notification requirements for Tier 3 facilities. (Development Code Section 5.03.420.A.3.).

(3) Revise Division 2.02 (Application Filing and Processing), Table 2.02-1 (Review Matrix) to shift "Interpretations and Land Use Determinations (Ref: ODC Section 1.02.010)" from B. Discretionary Permits and Actions to C. Ministerial (Administrative) Permits and Decisions.

(4) Revise Division 3.01 (Nonconforming Lots, Land Uses, and Structures), Section 3.01.020 to amend requirements for the conversion of a nonconforming residential structure within Industrial Zoning Districts so that the use of the structure is subject to Planning Director review and approval, and any project conditions or covenants recorded on the property shall prohibit the structure from being converted back to a residential land use. (Development Code Section 3.01.020.G).

(5) Revise Division 4.03 (Ministerial (Administrative) Permits and Decisions), Section 4.03.050 (Administrative Exceptions) to delete reference to "or parking requirements" in the listing of exclusions from the Administrative Exceptions (Development Code Section 4.03.050B.b.).

(6) Revise Division 5.02. (General Land Provisions), Section 5.02.010 (Allowed Land Uses, Activities and Facilities), Table 5.02-1 (Land Use Matrix) to add Senior Citizen Housing Developments as a Conditionally Permitted land use in the CN zoning district. Revise Division 5.03 (Supplemental Land Use Regulations), Section 5.03.360 (Senior

Citizen Housing Developments) revising Base Density standards to include the MU-6 zoning district at a base density of 25 dwelling units per acre (Development Code Section 5.03.360.D), and revise Density Bonus standards to include the MU-6 zoning district density bonus of 20%. (Development Code Section 5.03.360.E).

(7) Revise Hookah Establishments and Facility requirements to include:

(a) Revise Division 5.02 (General Land Use Provisions), Table 5.02-1 (Land Use Matrix) to include the notation that the "Use shall be prohibited on the ground/first floor of buildings located along the Euclid Avenue Protection Corridor.

(b) Revise Division 5.03 (Supplemental Land Use Regulations), Section 5.03.245 (Hookah Establishments, Smoking/Vaping Lounges, and Smoking/Vaping Retailers) to include smoking cigars and establishing cigar bars withing Hookah Establishments (Development Code Section 5.03.245.C.2) and excluding cigars and cigar bars from Smoking/Vaping Lounges (Development Code Section 5.03.245.C.4).

(8) Revise Figure 5.01-1: MU-1 (Downtown Mixed-Use) Zoning District Land Use Areas Map and Figure 5.01-2: MU-1 (Downtown Mixed Use) Zoning District Land Use Map to be consistent with TOP 2050, PGPA23-001 and PZC23-003.

(9) Revise Division 5.02 (General Land Provisions), Table 5.02-1 (Land Use Matrix) to add Solar and Wind Electric Power Generation as a permitted land use in the IH (Heavy Industrial) zoning district. Revise Section 5.03.160 (Electric Power Generation, Solar and Wind) to identify that stand alone facilities are allowed in the CIV (Civic), IH (Heavy Industrial), and UC (Utility Corridor) zoning districts, not the OS-U zoning district as identified. (Development Code Section 5.03.160).

(10) Revise Division 5.03 (Supplemental Land Use Regulations) to include:

(a) Section 5.03.010 (Accessory Dwelling Units) to delete Section 5.03.010.D.2.a & b requiring an ADU Permit, and Section 5.03.010.D.3.a relating to Process and Timing. (Development Code Section 5.03.010.D).

(b) Section 5.03.390 (Tattooing, Body Piercing, Branding, and the Application of Permanent Cosmetics) establishing a 0.25-mile proximity requirement for body art service businesses located within the MU-1 (Downtown Mixed Use) zoning district. (Development Code Section 5.03.390.D).

(c) Section 5.03.395 (Temporary and Interim Land Uses, Buildings, and Structures) to update requirements for Retail Sales Events and Other Similar Business Events and for Charitable and Fund Raising Events. (Development Code Section 5.03.395.G.1.b and G.6.a).

(d) Section 5.03.403 (Single-Family Two-Unit Projects) to delete a prior editing reference and update the standard. (Development Code Section 5.03.403.E.6.e).

(11) Revise Division 6.01 (District Standards and Guidelines), Section 6.01.010 (Residential Zoning Districts) revising residential drive approach standards for lots developed with single-family dwellings. (Development Code Section 6.01.010.F.7.a.2.a) and referencing the landscaping hardscape standards (Development Code 6.01.010.F.6).

(12) Revise Division 6.05 (Landscaping) to amend the listed sections to include "Heritage Tree Preservation Mitigation Fee" and "Heritage Tree Preservation Trust Fund". (Development Code Division 6.05).

(13) Revise Division 8.01 (Sign Regulations), Table 8.01-1 (Sign Regulation Matrix), A. All Zoning Districts, 1. Temporary Signs adding line item f. Large Public Notification Signs for large public notification sign regulations.

WHEREAS, pursuant to the provisions of Government Code Title 1, Division 1, Chapter 3 (commencing with Government Code Section 65100) Ontario Development Code Table 2.02-1 (Review Matrix) assigns the City Council the responsibility and authority to review act on the Development Code Amendment following review and recommendation on the matter by the Planning Commission; and

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

WHEREAS, on November 28, 2023, the Planning Commission of the City of Ontario conducted a hearing to consider the Development Code Amendment and concluded said hearing on that date, voting to issue Resolution No. PC23-100, recommending the City Council approve the Development Code Amendment; and

WHEREAS, on December 19, 2023, the City Council of the City of Ontario conducted a public hearing on the Development Code Amendment and concluded said hearing on that date; and

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

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

SECTION 1. ***Environmental Determination and Findings.*** As the decision-making body for the Development Code Amendment, the City Council has reviewed and considered the information contained in the administrative record for the Development Code Amendment. Based upon the facts and information contained in the administrative record, including all written and oral evidence presented to the City Council, the City Council finds as follows:

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

(2) The Development Code Amendment is exempt from the requirements of the California Environmental Quality Act (CEQA) and the guidelines promulgated thereunder, pursuant to Section 15061(b)(3) of the CEQA Guidelines, in that the activity is covered by the" common sense exemption" (also known as the "general rule exemption") that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and

(3) The determination that the Development Code Amendment is not subject to CEQA reflects the independent judgment of the City Council.

SECTION 2. ***Housing Element Compliance.*** Pursuant to the requirements of California Government Code Chapter 3, Article 10.6, commencing with Section 65580, as the decision-making body for the Development Code Amendment, the City Council finds that based on the facts and information contained in the Application and supporting documentation, the project is consistent with the Housing Element of the Policy Plan (General Plan) component of The Ontario Plan.

SECTION 3. ***Airport Land Use Compatibility Plan ("ALUCP") Compliance.*** The California State Aeronautics Act (Public Utilities Code Section 21670, et seq.) requires that an Airport Land Use Compatibility Plan be prepared for all public use airports in the State; and requires that local land use plans and individual development proposals must be consistent with the policies set forth in the adopted Airport Land Use Compatibility Plan.

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

(2) On August 2, 2022, the City Council of the City of Ontario approved and adopted a Development Code Amendment to establish the Chino Airport ("CNO") Overlay Zoning District ("OZD") and Reference I, Chino Airport Land Use Compatibility Plan ("CNO ALUCP"). The CNO OZD and CNO ALUCP established the Airport Influence Area for Chino Airport, solely within the City of Ontario, and limits future land uses and development within the Airport Influence Area, as they relate to safety, airspace

protection, and overflight impacts of current and future airport activity. The CNO ALUCP is consistent with policies and criteria set forth within the Caltrans 2011 California Airport Land Use Planning Handbook. The proposed Project is located within the Airport Influence Area of Chino Airport and was evaluated and found to be consistent with the California Airport Land Use Planning Handbook and the CNO ALUCP. As the decision-making body for the Development Code Amendment, the City Council has reviewed and considered the facts and information contained in the Application and supporting documentation against the CNO ALUCP compatibility factors, including Safety, Airspace Protection, Overflight. As a result, the City Council, therefore, finds and determines that the Project is consistent with the policies and criteria set forth within the California Airport Land Use Planning Handbook and the CNO ALUCP.

SECTION 4. ***Concluding Facts and Reasons.*** Based upon the substantial evidence presented to the City Council during the above-referenced hearing, and upon the specific findings set forth in Sections 1 through 3, above, the City Council hereby concludes as follows:

(1) The proposed Development Code Amendment is consistent with the goals, policies, plans and exhibits of the Vision, Policy Plan (General Plan), and City Council Goals components of The Ontario Plan ("TOP"). The Development Code Amendment will: (a) serve to promote a community that is consistently seeking—and thoughtfully applying—new ways of doing things better, as encouraged by TOP's Vision; (b) provides for a variety of land uses and building types in our land use planning efforts that result in a complete community where residents at all stages of life, have a wide spectrum of choices of where they can live and recreate, as promoted by Land Use Element Policy LU-1.6, Complete Community; and (c) promotes the City Council Goals through the establishment of Development Code provisions that encourages investment in the growth and evolution of the City's economy and focuses City resources in commercial and residential neighborhoods.

(2) The proposed Development Code Amendment would not be detrimental to the public interest, health, safety, convenience, or general welfare of the City. The Development Code Amendment incorporates safeguards intended to ensure that the purposes of the Development Code are preserved; the project will not be contrary to or damage the public health, safety, convenience, or general welfare; the project will not result in any significant environmental impacts; and the project will be in full conformity with the Vision, City Council Priorities, and Policy Plan components of The Ontario Plan.

SECTION 5. ***City Council Action.*** Based upon the findings and conclusions set forth in Sections 1 through 4, above, the City Council hereby APPROVES the herein described changes that comprise the Development Code Amendment, and which are attached hereto as "Attachment A," and incorporated herein by this reference.

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

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

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

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

PASSED, APPROVED, AND ADOPTED this _____ of _____.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Ordinance No. _____ was duly introduced at a regular meeting of the City Council of the City of Ontario held _____ and adopted at the regular meeting held _____, 2023 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHELIA MAUTZ, CITY CLERK

(SEAL)

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

_____
SHELIA MAUTZ, CITY CLERK

(SEAL)

ATTACHMENT A:

File No. PDCA23-003
2023 Development Code Amendment No. 2

(Document to follow this page)

Chapter 2.0:
Administration and Procedures

Division 2.01—Planning Agency
Division 2.02—Application Filing and Processing
Division 2.03—Public Hearings
Division 2.04—Appeals
Division 2.05—City Initiated Modification or Revocation
Division 2.06—Performance Guarantees

Table 2.02-1: Review Matrix

Applications, Actions, Decisions and Processes	Reviewing Authorities [4]									
	Planning Director	City Engineer	Building Official	Zoning Administrator [2]	Development Advisory Board	Historic Preservation Subcommittee [2] [11]	Historic Preservation Commission [11]	Planning Commission [11]	City Council [11]	Ontario International Airport Authority
b. Commercial developments, and developments in the CIV, OS-R, OS-C and UC zoning districts, greater than 500 SF in area					X			A	A	
c. Industrial developments equal to or less than 0.45 FAR					X			A	A	
d. Industrial developments exceeding 0.45 FAR					R			X	A	
e. Wireless telecommunications facilities pursuant to Section 5.03.415 (Wireless Telecommunications Facilities) of this Development Code										
(1) Tier 2 facilities					X			A	A	
(2) Tier 3 facilities [~~1~~2]					~~R~~X			~~X~~A	A	
f. All others					X			A	A	
5. Extensions of Legal Nonconforming Status [1] (Ref: ODC Section 4.02.030)				X				A	A	
6. Historic Preservation										
a. Certificates of Appropriateness (Ref: ODC Section 4.02.050)										
(1) Designated Historic Landmarks and Contributors, and Architectural Conservation Areas; and Demolition of an Historic Resource [1]						R	X		A	
(2) Deferral of Replacement Structure [1]						R	X		A	
(3) Eligible Historic Resources [1]						X	A		A	
(4) Modification or revocation per ODC Division 2.05 (City Initiated Modification or Revocation) [1]						R	X		A	
(5) Waivers for Minor Improvements	X					A[6]	A[6]			
b. Certificates of Economic Hardship [1] (Ref: ODC Section 4.02.055) [1]						R	X		A	
c. Certificates of Economic Hardship—Modification or revocation per ODC Division 2.05 (City Initiated Modification or Revocation) [1]						R	X		A	
d. Conservation Plans (Ref: ODC Section 4.02.060)						X	A		A	

