CITY OF ONTARIO

Regular City Council/Housing Authority Meeting
JANUARY 20, 2026

City Hall
303 East B Street, Ontario, CA 91764

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

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 submit written public comments by email, please send your name, the agenda item you are commenting on, and your comments to publiccomments@ontarioca.gov. The public comment submission window opens at the time the agenda is published and remains open until 4:00 p.m. on the day of the meeting. All comments received during this timeframe will be forwarded to the City Council for consideration before action is taken on the matter and will be entered into the record.

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.

ACCOMMODATIONS

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 5:30 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

Wapner, Bowman, Porada, Macias, 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 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: 0113-281-13 and 0113-281-15; 2400 East Philadelphia Street and 2325 East Riverside Drive; City/Authority negotiator: Scott Ochoa or his designee; Negotiating parties: City of Upland; Under negotiation: Price and terms of payment.

GC 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: APN: 0110-322-08, 0110-322-17, 0110-322-18, 0110-322-21, 0110-322-22, 0110-322-29, 0110-322-30, 0110-322-31; 2501-2653 East Guasti Road and 217-219 North Archibald Avenue; City/Authority negotiator: Scott Ochoa or his designee; Negotiating parties: M-K Associates and Mission Plaza Properties, Inc.; Under negotiation: Price and terms of payment.

GC 54956.95, CONFERENCE WITH LEGAL COUNSEL
San Bernardino Workers' Compensation Appeals Board, EAMS Case No. ADJ11152576

GC 54956.9(d)(1) CONFERENCE WITH LEGAL COUNSEL, EXISTING LITIGATION
Unite Here Local 11 v. City of Ontario, Case No. CIVSB2514995

ATTACHMENT: 20260120 Closed Session.docx

PLEDGE OF ALLEGIANCE

Council Member Porada

INVOCATION

Pastor Fajinmi, Dios International Missionary Church

REPORT ON CLOSED SESSION

City Attorney

PUBLIC COMMENTS 6:30 P.M.

The Public Comment portion of the Council/Housing Authority meeting is limited to 30 minutes. 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. 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.

To submit written public comments by email, please send your name, the agenda item you are commenting on, and your comments to publiccomments@ontarioca.gov. The public comment submission window opens at the time the agenda is published and remains open until 4:00 p.m. on the day of the meeting. All comments received during this timeframe will be forwarded to the City Council for consideration before action is taken on the matter and will be entered into the record.

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.

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1. APPROVAL OF MINUTES

Minutes for the regular meetings of the City Council and Housing Authority of December 2, 2025, and regular meetings of the City Council, Housing Authority and Ontario Public Financing Authority for December 16, 2025, and approving same as on file in the Records Management Department.

ATTACHMENT: 20251202 Meeting Minutes (Not Official Until Approved).docx
ATTACHMENT: 20251216 Meeting Minutes (Not Official Until Approved).docx

2. BILLS & PAYROLL

Bills November 26, 2025 through December 26, 2025, and Payroll November 16, 2025 through December 13, 2025.

3. A MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (SBCTA) AND THE CITY OF ONTARIO FOR REGIONAL EARLY ACTION PLANNING GRANTS PROGRAM (REAP 2.0) FUNDS

That the City Council approve a Funding Agreement between the City of Ontario and the San Bernardino County Transportation Authority (SBCTA) to receive Regional Early Action Planning Grants Program (REAP 2.0) Funds and authorize the City Manager, or his designee, to execute said Agreement and future amendments to the Agreement within the City Council approved budget.

ATTACHMENT: REAP 2.0 MOU Ontario.pdf

4. A CONSTRUCTION CONTRACT WITH K.C. RESTORATION CO., INC. FOR THE EMMONS BUILDING (GRANADA THEATER) HISTORIC REHABILITATION PROJECT PHASE 1

That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to execute Construction Contract No. D&C25-003 with K.C. Restoration Co., Inc., of Gardena, California, for the Emmons Building (Granada Theater) Historic Rehabilitation Project Phase 1 in the amount of $1,087,075 plus a 20% contingency of $217,415 for a total not-to-exceed contract

amount of $1,304,490; and

B. Authorize the City Manager, or his designee, to execute all documents required for the completion of the project which may include, but not limited to, agreements, assessments, easements, reduction of retention accounts, contract amendments within the authorization limits, and filing a notice of completion at the conclusion of all construction-related activities.