Table 2.02-1: Review Matrix

Applications, Actions, Decisions and Processes	*Reviewing Authorities [4]*									
	Planning Director	*City Engineer*	*Building Official*	*Zoning Administrator [2]*	*Development Advisory Board*	*Historic Preservation Subcommittee [2] [11]*	*Historic Preservation Commission [11]*	*Planning Commission [11]*	*City Council [11]*	*Ontario International Airport Authority*
e. Historic Resource Tiering (Ref: ODC Section 4.02.040), including Rescinding or Amending Status (Ref: ODC Section 4.02.045)						**X**	**A**		**A**	
f. Local Historic Landmark and Local District Designations, and Architectural Conservation Areas (Ref: ODC Section 4.02.040), including Rescinding or Amending Status (Ref: ODC Section 4.02.045)						**R**	**R**		**X**	
g. Mills Act Contracts (Ref: ODC Section 4.02.065)						**R**	**R**		**X**	
h. Mills Act Cancellations **[1]** (Ref: ODC Section 4.02.065)						**R**	**R**		**X**	
i. Addition/Removal of Resources to/from the Ontario Register (Ref: ODC Section 4.02.045)										
(1) At the request of the property owner, or upon City initiation if the most recently prepared Historic Resource Survey evaluating the resource is more than 5 years old.						**X**	**A**		**A**	
(2) Loss of all historic and/or cultural significance due to a catastrophe causing a loss of integrity, or due to extensive legally performed alterations performed after the property was initially surveyed.	**X**						**A**		**A**	
~~**7.** Interpretations and Land Use Determinations (Ref: ODC Section 1.02.010)~~				~~**X**~~				~~**A**~~	~~**A**~~	
~~**8.**~~**7.** Master Plans and Amendments **[1]** (Ref: ODC Section 4.02.070)								**R**	**X**	
~~**9.**~~**8.** Minor Adjustments/Alterations (Ref: ODC Section 4.02.020.C)				**X**				**A**	**A**	
~~**10.**~~**9.** Nonconforming Structure Reconstruction **[1]** (Ref: ODC Section 3.01.020)								**X**	**A**	
~~**11.**~~**10.** Parking Reduction (Ref: ODC Section 6.03.025)								**X**	**A**	
~~**12.**~~**11.** Sign Programs (Ref: ODC Section 4.02.075)	**X**							**A**	**A**	
~~**13.**~~**12.** Specific Plan Minor Adjustments/Alterations **[12]** (Ref: ODC Section 4.02.080)	**X**							**A**	**A**	
~~**14.**~~**13.** Stays of Permit Approval Time Limit (Ref: ODC Section 2.02.025.A.8)				**X[5]**	**X[5]**	**X[5]**	**X[5]**	**X[5]**	**X[5]**	

Table 2.02-1: Review Matrix

Applications, Actions, Decisions and Processes	Reviewing Authorities [4]									
	Planning Director	City Engineer	Building Official	Zoning Administrator [2]	Development Advisory Board	Historic Preservation Subcommittee [2] [11]	Historic Preservation Commission [11]	Planning Commission [11]	City Council [11]	Ontario International Airport Authority
~~15.~~14. Subdivisions										
a. Lot Merger (Merger of Contiguous Parcels) **[1]** (Ref: ODC Section 4.02.085)					R			X	A	
b. Reversions to Acreage **[1]** (Ref: ODC Section 4.02.090)					R			X	A	
c. Tentative Tract and Parcel Maps, and Vesting Maps **[1]** (Ref: ODC Section 4.02.095)					R			X	A	
d. Tentative Tract and Parcel Map Time Extensions (Ref: ODC Section 2.02.025.A.3 & 4)					R			X	A	
~~16.~~15. Time Extensions, excepting tentative subdivision maps (Ref: ODC Section 2.02.025)	X							A	A	
~~17.~~16. Variances (Ref: ODC Section 4.02.020.D)										
a. Homeowner **[1]**				X				A	A	
b. Other **[1]**					R			X	A	
C. MINISTERIAL (ADMINISTRATIVE) PERMITS AND DECISIONS										
1. Administrative Exceptions (Ref: ODC Section 4.03.050)				X				A	A	
2. Administrative Use Permits (Ref: ODC Section 4.03.015)	X									
3. Business License - Zoning/Land Use Compliance (Ref: OMC 3-1.129 (Zoning Compliance)	X							A	A	
4. Development Plans within the ONT zoning district (Ref: ODC Section 4.02.025)	X							A	A	
5. Fair Housing and Reasonable Accommodation Ref: ODC Section 4.02.035)				X				A	A	
6. Interpretations and Land Use Determinations (Ref: ODC Section 1.02.010)				X				A	A	
~~6.~~7. Landscape and Irrigation Plans (Ref. ODC Section 6.05.005)	X							A	A	
~~7.~~8. Off-Site (Public) Improvement Plans (Ref: ODC Section 6.08.040)		X						A	A	
~~8.~~9. ONT ALUCP Interagency Review **[7]** (Ref: ONT ALUCP)	X								A[8]	
~~9.~~10. Other Plan Checks and actions required by this Development Code	X							A	A	

- *Single-Family Two-Unit Developments;*
- *Street address number issuance;*
- *Subdivision Improvement Agreement approval;*
- *Subdivision map corrections and amendments approval;*
- *Temporary Use Permit issuance;*
- *Tier 1 wireless telecommunications facility approval;*
- *Urban Lot Splits; and*
- *Wall and/or fence plan approval.*

[11] Applications that do not require a public Hearing pursuant to Note 1, above, may be reviewed and acted upon under the "Consent Calendar" portion of the Approving Authority meeting agenda.

[12] Unless otherwise specified in a respective Specific Plan, a Specific Plan Amendment or Specific Plan Minor Adjustment/Minor Alterations application shall be filed, processed, and acted upon pursuant to Division 2.02 (Application Filing and Processing), and Division 4.01 (Legislative Actions) or Division 4.02 (Discretionary Permits and Actions).

2.02.010: Applications and Fees

A. Application filing.

1. An application for a permit, permit modification, amendment, or any other matters pertaining to this Development Code shall be filed with the City, on a City application form, together with any required fees, plans, maps, reports, special studies, exhibits, and any other information deemed necessary by the City to process the application.

2. An application may be initiated by the City, owner(s) or lessee(s) of property, or their agent(s), or person(s) who have contracted to purchase property contingent upon their ability to acquire the necessary permits under this Development Code, or their agent(s).

3. A project requiring the filing of more than one land use or entitlement permit application shall, to the extent possible, be filed with all related applications for concurrent review and action by the highest required Reviewing Authority, except that an Administrative Exception application filed in conjunction with a Development Plan shall require separate review and action by the appropriate Reviewing Authority.

B. Filing Fees.

1. The City Council may establish by resolution, a schedule of fees for permits, amendments, inspections, licenses, services, and other matters pertaining to this Development Code. The schedule of fees may be changed or modified only by resolution of the City Council.

2. Application review and action shall not commence until such time that all applicable filing fees and/or deposits have been paid in full. An application received without all applicable filing fees and/or deposits shall be deemed incomplete for filing and further processing and shall be deemed just cause for denial of the application. In the case of time and materials projects, the payment of additional deposits may be required to fully cover all City processing costs.

C. Refunds and Withdrawals.

1. The refund of filing fees in response to the denial of an application shall be prohibited, recognizing that filing fees are utilized to cover City costs related to public hearings, mailings, postings, transcripts, and staff time involved in processing applications.

Table 2.03-1: Notification Matrix

Applications, Actions, Decisions And Processes	*Required Method of Public Notification*			
	Not Required	*Newspaper or Posting [2]*	*First Class Mail or Delivery [2]*	*Newspaper—1/8 page advertisement if the number of property owners to whom notices would be mailed or delivered is greater than 1,000*
b. Commercial developments, and developments in the CIV, OS-R, OS-C and UC zoning districts, greater than 500 SF in area		X		
c. Industrial developments equal to or less than 0.45 FAR		X		
d. Industrial developments exceeding 0.45 FAR		X		
e. Wireless telecommunications facilities pursuant to Section 5.03.4201~~5~~ (Wireless Telecommunications Facilities) of this Development Code				
(1) Tier 2 facilities		X		
(2) Tier 3 facilities ~~**[1]**~~		X	~~X~~	
f. All others		X		
5. Extensions of Legal Nonconforming Status **[1]** (Ref: ODC Section 4.02.030)		X	X	
6. Historic Preservation				
a. Certificates of Appropriateness (Ref: ODC Section 4.02.050)				
(1) Designated Historic Landmarks and Contributors, and Architectural Conservation Areas; and Demolition of an Historic Resource **[1]**		X	X	
(2) Deferral of Replacement Structure **[1]**		X	X	
(3) Eligible Historic Resources **[1]**		X	X	
(4) Modification or revocation per ODC Division 2.05 (City Initiated Modification or Revocation) **[1]**		X	X	
(5) Waivers and Minor Improvements	X			
b. Certificates of Economic Hardship **[1]** (Ref: ODC Section 4.02.055)		X	X	
c. Certificates of Economic Hardship—Modification or revocation per ODC Division 2.05 (City Initiated Modification or Revocation) **[1]**		X	X	
d. Conservation Plans (Ref: ODC Section 4.02.060)		X		

Chapter 3.0:
Nonconforming Lots, Land Uses, Structures, and Signs

Division 3.01—Nonconforming Lots, Land Uses, and Structures
Division 3.02—Nonconforming Signs

1. A nonconforming residential structure located within an industrial zoning district shall not be moved, altered or enlarged so as to increase the discrepancy between existing conditions and the most current standard as prescribed by the zoning district in which the structure is located, unless:

a. The use of the residential structure is subject to Planning Director review and approval; and

~~a.~~**b.** Any conditions of approval and covenants recorded on the property shall prohibit the conversion of the structure back to a residential land use.

~~G.~~**H. Alteration and/or Expansion of a Nonconforming Single-Family Residential Structures.** In addition to the requirements of Subsections A through G of this Section, a nonconforming single-family residential lot and/or structure that was lawfully established and maintained prior to the adoption of the ordinance codified in this Development Code, but which under the provisions of this Development Code does not conform with the regulations of the zoning district in which it is located with respect to use, design, and/or development standards, and which is continuously used and maintained for single-family residential purposes, shall be subject to the following:

1. Alterations and Expansions to Single-Family Structures in Nonresidential Zones.

a. Necessary repairs and desirable alterations, as deemed appropriate by the Planning Director, may be made to a legal nonconforming single-family residential structure that is nonconforming as to use.

b. A single-family dwelling that is nonconforming as to use may be enlarged by an additional 25 percent of the original enclosed floor area, provided the addition meets all other provisions of this Development Code.

c. A single-family dwelling that is nonconforming as to its location within a zoning district that does not permit single-family dwellings, and in which the residential use was lawfully established and continuously maintained, shall be subject to the development regulations of the LDR-5 (Low Density Residential – 5 Dwelling Units/Acre) zoning district.

d. The addition or enlargement of a garage for the purpose of providing off-street parking facilities in compliance with Division 6.03 (Off-Street Parking & Loading) of this Development Code shall be permitted and shall not be counted toward the additional floor area permitted by Subparagraph H.1.b, above.

2. Continuation of a Nonconforming Setback. A single-family dwelling having a nonconforming side yard setback, which is added to, extended or enlarged, may continue the nonconforming setback, provided the addition, extension or enlargement maintains a side yard setback equal to or greater than the existing side yard setback, and is no greater than 14 FT in height.

3. On-site Parking. A single-family residential dwelling that is nonconforming as to site development or design, which is expanded or enlarged to include more than 3 bedrooms, or wherein a second unit or guesthouse is constructed subject to the requirements of this chapter, off-street parking required pursuant to Division 6.03 (Off-Street Parking & Loading) of this Development Code shall be provided, unless physical constraints exist that would make it impractical to provide the required parking facility(ies), as determined by the Planning Director, given the existing site design and configuration. For the purpose of this provision, a bedroom shall

Chapter 4.0:
Permits, Actions, and Decisions

Division 4.01—Legislative Actions
Division 4.02—Discretionary Permits and Actions
Division 4.03—Ministerial (Administrative) Permits and Decisions

1. The proposed PUD, or amendment thereto, is consistent with the goals, policies, plans and exhibits of the Vision, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan;

2. The proposed PUD, or amendment thereto, would not be detrimental to the public interest, health, safety, convenience, or general welfare of the City;

3. In the case of an application affecting specific property(ies), the proposed PUD, or amendment thereto, will not adversely affect the harmonious relationship with adjacent properties and land uses; and

4. In the case of an application affecting specific property(ies), the subject site is physically suitable, including, but not limited to, parcel size, shape, access, and availability of utilities, for the request and anticipated development.

5. The proposed PUD is superior to that which could be obtained through the application of the Development Code or a specific plan.

4.01.035: Specific Plans and Amendments

A. **Purpose.** The purpose of this Section is to establish procedures for adopting, amending, supplementing, or changing Specific Plans whenever the public necessity, convenience, general welfare, or good planning practice so requires.

B. **Authority.**

1. Pursuant to GC Section 65450 et seq., the City Council may, by ordinance or resolution, and upon written recommendation of the Planning Commission, adopt, amend, supplement or change a specific plan.

2. A Specific Plan and any amendments thereto, adopted pursuant to this Division, shall be enforceable in the same manner and to the same extent as any other provision of this Development Code.

C. **Application Filing, Processing and Hearing.** Unless otherwise specified in a respective Specific Plan, ~~A~~an application for Specific Plan adoption or amendment shall be filed, processed and heard pursuant to Section 2.02.015.A (Legislative Actions) of this Development Code.

D. **Findings and Decision.** A Specific Plan, or amendment thereto, shall be acted upon by the Approving Authority based upon the information provided in the submitted application, evidence presented in the Planning Department's written report, and testimony provided during the public hearing, only after considering and clearly establishing all of the below-listed findings, and giving supporting reasons for each finding. The application shall be denied if one or more of the below-listed findings cannot be clearly established.

1. The proposed Specific Plan, or amendment thereto, is consistent with the goals, policies, plans and exhibits of the Vision, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan;

2. The proposed Specific Plan, or amendment thereto, would not be detrimental to the public interest, health, safety, convenience, or general welfare of the City;

b. Adjustment/alteration of a residential planning area boundary, provided the total acreage of the affected area does not increase or decrease the total acreage stated in the affected specific plan by more than 15 percent;

c. Minor adjustments/alterations to landscape materials, wall materials, wall alignment, entry design, and streetscape design, which are consistent with the conceptual design set forth in the affected specific plan's development standards and design guidelines;

d. Minor adjustments/alterations to design guidelines, which are intended to be conceptual in nature, and are clearly intended to be flexible in implementation;

e. Other adjustments/alterations of a similar nature to those listed above, which are deemed minor by the Planning Director to be in keeping with the purpose and intent of the affected specific plan and are in conformance with The Ontario Plan; and

f. Adjustments/alterations in street alignments and dimensions that are deemed appropriate by the City Engineer, which are in keeping with the purpose and intent of the specific plan and are consistent with the purpose, principles, goals, and policies, of the Vision, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan, provided the changes do not impact the sizing of master planned infrastructure~~,~~.

C. Application Filing, Processing and Hearing. Unless otherwise specified in a respective Specific Plan, ~~A~~a Specific Plan Minor Adjustments/Alterations application shall be filed, processed, and acted upon pursuant to Division 2.02 (Application Filing and Processing) of this Development Code and the provisions of this Section. A noticed hearing pursuant to Division 2.03 (Public Hearings) of this Development Code shall not be required.

D. Findings and Decision. A Specific Plan Minor Adjustments/Alterations shall be acted upon by the Approving Authority based upon the information provided in the submitted application, evidence presented in the Planning Department's written report, and testimony provided during the public hearing, only after considering and clearly establishing all of the below-listed findings, and giving supporting reasons for each finding. The application shall be denied if one or more of the below-listed findings cannot be clearly established.

1. The proposed Specific Plan Minor Adjustment/Alteration is consistent with the goals, policies, plans and exhibits of the Vision, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan, and the specific plan;

2. The proposed Specific Plan Minor Adjustment/Alteration is reasonable and beneficial, and in the interest of good planning practice; and

3. The proposed Specific Plan Minor Adjustment/Alteration will not adversely affect the harmonious relationship with adjacent properties and land uses.

4.02.085: Subdivisions—Lot Merger (Merger of Contiguous Parcels)

A. Purpose. The purpose of this Section is to establish a process for the implementation of those provisions of the Subdivision Map Act (commencing with GC Section 66451.10), pertaining to the merger of contiguous lots under common ownership (Lot Merger).

B. Applicability.

lot size, lot dimensions, landscape coverage, ~~or parking requirements,~~ or for an increase in maximum density, floor area ratio, or the height of a structure.

C. Application Filing, Processing and Hearing.

1. An Administrative Exception shall be filed and processed pursuant to Division 2.02 (Application Filing and Processing) of this Development Code and the provisions of this Section.

2. A hearing shall not be required; however, the owners of all properties having a property line common with the affected property shall be notified of the proposed Administrative Exception pursuant to Section 2.03.010 (Public Hearing Notification) of this Development Code and shall be invited to comment on the application.

D. Findings and Decision. An Administrative Exception shall be acted upon by the Approving Authority based upon the information provided in the submitted application, evidence presented in the Planning Department's written report, and any comments received from property owners notified pursuant to Subparagraph C.3.b of this Section, only after considering and clearly establishing all of the below-listed findings, and giving supporting reasons for each finding. The application shall be denied if one or more of the below-listed findings cannot be clearly established.

1. The approval of the Administrative Exception is necessary to the production of a comprehensive development, incorporating an enhanced environment and architectural excellence (e.g., appropriate variety of structure placement and orientation opportunities, high quality architectural design, increased amounts of landscaping and open space, improved solutions to the design and placement of parking facilities, etc.) than would normally be possible under the strict application of the applicable development standards;

2. The approval of the Administrative Exception will allow for the inclusion of site, architectural, or landscape features that could not otherwise be incorporated into the design of the project under the strict application of the provisions of the applicable development standards; and

3. The approval of the Administrative Exception will not adversely affect the overall quality of development on the project site and will not adversely affect neighboring properties.

4. The proposed Administrative Exception is consistent with the goals, policies, plans, and exhibits of the Vision, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan, and the purposes of any applicable Specific Plan or Planned Unit Development, and the purposes of this Development Code.

E. Conditions of Approval.

1. In approving an Administrative Exception, the Approving Authority may require certain safeguards and impose certain conditions established to ensure that the purposes of this Development Code are maintained; ensure that the project will not endanger the public health, safety or general welfare; ensure that the project will not result in any significant environmental impacts; ensure that the project will be in harmony with the area in which it is located; and ensure that the project will be in conformity with The Ontario Plan and any applicable specific and/or area plan(s).

Chapter 5.0:
Zoning and Land Use

Division 5.01—Zoning Districts and Boundaries
Division 5.02—General Land Use Provisions
Division 5.03—Supplemental Land Use Regulations