ATTACHMENT: KC Restoration - Construction Contract.pdf

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

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

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

ATTACHMENT: 20260120_Comm_Imp_Special_Assessments_for_County_Tax_Rolls_01_RESO_RM.docx
ATTACHMENT: 20260120_Special Assessments^02 - Exhibit A.pdf
ATTACHMENT: 20260120_Special Assessments^03 - Exhibit B.pdf
ATTACHMENT: 20260120_Special Assessments^04 - Exhibit C.pdf

6. AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENTS FOR ON-CALL ELECTRONIC ARCHIVING OF BUILDING PLANS

That the City Council authorize the City Manager, or his designee, to execute Amendment No. 3 to the Professional Services Agreement with OB Reprographics, Inc., increasing the contract amount by $141,375 to a new not-to-exceed amount of $259,218 to complete the electronic archiving of approved building plan sets.

ATTACHMENT: City of Ontario Proposal-OB.pdf
ATTACHMENT: OB Amendment (3).pdf

7. ADOPTION OF ORDINANCE ESTABLISHING HOTEL EMPLOYEE SAFETY REGULATIONS

That the City Council consider and adopt an Ordinance establishing safety regulations for hotel employees.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADOPTING HOTEL EMPLOYEE SAFETY REGULATIONS.

ATTACHMENT: Hotel Safety Ordinance_RM

8. ANNUAL COMPRENHENSIVE FINANCIAL REPORT FOR FISCAL YEAR ENDED JUNE 30, 2025,

AND AB 1600 DEVELOPMENT IMPACT FEE ANNUAL REPORT FOR FISCAL YEAR ENDED JUNE 30, 2025

That the City Council accept the City of Ontario's Annual Comprehensive Financial Report (ACFR) for the Fiscal Year ended June 30, 2025, and the City of Ontario's AB1600 Development Impact Fee (DIF) Annual Report for Fiscal Year ended June 30, 2025.

ATTACHMENT: FY2025 ACFR_Executive Overview Powerpoint.pdf
ATTACHMENT: Annual Comprehensive Financial Report for Fiscal Year Ended June 30, 2025.pdf
ATTACHMENT: AB1600 DIF Annual Report For Fiscal Year Ended June 30, 2025.pdf

9. AUTHORIZE THE PURCHASE OF ELECTRIC VEHICLE CHARGERS WITH BODEV, INC. FOR THE PUBLIC WORKS YARD UTILIZING THE ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT FUNDING

That the City Council authorize the City Manager, or his designee, to approve the purchase and delivery of six AuTel level 2 and two AuTel direct current electric vehicle (EV) chargers from BodEV Inc., of La Habra, California, utilizing the Energy Efficiency and Conservation Block Grant (EECBG) funding from the U.S. Department of Energy (DOE) in the amount of $173,184 plus a 10% contingency for a total not-to-exceed amount of $190,502, consistent with the terms and conditions of the Sourcewell Contract #032824-ELV.

ATTACHMENT: sourcewell Electric Vehicle Contract 032824.pdf
ATTACHMENT: Ontario - Fleet AmpUp (Quote 111225-3D) Labor removed.pdf

10. A RESOLUTION ACCEPTING AN AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES AWARD IN THE AMOUNT OF $30,803,123 FOR THE HOLT AND ALLYN AFFORDABLE RENTAL HOUSING PROJECT

That the City Council adopt a Resolution authorizing the execution of all necessary documents to accept funding totaling $30,803,123 from the Affordable Housing and Sustainable Communities Program for the Holt and Allyn Affordable Rental Housing Project.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, PROCLAIMING THE CITY OF ONTARIO HAS APPLIED TO THE AFFORDABLE HOUSING & SUSTAINABLE COMMUNITIES PROGRAM (AHSC PROGRAM NOFA) THUS DIRECTING THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AND THE STRATEGIC GROWTH COUNCIL TO MAKE A CONDITIONAL COMMITMENT OF FUNDS TO ASSIST ONTARIO AFFORDABLE HOUSING PHASE II.