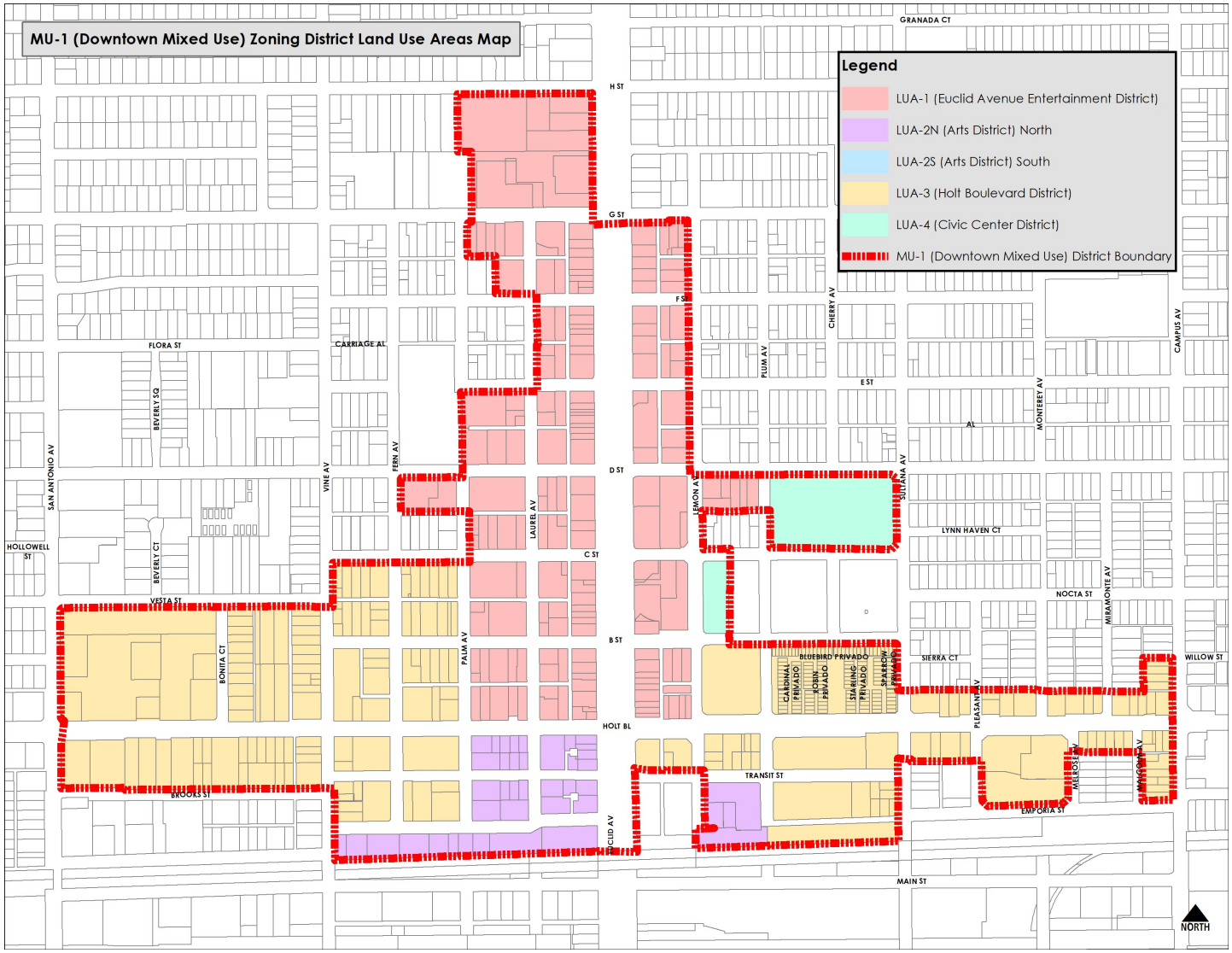


Figure 5.01-1: MU-1 (Downtown Mixed-Use) Zoning District Land Use Areas Map

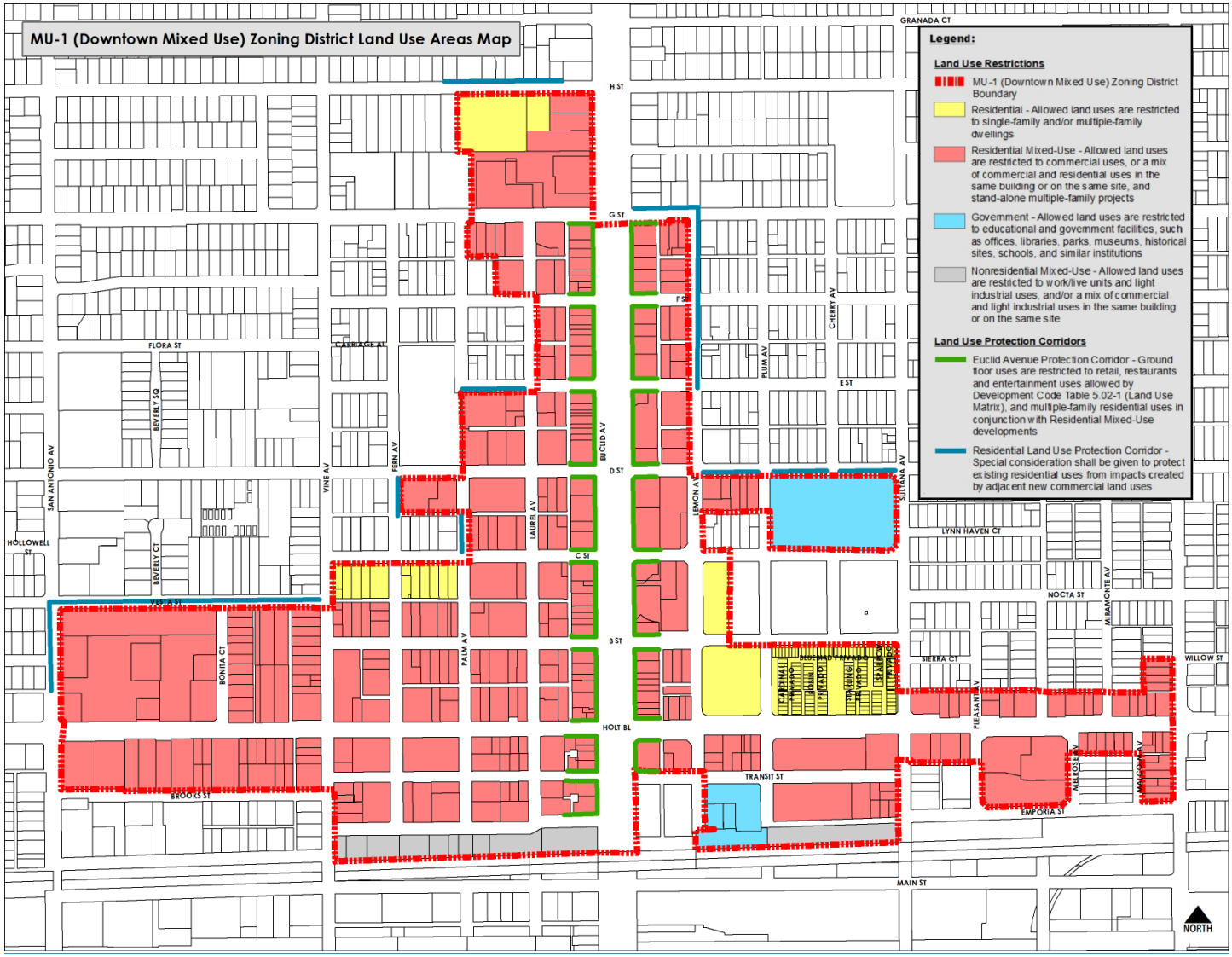


Figure 5.01-2: MU-1 (Downtown Mized Use) Zoning District Land Use Map

Table 5.02-1: Land Use Matrix

2022 NAICS Code	Land Uses, Activities, and Facilities *Note: In addition to the requirements of this Table, properties located within the Airport Influence Area (AIA) established by the LA/Ontario International Airport Land Use Compatibility Plan (ALUCP) shall be subject to the land use requirements and standards of the ALUCP.*	Residential Zoning Districts				Commercial Zoning Districts							Mixed Use Zoning Districts											Industrial Zoning Districts					Specialized Use and Overlay Zoning Districts								Additional Regulations
													MU-1 Zoning District																								
		AR-2 & RE-2	RE-4 & LDR-5	MDR-11, 18 & 25	HDR-45	CS	CN	CC	CR	CCS	OL	OH	LUA-1	LUA-2N	LUA-2S	LUA-3	LUA-4	MU-3	MU-6	MU-8B	MU-8C	MU-8D	MU-8E	BP	IP	IL	IG	IH	AG	CIV	MHP	ONT	OS-C	OS-R	RC	UC	
	Residential Development Projects																																				
	Accessory Residential Structures (structures that are incidental to a primary single-family dwelling)																																				
	Accessory Dwelling Units	P	P	P	P	---	---	---	---	---	---	---	P	P	P	P	P	P	P	P	P	---	P	---	---	---	---	---	P	---	---	---	---	---	---	---	See Section 5.03.010 (Accessory Dwelling Units)
	Accessory Residential Structures (includes guesthouses, pool houses, freestanding recreation rooms, garages, carports, garden and tool sheds, and other ancillary buildings and structures determined appropriate by the Planning Director)	P	P	P	P	---	---	---	---	---	---	---	P	P	---	P	---	P	P	P	P	P	P	---	---	---	---	---	P	---	P	---	---	---	---	---	See Subsection B (Accessory Residential Structures) of Section 5.03.011
	Multiple-Family Dwellings	---	---	P	P	---	---	---	---	---	---	---	P	P	---	P	P	P	P	P	P	P	P	---	---	---	---	---	---	---	---	---	---	---	---	---	See Table 6.01-3 (Multiple-Family Residential Development Standards)
	Single-Family Dwellings																																				
	• *Traditional Single-Family Residential Subdivisions*	P	P	P	P	---	---	---	---	---	---	---	P	---	---	P	---	---	---	---	---	---	---	---	---	---	---	---	P	---	---	---	---	---	---	---	See Section 5.03.365 (Single-Family Dwellings); See Table 6.01-1 (Traditional Single-Family Development Standards)
	• *Small Lot Traditional Single-Family Residential Subdivisions*	---	P	P	P	---	---	---	---	---	---	---	P	---	---	P	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	See Section 5.03.365 (Single-Family Dwellings); See Table 6.01-2A (Small Lot Traditional Residential Development Standards)
	• *Small Lot Alley-Loaded Single-Family Residential Subdivisions*	---	---	P	P	---	---	---	---	---	---	---	P	---	---	P	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	See Section 5.03.365 (Single-Family Dwellings); See Table 6.01-2B (Small Lot Alley-Loaded Residential Development Standards)
	• *Cluster Single-Family Residential Subdivisions*	---	---	P	P	---	---	---	---	---	---	---	P	---	---	P	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	See Section 5.03.365 (Single-Family Dwellings); See Table 6.01-2C (Cluster Single-Family Residential Development Standards)
	Small Lot Infill Subdivisions	---	---	P	P	---	---	---	---	---	---	---	P	P	---	P	---	---	P	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	See Section 6.01.010.F (Small Lot Infill Subdivisions)
	Senior Citizen Housing Developments	---	---	P	P	---	C ---	C	---	---	---	---	P	---	---	P	P	---	C	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	See Section 5.03.360 (Senior Citizen Housing Developments)
	Single Room Occupancy (SRO) Facilities	---	---	---	C	---	---	C	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	See Section 5.03.370 (Single Room Occupancy (SRO) Facilities)
	Supportive Housing	P	P	P	---	---	---	C	---	---	---	---	C	---	---	C	---	---	---	---	---	---	---	---	---	P	C	---	---	C	---	---	---	---	---	---	---	See Section 5.03.405 (Transitional Shelters and Supportive Housing)
	MIXED USES																																				
	Nonresidential Mixed-Use Developments (development projects containing a mix of commercial and light industrial uses in the same building or on the same site)	---	---	---	---	---	---	---	---	---	---	---	---	---	P	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	See Section 5.03.285 (Mixed-Use Developments)
	Residential Mixed-Use Developments (development projects containing a mix of commercial and residential uses in the same building or on the same site)	---	---	---	---	---	C	C	---	---	---	---	P	P	P	P	P	P	P	P	P	P	P	---	---	---	---	---	---	---	---	---	---	---	---	---	See Section 5.03.285 (Mixed-Use Developments)
	Work/Live Units	---	---	---	---	---	---	---	---	---	---	---	C	C	C	---	---	---	C	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	See Section 5.03.425 (Work/Live Units)

Table 5.02-1: Land Use Matrix

2022 NAICS Code	Land Uses, Activities, and Facilities Note: In addition to the requirements of this Table, properties located within the Airport Influence Area (AIA) established by the LA/Ontario International Airport Land Use Compatibility Plan (ALUCP) shall be subject to the land use requirements and standards of the ALUCP.	Residential Zoning Districts				Commercial Zoning Districts							Mixed Use Zoning Districts											Industrial Zoning Districts					Specialized Use and Overlay Zoning Districts								Additional Regulations
													MU-1 Zoning District																							
		AR-2 & RE-2	RE-4 & LDR-5	MDR-11, 18 & 25	HDR-45	CS	CN	CC	CR	CCS	OL	OH	LUA-1	LUA-2N	LUA-2S	LUA-3	LUA-4	MU-3	MU-6	MU-8B	MU-8C	MU-8D	MU-8E	BP	IP	IL	IG	IH	AG	CIV	MHP	ONT	OS-C	OS-R	RC	UC	
115	**Support Activities for Agriculture**																																			
115111 115112 115113 115114 115115 115116	*Support Activities for Crop Production (includes cotton ginning; soil preparation, planting and cultivating; crop harvesting; postharvest crop activities; farm labor contractors and crew leaders; and farm management services)*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	---	---	---	---	---	---	---	
115210	*Support Activities for Animal Production*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	---	---	---	---	---	---	---	
21	**MINING, QUARRYING, AND OIL AND GAS EXTRACTION**																																			
211	**Oil and Gas Extraction**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
212	**Mining** (except oil and gas)	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
213	**Support Activities for Mining**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
22	**UTILITIES**																																			
221	**Utilities**																																			
2211	**Electric Power Generation, Transmission and Distribution**																																			
221111	*Hydroelectric Power Generation*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	---	---	---	---	---	---	---	---	
221112	*Fossil Fuel Electric Power Generation*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	C	---	---	---	C	---	---	---	---	
221113	*Nuclear Electric Power Generation*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
221114, 221115	*Solar and Wind Electric Power Generation*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P~~---~~	---	P	---	---	---	---	C	See Section 5.03.160 (Electric Power Generation, Solar and Wind)
221116, 221117, 221118	*Geothermal, Biomass, and All Other Electric Power Generation (excepting solar and wind electric power generation)*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	---	---	---	---	---	---	---	
221121 221122	*Electric Power Transmission, Control and Distribution (includes power transmission and control, and power distribution)*	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	---	C	C	P	C	C	C	C	
23	**CONSTRUCTION**																																			
236, 237, 238	**Contractors** (limited to businesses whose primary activity is performing specific activities involved in building construction, engineering and capital improvement projects, or the preparation of sites for construction)																																			
	• *Completely within a Building*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	P	P	P	---	---	---	P	---	---	---	---	
	• *With Outdoor Storage (screened from public view)*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	C	P	P	---	---	---	---	---	---	---	---	See Section 6.02.025.A.2 (Screening of Outdoor Loading and Storage Areas, and Loading Doors)

Table 5.02-1: Land Use Matrix

2022 NAICS Code	Land Uses, Activities, and Facilities Note: In addition to the requirements of this Table, properties located within the Airport Influence Area (AIA) established by the LA/Ontario International Airport Land Use Compatibility Plan (ALUCP) shall be subject to the land use requirements and standards of the ALUCP.	Residential Zoning Districts				Commercial Zoning Districts							Mixed Use Zoning Districts											Industrial Zoning Districts					Specialized Use and Overlay Zoning Districts								Additional Regulations
													MU-1 Zoning District																								
		AR-2 & RE-2	RE-4 & LDR-5	MDR-11, 18 & 25	HDR-45	CS	CN	CC	CR	CCS	OL	OH	LUA-1	LUA-2N	LUA-2S	LUA-3	LUA-4	MU-3	MU-6	MU-8B	MU-8C	MU-8D	MU-8E	BP	IP	IL	IG	IH	AG	CIV	MHP	ONT	OS-C	OS-R	RC	UC	
713940	*Fitness and Recreational Sports Centers (limited to health clubs and gyms, fitness and sports training facilities, tennis clubs, swim clubs and other similar activities and facilities)*																																			
	• GFA Less than 10,000 SF	---	---	---	---	---	P	P	P	P	---	P	**P	---	---	P	---	P	P	P	P	P	P	P	P	---	---	---	---	---	---	---	P	---	---	---	---	** Use shall be prohibited on the ground/first floor of buildings located along the Euclid Avenue Protection Corridor (refer to Figure 5.01-2: MU-1 (Downtown Mixed Use) Zoning District Land Use Map) for locations.
	• GFA 10,000 or More SF	---	---	---	---	---	C	C	C	P	---	C	**C	---	---	C	---	C	C	C	C	C	C	C	C	C	C	---	---	---	---	C	---	---	---	---	
713950	*Bowling Centers*	---	---	---	---	---	---	P	P	---	---	---	P	P	P	P	---	---	P	P	P	P	P	---	---	---	---	---	---	---	---	---	---	---	---	---	
713990	*Adult-Oriented Businesses*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	---	---	---	---	---	---	---	---	See Section 5.03.015 (Adult-Oriented Businesses)
713990	*Batting Cages -- Indoor*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	C	C	---	---	---	---	---	---	---	---	---	---	
713990	*Batting Cages -- Outdoor*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	C	C	---	---	---	---	---	---	---	C	---	---	
713990	*Billiard Parlors and Pool Halls*	---	---	---	---	---	---	C	C	---	---	---	C	---	---	C	---	---	C	C	C	C	C	---	---	---	---	---	---	---	---	---	---	---	---	---	See Section 5.03.075 (Billiard Parlors and Pool Halls)
713990	*Dancing, Dance Clubs, Dance Halls, Ballrooms, and Discotheques*																																			
	• GFA Less than 5,000 SF	---	---	---	---	---	---	C	C	---	---	---	*A	---	---	---	---	---	C	C	C	C	C	---	---	---	---	---	---	---	---	---	---	---	---	---	* In the MU-1 zoning district, dancing activities/facilities are administratively permitted only in conjunction with a bona fide full-service restaurant or alcoholic beverage manufacturer's tasting room.
	• GFA 5,000 or More SF	---	---	---	---	---	---	C	C	---	---	---	C	---	---	---	---	---	C	C	C	C	C	---	---	---	---	---	---	---	---	---	---	---	---	---	
713990	*Escape, Exit, Mystery, and Puzzle Rooms*	---	---	---	---	---	---	C	C	---	---	---	C	C	C	---	---	---	---	---	C	---	C	C	---	C	C	---	---	---	---	---	---	---	---	---	
713990	*Golf Driving Ranges, Miniature and Pitch-N-Put Golf Courses, and Practice Ranges*	---	---	---	---	---	---	---	C	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	---	---	
713990	*Hookah Establishments and Facilities*	---	---	---	---	---	C	C	---	---	---	---	*/** A	*A	*A	*A	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	* In the MU-1 zoning district, hookah facilities are administratively permitted only in conjunction with a bona fide full-service restaurant. Standalone establishments and facilities shall not be allowed. ** Use shall be prohibited on the ground/first floor of buildings located along the Euclid Avenue Protection Corridor (refer to Figure 5.01-2: MU-1 (Downtown Mixed Use) Zoning District Land Use Map) for locations. See Section 5.03.245 (Hookah Establishments)
713990	*Live Entertainment (excludes adult-oriented establishments)*																																			

d. *Limited Detached on Multiple-Family Lot.* No more than two detached ADUs on a lot that has an existing or proposed multiple-family dwelling if each detached ADU satisfies both of the following limitations:

(1) The side- and rear-yard setbacks are at least 4 FT. If the existing multiple-family dwelling has a rear or side yard setback of less than 4 FT, the City shall not require any modification to the multiple-family dwelling as a condition of approving the ADU; and

(2) The peak height above grade does not exceed the applicable height limit provided in Subsection E.2, below.

~~**2.** ADU Permit.~~

~~**a.** Except as allowed under Subsection D.1 above, no ADU may be created without a building permit and an ADU permit in compliance with the standards set forth in Subsections E and F, below.~~

~~**b.** The City may charge a fee to reimburse it for costs incurred in processing ADU permits, including the costs of adopting or amending the City's ADU ordinance. The fee for processing an ADU is established by resolution of the City Council.~~

~~**3.**~~**2.** Process and Timing.

~~**a.** An ADU permit is considered and approved ministerially, without discretionary review or a hearing.~~

~~**b.**~~**a.** The City must approve or deny an application to create an ADU or JADU within 60 days from the date that the City receives a completed application. If the City has not approved or denied the completed application within 60 days, the application is deemed approved unless either:

(1) The applicant requests a delay, in which case the 60-day time period is tolled for the period of the requested delay, or

(2) When an application to create an ADU or JADU is submitted with a permit application to create a new single-family or multiple-family dwelling on the lot, the City may delay acting on the permit application for the ADU or JADU until the City acts on the permit application to create the new single-family or multiple-family dwelling, but the application to create the ADU or JADU will still be considered ministerially, without discretionary review or a hearing.

~~**c.**~~**b.** If the City denies application to create an ADU or JADU, the City must provide the applicant with comments that include, among other things, a list of all the defective or deficient items and a description of how the application may be remedied by the applicant. Notice of the denial and corresponding comments must be provided to the applicant within the 60-day time period established by SubsectionD.3.b, above.

~~**d.**~~**c.** A demolition permit for a detached garage that is to be replaced with an ADU is reviewed with the application for the ADU and issued at the same time.

E. General ADU and JADU Requirements. The following requirements apply to all ADUs and JADUs that are approved under Subsections D.1 or D.2, above:

(1) Play structures should be placed indoors, becoming an integral part of the architecture, yet remaining a subordinate element. If located outside, play structures shall be oriented away from the public street and properly screened, and shall be no more than 11 FT in height.

(2) Indoor restaurant playground facilities shall be ancillary to the restaurant use. Scale and massing shall not dominate the main structure and the height of the playground facility shall not exceed the height of the main roof of the main structure.

5.03.155: Durable and Nondurable Goods Agents and Brokers

Within the BP and IP zoning districts, business to business electronic markets shall be limited to small-scale (GFA of less than 45,000 SF for single-tenant buildings and 60,000 SF for multiple-tenant buildings) facilities.

5.03.160: Electric Power Generation, Solar and Wind

Solar and wind electric power generation facilities, with ancillary ground mounted battery storage systems, shall only be allowed in conjunction with a permitted or conditionally permitted land use, except that standalone facilities shall be allowed within the ~~OS-U~~CIV, IH, and UC zoning districts.

5.03.165: Electrical Equipment, Appliance, and Component Manufacturing

Within the IP zoning district, electrical equipment, appliance, and component manufacturing shall be limited to small-scale (GFA of less than 45,000 SF for single-tenant buildings and 60,000 SF for multiple-tenant buildings) facilities.

5.03.170: Electronic Shopping and Mail Order Houses

A. Within the IP, IL, IG, and IH industrial zoning districts, direct business to consumer sales via the internet, direct mail, or telephone shall only be allowed ancillary to a permitted or conditionally permitted land use, such as manufacturing, warehousing, wholesaling, and/or distribution activities.

B. Standalone (office only) business to consumer sales via the internet, direct mail, or telephone shall be allowed as a primary land use only within the CN, CC, CR, OL, and OH commercial zoning districts; the MU-1, MU-2, and MU-11 mixed-use zoning districts; and the BP industrial zoning district.

5.03.175: Electronics and Appliance Stores

Within the CN zoning district, only small-scale (GFA of 5,000 SF or less) electronics and appliance stores may be established.

F. **Inspections.** Authorized representatives of the City's Planning Department, Police Department, Building Department, Fire Department, and/or Code Enforcement Officers shall have the right to enter the property upon which a home occupation permit has been granted, during normal business hours, for the purpose of making reasonable unscheduled inspections to observe and enforce compliance with applicable regulations, laws and provisions of this Development Code and the Ontario Municipal Code.

5.03.245: Hookah Establishments, Smoking/Vaping Lounges, and Smoking/Vaping Retailers

The following standards shall govern the establishment and operation of hookah establishments:

A. **Purpose.** The purpose of this Section is to help mitigate negative impacts associated with smoking and vaping uses, in order to serve the public health, safety, and welfare of City residence, and City businesses and their patrons. Furthermore, this Section is specifically intended to reduce the impact of smoking and vaping uses on minors, as an abundance of such uses increases the potential for minors to associate smoking and vaping with a normative lifestyle.

B. **Applicability.** All smoking and vaping businesses throughout the City shall comply with the regulations and requirements of this Section.

C. **Definitions.** For the purposes of this Section, the words or phrases listed below, in correct alphabetical order, shall have the meanings hereafter specified:

1. Electronic Cigarette (E-Cigarette). An electronic device, which is typically battery-operated, designed to deliver a nicotine-based liquid, or other substance, that is vaporized and then inhaled (called "vaping"), simulating the experience of smoking tobacco. Such devices are manufactured to resemble traditional tobacco cigarettes, cigars, pipes, or even everyday items, such as pens or USB memory sticks. The term includes any such device manufactured, distributed, marketed, or sold as an electronic cigarette or e-cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, or any other product name or descriptor. The term does not include any medical inhaler prescribed by a licensed physician.

2. Hookah Establishments. Any facility or location whose business operation, whether a primary or accessory use, is characterized as a commercial establishment where patrons gather to share in the smoking of flavored tobacco (shisha) from a communal hookah, including but not limited to establishments known variously as a hookah lounge or bar, or shisha bar or den, including smoking cigars or establishing cigar bars.

3. Hookah. A single or multi-stemmed instrument for smoking flavored tobacco (or shisha), whose vapor or smoke is passed through a water basin before inhalation.

4. Smoking/Vaping Lounge. Any facility or location whose business operation, whether a primary or accessory use, is characterized by the sale, offering, and/or preparation of smoking tobacco, ~~cigars,~~ electronic cigarettes, or similar products, including but not limited to establishments known variously as smoking lounges, and vaping lounges, excluding cigars ~~or~~and cigar bars.

5. Smoking/Vaping Retailer. A smoke shop, tobacco store, electronic cigarette retailer, or any other retail business where more than 25 percent of the gross floor area is dedicated to the sale of tobacco or tobacco products, electronic cigarettes, or related products, for consumption off the premises.

Very Low Income Households. Households, as defined in HSC Section 50105 paying Affordable Housing Costs or Affordable Rents for a Senior Citizen Housing unit.

D. Base Density. Within residential zoning districts, the base density for a Senior Citizen Housing Development shall be pursuant to the development standards of the respective zoning district. Within nonresidential zoning districts, the base density for a Senior Citizen Housing Development shall be as follows:

Base Density *(in DU/Acre)*	***Districts***			
	CN	***CC***	***MU-1***	***MU-6***
	25	25	25	25

E. Density Bonus.

1. In addition to the base density provided by Subsection D, above, senior citizen housing developments within residential zoning districts shall be eligible for a density bonus as provided in State density bonus law, as prescribed in Subsection 6.01.010.G (Density Bonus and Other Incentives) of this Development Code. Nonresidential zoning districts shall be eligible for a density bonus as provided in State density bonus law, as follows:

Density Bonus *(in percentage/units)*	***Districts***			
	CN	***CC***	***MU-1***	***MU-6***
	20%	20%	20%	20%

2. For senior citizen housing developments using the density bonus provisions of State density bonus law, a density bonus regulatory agreement securing the use of the senior citizen housing development by qualified senior citizens shall also be required. The density bonus regulatory agreement shall be recorded against the property and shall be in a form acceptable to the City Attorney.

3. The density bonus provisions shall apply to senior citizen housing developments consisting of 5 or more dwelling units, exclusive of a caretaker's unit. All density calculations resulting in fractional units shall be rounded up to the next whole number.

4. Pursuant to State density bonus law, applicants for senior citizen housing developments may request certain waivers and modifications of the City's development standards. For purposes of considering such requests for waivers and modifications of development standards, the "development standards" shall be defined as conditions affecting the physical location or type of construction of the senior citizen housing project, and do not include use restrictions, procedural requirements, and fees as more particularly described in GC Section 65915(o)(1).

5. Use of the senior citizen housing development for use by senior citizen households shall be secured via use of covenants and/or agreements recorded against the property in a form acceptable to the City Attorney.

F. Affordability Bonus for Senior Citizen Housing Developments.

5.03.390: Tattooing, Body Piercing, Branding, and the Application of Permanent Cosmetics

The below-listed standards shall govern the establishment and operation of body art services in the City. For the purposes of this section, "body art services" shall mean tattooing, body piercing, branding, or the application of permanent cosmetics, excepting the piercing of an ear with a disposable, single-use, presterilized stud or solid needle that is applied using a mechanical device to force the needle or stud through the ear.

A. Every person and every business engaged in body art and/or permanent cosmetics services shall comply with all applicable provisions of the Safe Body Art Act (HSC Section 119300 et seq.).

B. Every person and every business engaged in body art and/or permanent cosmetics services shall obtain a health permit from the San Bernardino County Division of Environmental Health Services prior to commencement of the business activity.

C. A person proposing to construct, remodel, or revise a body art and/or permanent cosmetics facility shall first submit plans to the Ontario Planning Department and the San Bernardino County Division of Environmental Health Services for review and approval, prior to construction.

~~C.~~**D.** A body art services business located in the MU-1 (Downtown Mixed Use) zoning district shall not be located within 0.25-mile, as measured in a straight line from any point along the outer boundaries of the property or lease space containing the use, to any other body art services business. Refer to Figure 5.01-2: MU-1 (Downtown Mixed Use) Zoning District Land Use Map for locations.

5.03.395: Temporary and Interim Land Uses, Buildings, and Structures

The following temporary and interim land uses shall be allowed upon the issuance of an Administrative Use Permit by the City pursuant to Section 4.03.015 (Administrative Use Permit) of this Development Code:

A. **Interim Farming Activities on Vacant or Underdeveloped Lands.** Farming activities may be established and operated as an interim use on vacant or underdeveloped lands pursuant to the requirements of Subsection 5.03.405.F (Urban Farms) of this Division.

B. **Model Homes.** The following standards shall govern the design and establishment of model homes:

1. Access shall meet the requirements of the Americans with Disabilities Act.

2. Any "trap" fencing shall be located on private property.

3. Any garage used as a sales office shall be converted back to a garage prior to dwelling occupancy.

pursuant to Section 4.03.015 (Administrative Use Permit) of this Development Code, and are further classified as follows:

1. Retail Sales Events and Other Similar Business Events. Retail sales events and other similar business events, including but not limited to special outdoor sales, sidewalk sales, and parking lot sales, are subject to the following:

a. A retail sales event or other similar business event shall only be allowed in conjunction with a legally established business that has been operated for a period of at least 180 days prior to the retail sales event or other similar business event.

b. Retail sales events and other similar business events shall be limited to ~~eight~~12, one-week periods per calendar year, per business location. The one-week periods may be used consecutively, ~~not to exceed a total of 56 days per calendar year~~with a mandatory down time of one week between each 6-week period.

c. The outdoor display of merchandise shall be restricted to an area directly adjacent to the business' exterior storefront; however, in the case of shopping centers, when it is not practical for the outdoor display area to be located directly adjacent to the business front, the sale area shall be located in an area as close as practically possible, to the business' exterior storefront.

d. The display of merchandise shall not impede pedestrian or vehicular circulation.

e. All merchandise, materials, signs, and debris shall be removed from the outdoor area by 9:00 AM following the last day of the retail sales event.

2. Holiday Retail Sales. Holiday retail sales include Christmas tree and pumpkin sales, and shall be limited to 30 days duration, 2 times per calendar year, for each business location.

3. Shows and Exhibits. Religious, historic, patriotic, or other similar outdoor displays may be permitted within a yard, parking lot or landscaped area, by or for the benefit of nonprofit organizations, subject to the following:

a. Shows and exhibits shall be limited to 30 days duration within any 90-day period.

b. The show or exhibit shall not impede pedestrian or vehicular traffic.

c. Shows and exhibits shall not be conducted within 1,000 FT of any residential land use, as measured in a straight line from any point along the outer boundaries of the property containing the show or exhibit. This separation requirement may be reduced by the Planning Director, provided the type and size of event proposed could in no way adversely affect residential land uses.

d. All equipment, materials, signs, and debris shall be removed from the outdoor area by 9:00 AM following the last day of the display.

4. Amusement and/or Sporting Events. Bazaars, circuses, carnivals, rodeos, pony rides and other similar temporary amusement and/or sporting events may be permitted, subject to the following:

a. Events shall be limited to 2 periods of 7 days duration per calendar year, for each event location. The 2 event periods may be used consecutively.

b. Events shall not be conducted within 1,000 FT of any residential zoning district, as measured in a straight line from any point along the outer boundaries of the property or lease space containing the event. This separation requirement may be reduced by the Planning Director, provided the type and size of event proposed could in no way adversely affect residential land uses.

c. All equipment, materials, signs, and debris shall be removed from the event location by 9:00 AM following the last day of the event.

5. Tent Revivals**.** Tent revivals and other similar temporary events involving the large assemblage of people and/or equipment within a temporary structure or in the open air, may be permitted, subject to the following:

a. Tent revivals shall be limited to 2 periods of 7 days duration per calendar year, for each event location. The 2 event periods may be used consecutively.

b. Tent revivals shall not be conducted within 1,000 FT of any residential land use, as measured in a straight line from any point along the outer boundaries of the property or lease space containing the tent revival. This separation requirement may be reduced by the Planning Director, provided the type and size of event proposed could in no way adversely affect residential land uses.

c. All equipment, materials, signs, and debris shall be removed from the event location by 9:00 AM following the last day of the event.

6. Charitable and Fund Raising Events. Fund raising events for charitable organizations and other non-profit organizations, such as churches, schools, clubs, and other similar organizations, may be permitted to hold special outdoor fund raising events, hosted by and in conjunction with a legally established commercial or industrial land uses, subject to the following:

a. Charitable and fund raising events shall be limited to 12~~the holiday periods of President's Day, Memorial Day, Independence Day and Labor Day. Twelve additional~~ events per calendar year ~~shall also be permitted~~ per location, not to exceed one event per month ~~per location~~. Events shall be limited to a maximum of 4 days duration.

b. Charitable and fund raising events shall be restricted to an area directly adjacent to the host business' exterior; however, when it is impractical for the event to be located directly adjacent to the host business, such as in the case of a commercial shopping center, the event shall be located in an area as close as practically possible to the host business' exterior.

c. Charitable and fund raising events shall not impede pedestrian or vehicular circulation.

d. All equipment, materials, signs, and debris shall be removed from the event location by 9:00 AM following the last day of the event.

(3) A primary dwelling that was legally established prior to the Two-Unit Project and is smaller than 800 SF may be expanded to 800 SF after or as part of the Two-Unit Project.

c. *Height Restrictions*.

(1) On a lot that is larger than 2,000 SF, no new primary dwelling unit may exceed one-story or 16 FT in height, measured from grade to peak of the structure.

(2) On a lot that is smaller than 2,000 SF, no new primary dwelling unit may exceed two-stories or 22 FT in height, measured from grade to peak of the structure. Any portion of a new primary dwelling that exceeds one story in height shall be stepped back by an additional 5 FT from the ground floor; no balcony deck or other portion of the second story may project into the stepback.

(3) No rooftop deck is permitted on any new or remodeled dwelling or structure on a lot with a Two-Unit Project.

d. *Demo Cap*. The Two-Unit Project shall not involve the demolition of more than 25 percent of the existing exterior walls of an existing dwelling unless the site has not been occupied by a tenant in the last 3 years.

e. *Lot Coverage*. ~~[Include a lot coverage standard here if desired.]~~ This lot coverage standard is only enforced to the extent that it does not prevent two primary dwelling units on the lot at 800 SF each, as required by the underlying zoning district.

f. *Setback Requirements*.

(1) **Generally**. All setbacks shall conform to the minimum requirements of the underlying zoning district.

(2) **Exceptions**. Notwithstanding subpart E.6.f above:

(a) Existing Structures. No setback is required for an existing legally established structure or for a new structure that is constructed in the same location and to the same dimensions as an existing legally established structure.

(b) Cannot Preclude Construction of Two 800-SF Units and 4-FT Side/Rear Setbacks. The setbacks imposed by the underlying zoning district shall yield to the degree necessary to avoid physically precluding the construction of up to two units on the lot or either of the two units from being at least 800 SF in floor area; but in no event may any structure be less than 4 FT from a side or rear property line.

(3) **Front Setback Area**. Notwithstanding any other part of this code, dwellings that are constructed under this Section shall conform to the front setback requirement of the underlying zoning district. The front setback area shall:

(a) Be kept free from all structures greater than 3 FT high; and

(b) Allow for vehicular and fire-safety access to the front structure.

a. A proposed wireless telecommunications facility meeting each of the following criteria shall require Development Plan approval pursuant to Section 4.02.025 (Development Plans) of this Development Code:

(1) The facility is located within a nonresidential zoning district;

(2) The facility is more than 500 FT from a residential zoning district, as measured in a straight line from any point along the outer boundaries of the property containing the wireless telecommunications facility;

(3) The facility complies with all development standards of this Section and the applicable zoning district;

(4) The facility is of a stealth design so as not to be recognized as a telecommunications facility; and

(5) All support equipment to the proposed facility is located within a completely enclosed structure or is otherwise screened from public view

b. A new wireless telecommunications facility proposed within a nonresidential zoning district, which is to be collocated with an existing wireless telecommunications facility and complies with all development standards of this Section and the applicable zoning district, shall be reviewed and acted upon by the Development Advisory Board.

3. Tier 3 Review. A proposed wireless telecommunications facility meeting one or more of the following criteria shall require Development Plan approval pursuant to Section 4.02.025 (Development Plans) ~~and public hearing notification pursuant to Table 2.03-1 (Notification Matrix) and the requirements of Section 2.03.010 (Public Hearing Notification)~~ of this Development Code:

a. Wireless telecommunications facilities not meeting the above-stated Tier 1 or Tier 2 review criteria;

b. Wireless telecommunications facilities located 500 FT or less (as measured in a straight line from any point along the outer boundaries of the property containing the wireless telecommunications facility) from a residential zoning district;

c. All nonstealth wireless telecommunications facilities;

d. Wireless telecommunications facilities proposed in the AG Overlay District, excepting those facilities meeting the Tier 1 review criteria, above. In addition to requiring Development Plan approval, wireless telecommunications facilities proposed in the AG Overlay District shall also require Conditional Use Permit approval pursuant to Table 5.02-1 (Land Use Matrix) and Paragraph C.1.f (Conditionally Permitted Uses) of Section 6.01.035 (Overlay Zoning Districts) of this Development Code;

e. Wireless telecommunications facilities creating more than a minimal visual impact on surroundings, as determined by the Planning Director. In determining whether more than a minimal visual impact exists, the Planning Director shall consider the facility's location and size, the view of the facility from the public street and neighboring properties, and the contrast between the facility and other external structural equipment. The applicant may be required to

Chapter 6.0:
Development and Subdivision Regulations

Division 6.01—District Standards and Guidelines
Division 6.02—Walls, Fences and Obstructions
Division 6.03—Off-Street Parking and Loading
Division 6.04—Congestion Management and Trip Reduction
Division 6.05—Landscaping
Division 6.06—Street Naming and Address Numbering
Division 6.07—Reserved ~~for Future Use~~
Division 6.08—Development Projects and Subdivisions
Division 6.09—Reserved ~~for Future Use~~
Division 6.10—Reserved~~Property Appearance and Maintenance~~
Division 6.11—Shopping Cart Retention and Storage

prior to Certificate of Occupancy issuance, excepting private open space areas that are enclosed by a minimum 6-FT high decorative wall or fence.

7. Drive Approaches, Driveways, and Drive Aisles. Residential drive approaches, driveways, and drive aisles shall comply with the following:

a. *Drive Aisles and Driveways.*

(1) Drive aisles and driveways shall be allowed solely for the purpose of providing access to off-street parking facilities, and emergency vehicle access to a property.

(2) For lots developed with single-family dwellings:

(a) ~~A~~One driveway per lot may be permitted, which shall lead to a garage or carport, and shall not exceed the overall width of the garage or carport, except that vehicular access (maximum 10 FT in width, pursuant to Paragraph 6.01.010.F.6 (Landscaping)) may be provided to the side or rear yard area of lot used for vehicle storage pursuant to Paragraph 6.01.010.~~G~~F.5 (Storage of Automobiles, Recreational Vehicles, Light Trucks, Trailers, and Other Similar Vehicles) of this Section; and

(b) Temporary off-street parking within a front or street side yard area shall only be allowed on a driveway leading to a garage or carport, or on an approved circular driveway constructed pursuant to Subparagraph 6.01.010.G.7.b (Circular Driveways) of this Section.

(c) Corner lots may have a rear yard access drive from a side street, subject to Planning Director and City Engineer approval. The rear yard access drive shall not exceed 12 FT in width and shall lead to a parking area that is screened by a view-obstructing wall or fence, with appropriate view-obstructing gate.

b. *Circular Driveways.* Circular driveways shall be permitted on lots developed with a single-family dwelling, which meet all of the following:

(1) The lot is located within the AR-2, RE-2, RE-4, or LDR-5 zoning district, or AG overlay zoning district, and is at least 10,000 SF in area;

(2) The property takes vehicular access from an arterial street, as identified on Exhibit M1 (Mobility Plan Map) of the Policy Plan component of The Ontario Plan, and does not front onto, or take vehicular access from, Euclid Avenue;

(3) The dwelling is setback at least 30 FT behind the front property line; and

(4) The proposed circular driveway does not exceed 10 FT in width.

c. *Maximum Drive Approach Width.*

(1) **Driveway Access for Traditional Single-Family Developments**—A drive approach on a public street shall not exceed the maximum widths prescribed by Table 6.01-7 (Maximum Single-Family Residential Drive Approach Widths), below, based upon the lot width range.

11. Certificate of Completion. Upon completion of landscaping and irrigation system installation, the licensed landscape architect of record, or their designee, shall conduct a final field inspection and shall prepare a Certificate of Completion, which shall be filed with the City. The Certificate of Completion shall specifically indicate that the landscaping and the irrigation system were installed as shown on the approved Planting and Irrigation Plans, and that the soil testing and amendments have been installed as specified by the soil management plan. If the irrigation system was not installed pursuant to plans, or if water use exceeds the water budget, a certified landscape irrigation auditor shall conduct an irrigation audit, and the recommendations to ensure water efficiency shall be provided, prior to permit approval.

12. Required Plans, Maps, Reports, Schedules, and Other Necessary Information. All plans, maps, reports, schedules, and other information required to be contained in the Landscape and Irrigation Construction Documentation Plan set by this Section, shall include all information stipulated by the Landscape Design and Construction Guidelines (Development Code Reference G), which prescribes the minimum information to be submitted, together with any required plans, maps, reports, special studies, exhibits, and any other information deemed necessary by the City to review and act upon the required plans and information.

13. Public Education. All model homes that are landscaped shall incorporate signs and written information to demonstrate the principals of water efficient landscapes described in this Division. Signs shall feature elements such as hydrozones, irrigation equipment, and plants that contribute to the overall water efficient theme. Written information shall be provided about plants types, irrigation systems and managing and maintaining water efficient landscapes.

6.05.020: Tree Preservation Policy and Protection Measures

A. Purpose. The purpose of this Section is to establish policies and measures that will further the preservation, protection, and maintenance of established and healthy heritage trees within the City, to improve the community forest that provides environmental, aesthetic and economic benefits, and enhances the quality of life. It is pertinent to the public welfare that such trees be protected from indiscriminate cutting or removal.

B. Applicability. The City Council hereby establishes that it is the policy of the City to preserve, protect, and maintain established and healthy trees within the City, to the extent practicable. Consideration shall be afforded Heritage Trees, as set forth in this Section.

C. Definitions. As used in this Section**, the following** words, terms, and phrases are defined as follows:

1. Heritage Tree. The term "Heritage Tree" means a ~~tree designated for preservation pursuant to Section 4.02.060 (Historic Preservation—Historic Landmark and District Designations, and Architectural Conservation Areas) of this Development Code, as a~~ tree of historic or cultural significance, or a tree of importance to the community due to any one of the following factors:

a. A tree designated for preservation pursuant to Section 4.02.040 (Historic Preservation—Historic Landmark and District Designations, and Architectural Conservation Areas) of this Development Code.

~~a.~~**b.** It is one of the largest or oldest trees of the species located in the City, with a trunk diameter of 18 inches or greater, measured at 54 inches above natural grade; or

J. **Heritage Tree Replacement.** Healthy Heritage Trees that are approved for removal shall be replaced with new trees and shall be shown on required Landscape and Irrigation Construction Documentation Plans. Replacement trees shall have a total trunk diameter (caliper) equal to the tree(s) removed, or as deemed appropriate by the Approving Authority based on the lot size and available planting space. Replacement trees shall be in addition to the quantity of trees required by this Division for landscaping. The Approving Authority shall review the landscape plan and approve appropriate species for tree replacement (see Section 6.05.035 (Landscape Development Standards) for required trees).

K. **Monetary Value.** The monetary value of Heritage Trees protected pursuant to this Division, which are removed, shall be based upon the "Guide for Plant Appraisal," which is available from the International Society of Arboriculture. Appraisals shall be performed by a City-approved professional plant appraiser or certified arborist skilled in tree appraisals.

L. **Prohibited Acts.** It shall be expressly prohibited to damage or to remove any Heritage Tree without prior specific authorization by the Zoning Administrator, except that tree removal specifically approved as a part of a Development Plan or Building Permit approval; Certificate of Appropriateness; pruning or removal to obtain adequate line-of-sight distances as specifically authorized by the City Engineer; pruning or removal as required for public safety as specifically authorized by City representatives; and/or actions taken by a public or private utility company for the protection of their existing electrical power or communication lines, or other property of a public utility.

6.05.025: Heritage Tree Preservation Mitigation Fee.

A. **Purpose.** The purpose of this Section is to establish the Heritage Tree Preservation Mitigation Fee whereby the impacts resulting from the construction or demolition of heritage tree(s) may be mitigated by the collection of fees that will provide a source of funds for the conservation, preservation, restoration, replanting and reforestation of trees within the City.

B. **Applicability.**

1. A mitigation fee, in an amount established by this Section, shall be paid prior to the issuance of any permit for construction or demolition of any heritage tree(s). The mitigation fee shall be deposited in the Heritage Tree Preservation Trust Fund established pursuant to Section 6.05.030 (Heritage Tree Preservation Trust Fund) of this Division.

2. The mitigation fee shall be based on the Tree Inventory and Preservation Plan pursuant to Section 6.05.020 (Tree Preservation Policy and Protection Measures) of this division.

a. The mitigation fee for Healthy Heritage Trees that are approved for removal shall equal the replacement value of the total trunk diameter (caliper) equal to the tree(s) removed, or as deemed appropriate by the Approving Authority based on the Tree Inventory and Preservation Plan. The Approving Authority shall review the Tree Inventory and Preservation Plan and approve the replacement value.

b. The mitigation fee for the monetary value of Heritage Trees protected pursuant to this Division, which are removed, shall be based upon the "Guide for Plant Appraisal," which is available from the International Society of Arboriculture. Appraisals shall be performed by a City-approved professional plant appraiser or certified arborist skilled in tree appraisals.

6.05.030: Heritage Tree Preservation Trust Fund

A. Purpose. The purpose of the Heritage Tree Preservation Trust Fund is to provide funding, under direction of the City Council, for the conservation, preservation, restoration, replanting and reforestation within the City.

B. Applicability. The Heritage Tree Preservation Trust Fund is hereby established as means to receive and replenish monies to assist the funding of tree preservation and reforestation projects within the City. All funds deposited in the Heritage Tree Preservation Trust Fund shall be used solely for the conservation, preservation, restoration, replanting and reforestation of the City, as provided in this Section.

C. Trust Fund Administration.

1. The City Manager, or designee of the City Manager, shall have authority for establishing policy for Heritage Tree Preservation Trust Fund expenditures.

2. The City Manager, or designee of the City Manager shall have authority to make recommendations to the City Council regarding any action or activity necessary or appropriate to implement its powers or duties to fulfill the objectives of the Heritage Tree Preservation Trust Fund.

3. The City Manager, or designee of the City Manager, shall serve as financial administrator of the Heritage Tree Preservation Trust Fund and shall be responsible for management of its finances, which shall be carried-out pursuant to all applicable federal, State and local laws.

4. The Planning Director, or designee of the Planning Director, shall serve as program administrator of the Historic Preservation Trust Fund and shall be responsible for its day-to-day management and operations.

D. Heritage Tree Preservation Trust Fund Proceeds.

1. Deposits. All funds received by the City for heritage tree preservation purposes shall be deposited in the Heritage Tree Preservation Trust Fund. The City's Fiscal Services Department may establish separate accounts within the Trust Fund for the purpose of separating deposits according to their origin or intended purpose.

E. Heritage Tree Preservation Trust Fund Program Activities.

1. Qualifying Program Activities are hereby established for the following:

a. *New Tree Plantings.* Tree plantings in parkways or city right-of-way shall be per the Street Tree Master Plan or Ontario Ranch Streetscape Master Plan. Tree plantings in public projects such as parks and city facilities shall be determined by the Approving Authority.

b. *Reforestation Tree Plantings.* Reforestation tree plantings in parkways or city right-of-way shall be per the Street Tree Master Plan or Ontario Ranch Streetscape Master Plan. Tree plantings in public projects such as parks and city facilities shall be determined by the Approving Authority.

c. *Tree Removal Alternatives and Mitigation Measures.* Tree removal alternatives and mitigation measures such as root pruning, flexible paving material, other materials, protection measures, and mitigation measures recommended in the Certified Arborist's report.

d. *Acquisition, Planting and Maintenance of Trees.* Activities to acquire, plant and maintain existing and proposed heritage trees as determined by the Approving Authority, identified in the Certified Arborist's report.

2. Qualifying Projects that implement Trust Fung Program Activities are hereby established for the following project types:

a. *Capital Improvement Projects (CIP) for New Construction and Rehabilitation Projects. CIP* Construction projects allow for activities that contribute to the conservation, preservation, restoration, replanting and reforestation of heritage trees located within public spaces.

(1) Conservation, preservation and restoration of trees within public spaces, such as but not limited to parkways and rights-of-ways. Funds may support public projects and include activities directly contributing to the conservation, preservation, and restoration of existing heritage trees. Activities may include, but are not limited to, the installation of alternate sidewalk materials, meandering sidewalks, and any reports and analyses prepared by a certified arborist that identify protection measures that will contribute to extending the life and viability of existing heritage trees.

(2) Replanting and reforestation of trees within public spaces, such as but not limited to parkways and rights-of-ways. Any replanting or reforestation efforts must be identified in the certified arborist report and include circumstances that warrant tree removal. Such conditions that warrant the removal of heritage tree(s) may include tree(s) that are dead, hazardous, diseased, or damaged beyond repair, or may pose an emergency or safety concern relating to the health, safety, and welfare of the public. Funds shall be used to support the overall project and include activities directly contributing to the replanting and reforestation of trees where a certified arborist has recommended the removal of a heritage tree(s). Activities may include, but are not limited to, intermittent planting strategies and new tree plantings, as well as warranty and maintenance efforts that support the establishment and longevity of new tree plantings, such as tree staking, irrigation measures and other construction activities to support the viability of newly planted trees.

b. *Public Works Projects for New Construction and Rehabilitation Projects. Public Works* Construction projects that allow for activities that directly contribute to the conservation, preservation, restoration, replanting, and reforestation of heritage trees located within public spaces.

(1) Conservation, preservation and restoration of trees within public spaces, such as but not limited to public parks, parkways, rights-of-ways and city facilities. Funds may support public projects and include activities directly contributing to the conservation, preservation, and restoration of existing heritage trees. Activities may include, but are not limited to, the installation of alternate sidewalk materials, meandering sidewalks, and any reports and analyses prepared by a certified arborist that identify protection measures that will contribute to extending the life and viability of existing heritage trees.

(2) Replanting and reforestation of trees within public spaces, such as but not limited to public parks, parkways, rights-of-ways, and city facilities. Any replanting or reforestation efforts must be identified in the certified arborist report and include circumstances that warrant tree removal. Such conditions that warrant the removal of heritage tree(s) may include tree(s) that are dead, hazardous, diseased, or damaged beyond repair, or may pose an emergency or safety concern relating to the health, safety, and welfare of the public. Funds shall be used to support the overall project and include activities directly contributing to the replanting and reforestation where a certified arborist has recommended the removal of a heritage tree(s). Activities may include but are not limited to, intermittent planting strategies and new tree plantings as well as warranty and maintenance efforts that support the establishment and longevity of new tree plantings such as tree staking, irrigation measures and other construction activities to support the viability of newly planted trees.

c. *Planning Projects.* Studies and reports that analyze existing conditions and make recommendations on conservation and preservation of heritage trees and reforestation treatments; and

d. *Community Outreach.* Outreach campaigns consist of the creation of education material and media to raise awareness of tree preservation benefits.

3. Project Selection Criteria. The award of Heritage Tree Preservation Funds shall be based upon consideration of the following criteria:

a. Level of significance of the heritage tree(s) impacted.

b. Overall benefit to the community; and

c. Ability to ensure the longevity of the health of the trees and features through warranty and maintenance.

6.05.0325: Violation-Penalty

A. Violation. Any violation of this chapter shall be a misdemeanor or infraction at the discretion of the City Attorney or District Attorney.

B. Civil Penalties. Irrespective of, and cumulative to, any criminal conviction for a violation of this Division, the City may, pursuant to GC Section 36901, impose a civil penalty in an amount not exceeding $1,000, or by imprisonment not to exceed 6 months, or both such fine and imprisonment on any person either through an administrative hearing or a civil action brought either by the City Attorney or a designated employee of the City. Each tree removed in violation of this Division shall constitute a separate offense.

C. Restitution for Damage or Removal of Protected Trees within the City. Irrespective of whether the City pursues criminal and/or civil action under this Division, nothing in this Division shall prevent the City from seeking restitution for damage or removal of trees within the City, which are protected by this Division, as an alternative to criminal action and/or civil action to recover a civil penalty in accordance with Subsection B of this Section.

D. Assessment of Civil Penalties. Civil penalties may be assessed against a responsible party as confirmed by resolution of the City Council, and shall constitute a special assessment against the property to which it relates and after its recording, as thus made and confirmed, the same

Chapter 8.0:
Sign Regulations

Division 8.01—Sign Regulations

Table 8.01-1: Sign Regulation Matrix

Sign Classification	*Sign Type, Maximum Number, and Location*	*Maximum Sign Area*	*Maximum Height*	*Maximum Sign Length*	*Special Regulations*
	and Street Banner Programs) of this Division.				8.01.020.G (Street Banners and Street Banner Programs)
f. Large Public Notification Signs					Refer to Division 2.03 (Public Hearings), Paragraph 2.03.010.C.4 (Supplemental Public Noticing Requirements – Posting) for large public notification sign regulations.
2. Permanent Signs					
a. Address Signs	One wall sign and rooftop sign per building or divided tenant space.				Street addresses shall be posted pursuant to Subsections 6.06.020.B (Posting of Street Address Numbers) and D (Posting of Rooftop Address Numbers) of this Development Code.
b. Directional Signs	Pole, monument, or wall sign.	4 SF per sign face.	Pole or monument signs shall not exceed 6 FT in height.		Signs shall be for the purpose of serving the public safety or convenience (e.g., signs such as "parking," "entrance," "exit" and the like). The sign may include the name/logo of the business it serves.
c. Directory Signs	Monument or wall sign. The number and location shall be at the discretion of the Planning Director.	6 SF per sign face.	6 FT		Directory signs should include a plot plan showing all private drives and roads, building locations with unit numbers and addresses, and fire hydrant locations. The directory should also include a reference point on the plot plan indicating the location of the directory and a north arrow.
d. Government Flags and Emblems	No restrictions.	No restriction.	No restriction.	No restriction.	Includes flags or emblems of the United States of America, the State of California, the County of San Bernardino and the City of Ontario.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PZC-23-002, A ZONE CHANGE TO MODIFY THE ZONING MAP TO REMOVE THE EA (EUCLID AVENUE) OVERLAY DISTRICT SOUTH OF PHILADELPHIA AVENUE, AND MAKING FINDINGS IN SUPPORT THEREOF—APNS: 1051-051-11, 1051-051-12, 1051-051-17, 1051-051-71, 1051-051-72, 1051-051-22, 1051-051-23, 1051-051-24, 1051-051-25, 1051-051-26, 1051-051-27, 1051-051-28, 1051-051-29, 1051-051-30, 1051-051-31, 1051-051-32, 1051-051-33, 1051-051-34, 1051-051-35, 1051-051-36, 1051-051-37, 1051-051-38, 1051-051-39, 1051-051-40, 1051-051-41, 1051-051-42, 1051-051-43, 1051-051-44, 1051-051-45, 1051-051-46, 1051-051-47, 1051-051-48, 1051-051-49, 1051-051-50, 1051-051-51, 1051-051-52, 1051-051-53, 1051-051-54, 1051-051-55, 1051-051-56, 1051-051-57, 1051-051-58, 1051-051-59, 1051-051-60, 1051-051-61, 1051-051-62, 1051-051-63, 1051-051-64, 1051-051-65, 1051-051-66, 1051-051-67, 1051-051-68, 1051-051-73, 1051-062-25, 1051-062-26, 1051-062-27, 1051-062-28, 1051-062-29, 1051-062-30, 1051-062-31, 1051-062-32, 1051-062-33, 1051-062-34, 1051-062-35, 1051-062-36, 1051-062-37, 1051-062-38, 1051-062-39, 1051-081-01, 1051-062-40, 1051-062-41, 1051-062-42, 1051-062-48, 1051-062-49, 1051-071-02, 1051-071-04, 1051-081-01, 1051-081-02, 1051-211-02, 1051-211-03, 1051-211-10, 1051-222-01, 1051-222-13, 1051-222-20, 1051-271-06, 1051-271-66, 1051-271-67, 1051-281-04, 1051-281-09, 1051-281-77, 1051-281-79, 1051-281-80, 1051-411-12, 1051-411-13, 1051-411-14, 1051-411-15, 1051-411-16, 1051-411-17, 1051-411-18, 1051-411-35, 1051-411-36, 1051-411-37, 1051-411-38, 1051-412-21, 1051-412-22, 1051-412-23, 1051-412-24, 1051-412-25, 1051-412-26, 1051-412-27, 1051-412-28, 1051-421-08, 1051-421-09, 1051-421-10, 1051-421-11, 1051-421-12, 1051-421-13, 1051-421-14, 1051-421-15, 1051-431-55, 1051-431-56, 1051-431-57, 1051-431-58, 1051-431-59, 1051-431-60, 1051-431-61, 1051-441-08, 1051-441-51, 1051-522-10, 1051-522-02, 1051-522-03, 1051-522-04, 1051-522-05, 1051-522-61, 1051-522-62, 1051-522-63, 1051-522-64, 1051-522-65, 1051-522-66, 1051-522-67, 1051-522-68, 1051-522-69, 1051-522-74, 1051-522-75, 1051-522-76, 1051-522-77, 1051-522-78, 1051-614-01, 1051-614-02, 1051-614-03, 1051-614-07, 1051-614-08, AND 1051-614-09.

WHEREAS, the City of Ontario ("Applicant") has filed an Application for the approval of a Zone Change, File No. PZC-23-002, as described in the title of this Ordinance (hereinafter referred to as "Application" or "Project"); and

WHEREAS, the existing Application proposes to remove the EA (Euclid Avenue) Overlay zoning district on properties on the east and west sides of Euclid Avenue between Philadelphia Avenue and Riverside Drive (see "Attachment A: Existing EA (Euclid Avenue) Zoning Overlay District" and "Attachment B: Proposed EA (Euclid Avenue) Zoning Overlay District"; and

WHERAS, the purpose of the EA (Euclid Avenue) zoning overlay was to recognize, protect, and enhance the visual character and quality of Euclid Avenue as a major scenic and historic resource, recognize and protect Euclid Avenue's position on the National Register of Historic Places, and recognize Euclid Avenue as a major contributor to

Ontario's historic downtown area. The existing EA (Euclid Avenue) zoning overlay south of Riverside Avenue is over one mile from Ontario's downtown area, does not contain the same architectural character as the downtown area, nor does it protect Euclid Avenue as a major scenic and historic resource of the City; and

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

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

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

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

WHEREAS, on November 28, 2023, the Planning Commission of the City of Ontario conducted a hearing to consider the Project and concluded said hearing on that date, voting to issue Resolution No. PC23-101, recommending the City Council approve the Project; and

WHEREAS, on December 19, 2023, the City Council of the City of Ontario conducted a public hearing on the Project and concluded said hearing on that date; and

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

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

SECTION 1. ***Environmental Determination and Findings.*** As the decision-making body for the Zone Change, the City Council has reviewed and considered the information contained in the administrative record for the Zone Change. Based upon the facts and information contained in the administrative record, including all written and oral evidence presented to the City Council, the City Council finds as follows:

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

(2) The Zone Change is exempt from the requirements of the California Environmental Quality Act (CEQA) and the guidelines promulgated thereunder, pursuant to Section 15061(b)(3) of the CEQA Guidelines, in that the activity is covered by the" common sense exemption" (also known as the " general rule exemption") that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and

(3) The determination that the Zone Change is not subject to CEQA reflects the independent judgment of the City Council.

SECTION 2. ***Housing Element Compliance.*** Pursuant to the requirements of California Government Code Chapter 3, Article 10.6, commencing with Section 65580, as the decision-making body for the Project, the City Council finds that based upon the facts and information contained in the Application and supporting documentation, at the time of Project implementation, the project is consistent with the Housing Element of the Policy Plan (General Plan) component of The Ontario Plan, as the project site is not one of the properties in the Available Land Inventory contained in Table A-3 (Available Land by Planning Area) of the Housing Element Technical Report Appendix.

SECTION 3. ***Airport Land Use Compatibility Plan ("ALUCP") Compliance.*** The California State Aeronautics Act (Public Utilities Code Section 21670, et seq.) requires that an Airport Land Use Compatibility Plan be prepared for all public use airports in the State; and requires that local land use plans and individual development proposals must be consistent with the policies set forth in the adopted Airport Land Use Compatibility Plan.

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

(2) On August 2, 2022, the City Council of the City of Ontario approved and adopted a Development Code Amendment to establish the Chino Airport ("CNO") Overlay

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

SECTION 4. ***Concluding Facts and Reasons.*** Based upon the substantial evidence presented to the City Council during the above-referenced hearing, and upon the specific findings set forth in Section 1 through 3, above, the City Council hereby concludes as follows:

(1) ***The proposed Zone Change is consistent with the goals, policies, plans and exhibits of the Vision, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan as follows****:*

Land Use Element:

- Goal LU-1: A community that has a spectrum of housing types and price ranges that match the jobs in the City and that make it possible for people to live and work in Ontario and maintain a quality of life.

  - LU-1.6: *Complete Community*. We incorporate a variety of land uses and building types in our land use planning efforts that result in a complete community where residents at all stages of life, employers, workers and visitors have a wide spectrum of choices of where they can live, work, shop and recreate within Ontario.

  Compliance: The proposed Zone Change reflects the existing uses of the properties or closely coordinates with land use designations in the surrounding area and provides opportunities for choice in living environments.

- Goal LU-2: Compatibility between a wide range of uses and resultant urban patterns and forms.

  - LU-2.1: *Land Use Decisions*. We minimize adverse impacts on adjacent properties when considering land use and zoning requests.

  Compliance: The proposed removal of the EA (Euclid Avenue) zoning overlay between Philadelphia Avenue and Riverside Drive reflects the existing uses of the

properties or closely coordinates with land use designations in the surrounding area and will not create adverse impacts on adjacent properties.

- Goal LU-5: Integrated airport systems and facilities that minimize negative impacts to the community and maximize economic benefits.

  - LU-5.7: *ALUCP Consistency with Land Use Regulations*. We comply with state law that requires general plans, specific plans and all new development be consistent with the policies and criteria set forth within an Airport Land Use Compatibility Plan for any public use airport.

  Compliance: The proposed removal of the EA (Euclid Avenue) zoning overlay between Philadelphia Avenue and Riverside Drive is consistent with the adopted Airport Land Use Compatibility Plan for both Ontario International Airport and Chino Airport.

Housing Element:

- Goal H-2: Diversity of types of quality housing that are affordable to a range of household income levels, accommodate changing demographics, and support and reinforce the economic sustainability of Ontario.

  - H-2.1: Corridor Housing. We revitalize transportation corridors by encouraging the production of higher density residential and mixed-uses that are architecturally, functionally and aesthetically suited to corridors.

  Compliance: The proposed removal of the EA (Euclid Avenue) zoning overlay between Philadelphia Avenue and Riverside Drive supports the Euclid Avenue corridor and higher density residential and mixed-use development that is functionally and aesthetically suited along transportation corridors.

  - H-2.4: Ontario Ranch. We support a premier lifestyle community in the Ontario Ranch distinguished by diverse housing, highest design quality, and cohesive and highly amenitized neighborhoods.

  Compliance: The proposed removal of the EA (Euclid Avenue) zoning overlay between Philadelphia Avenue and Riverside Drive is consistent with the policy to support a diverse housing type throughout Ontario.

(2) ***The proposed Zone Change would not be detrimental to the public interest, health, safety, convenience, or general welfare of the City.*** The removal of the EA (Euclid Avenue) zoning overlay between Philadelphia Avenue and Riverside Drive is compatible with the zoning and land uses in the surrounding areas.

(3) ***The proposed Zone Change will not adversely affect the harmonious relationship with adjacent properties and land uses.*** The allowed uses of the properties will be similar to other properties in the areas.

(4) ***The subject site is physically suitable, including, but not limited to, parcel sizes, shapes, access, and availability of utilities, for the request and anticipated development.*** The removal of the EA (Euclid Avenue) zoning overlay between Philadelphia Avenue and Riverside Drive will accommodate a variety of residential development and on parcels physically suitable for anticipated future development.

SECTION 5. ***City Council Action.*** Based upon the findings and conclusions set forth in Sections 1 through 4, above, the City Council hereby APPROVES the herein described Application, as detailed in "Attachment A: Existing EA (Euclid Avenue) Zoning Overlay District " and "Attachment B: Proposed EA (Euclid Avenue) Zoning Overlay District" attached hereto and incorporated herein by this reference.

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

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

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

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

PASSED, APPROVED, AND ADOPTED this _____ day of _____.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Ordinance No. _____ was duly introduced at a regular meeting of the City Council of the City of Ontario held _____ and adopted at the regular meeting held _____, 2023 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHELIA MAUTZ, CITY CLERK

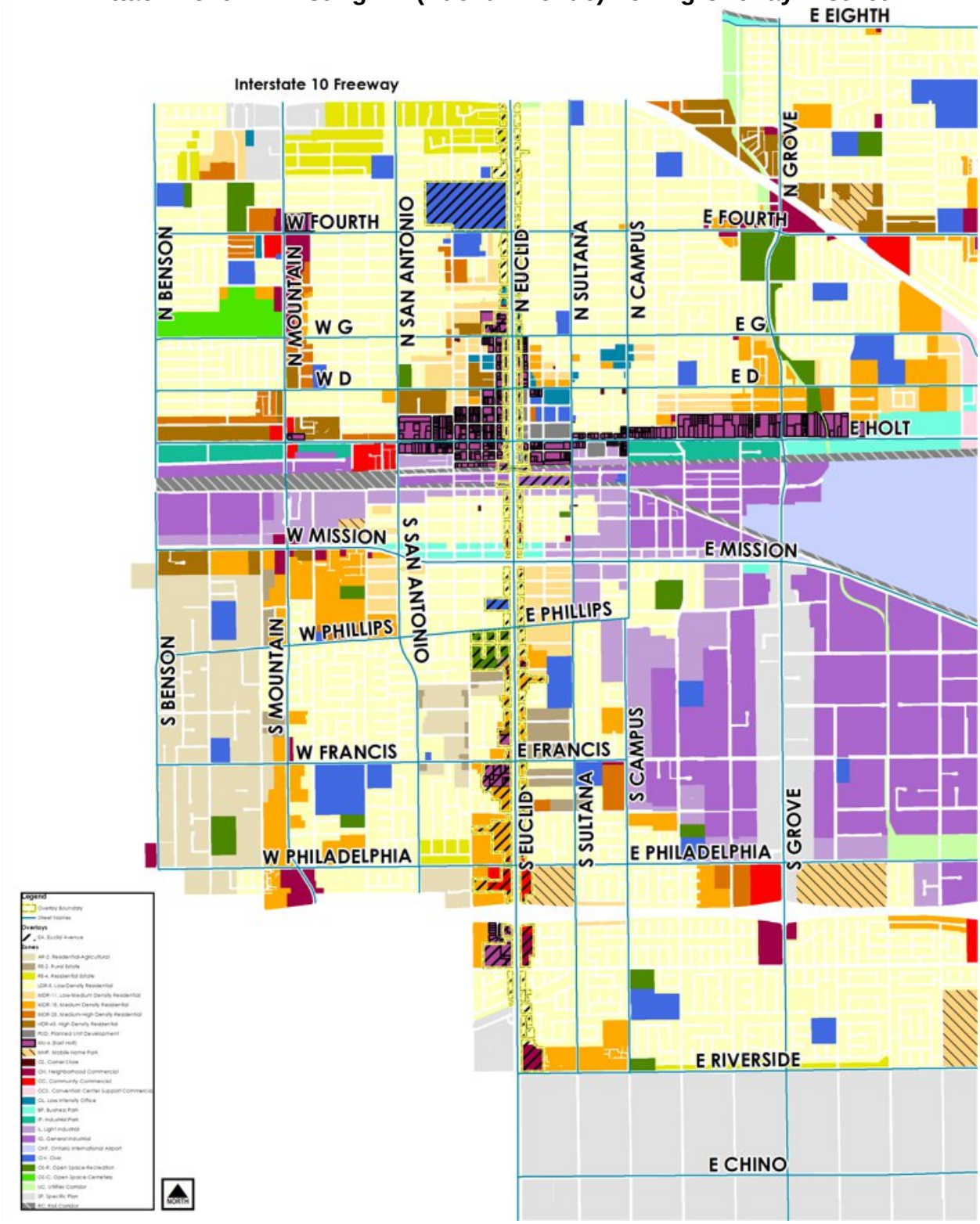
(SEAL)

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

_____
SHELIA MAUTZ, CITY CLERK

(SEAL)

Attachment A: Existing EA (Euclid Avenue) Zoning Overlay District



Attachment B: Proposed EA (Euclid Avenue) Zoning Overlay District