ATTACHMENT: Resolution_-_Affordable_Housing___Sustainable_Communities_Program_-_Ontario_Affordable_Housing_Phase_II_RM.docx
ATTACHMENT: AHSC Application Workbook
ATTACHMENT: New Grant Award Form - AHSC - signed 1.pdf
ATTACHMENT: HCD Final Project Report - Ontario II (executed).pdf
ATTACHMENT: AHSC R9 Conditional Award letter - Ontario Affordable Housing Phase II Executed.pdf

11. PRE-AUTHORIZED LIST OF VENDORS TO PROVIDE SPECIALIZED COMPUTER AND NETWORK EQUIPMENT AND SERVICES

That the City Council authorize the City Manager, or his designee, to execute a pre-authorized vendor list to provide computer and network hardware and services to maintain and support the City's technology infrastructure.

12. A LICENSE AGREEMENT FOR MICROSOFT 365 SUBSCRIPTION WITH CRAYON SOFTWARE EXPERTS LLC

That the City Council authorize the City Manager, or his designee, to execute a three-year License Agreement with Crayon Software Experts LLC, of Dallas, Texas, for a Citywide Microsoft 365 Subscription, in an amount not-to-exceed $2,203,338.

ATTACHMENT: Crayon Software Experts LLC - County of Riverside 8084445 11.01.2024 to 10.31.2027 12182026.pdf
ATTACHMENT: City of Ontario Renewal Quote 12032025.pdf
ATTACHMENT: Crayon_Microsoft Program Signature Form.pdf
ATTACHMENT: Crayon_Microsoft Enterprise Enrollment Agreement.pdf

13. ORDINANCES ADDING CHANGES TO CHAPTERS 18 AND 19 OF TITLE 8 OF THE ONTARIO MUNICIPAL CODE

That the City Council consider and adopt:

A. An Ordinance adding Chapter 18 of Title 8 of The Ontario Municipal Code Pertaining to a Seismic Safety Mitigation Program for Unreinforced Masonry Buildings.
B. An Ordinance adding Chapter 19 of Title 8 of The Ontario Municipal Code Pertaining to mandatory Seismic Strengthening provisions for existing wood-frame buildings with soft, weak or open-front wall.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADDING PURSUANT TO AN EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, CHAPTER 18 OF TITLE 8 OF THE ONTARIO MUNICIPAL CODE PERTAINING TO A SEISMIC SAFETY MITIGATION PROGRAM FOR UNREINFORCED MASONRY BUILDINGS, AND MAKING FINDINGS IN SUPPORT THEREOF.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADDING PURSUANT TO AN EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, CHAPTER 19 OF TITLE 8 OF THE ONTARIO MUNICIPAL CODE PERTAINING TO MANDATORY SEISMIC STRENGTHENING PROVISIONS FOR EXISTING WOOD-FRAME BUILDINGS WITH SOFT, WEAK OR OPEN-FRONT WALL, AND MAKING FINDINGS IN SUPPORT THEREOF.

ATTACHMENT: 20251216 - URM Ordinance Address Index - Exhibit A.pdf

ATTACHMENT: URM_ORDINANCE_01_ORD_RM
ATTACHMENT: SOFT_STORY_ORDINANCE_02_ORD_RM
ATTACHMENT: 20251216 - Soft Story Ordinance Address Index - Exhibit B.pdf
ATTACHMENT: 20251216 - URM Ordinance Address Map - Exhibit A-1.pdf
ATTACHMENT: 20251216 - Soft Story Ordinance Address Map - Exhibit B-1.pdf

14. AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH RMA GROUP FOR ON-CALL GEOTECHNICAL CONSULTING AND MATERIALS TESTING SERVICES FOR THE VINEYARD PARKING STRUCTURE AND PROFESSIONAL BASEBALL STADIUM PROJECT

That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to execute Amendment No. 3 to the Professional Services Agreement with RMA Group, of Rancho Cucamonga, California, to provide on-call geotechnical consulting and materials testing services for the Vineyard Parking Structure and Professional Baseball Stadium Projects in the amount of $1,946,145 for a total not-to-exceed contract amount of $5,386,245 and extend the contract term to May 2, 2028; and
B. Authorize the City Manager, or his designee, to execute all documents required for the completion of the project which may include, but not limited to, agreements, assessments, easements, reduction of retention accounts, contract amendments within the authorization limits, and filing a notice of completion at the conclusion of all construction-related activities.

ATTACHMENT: RMA Group - Amendment No. 3.pdf

15. AMENDMENTS TO THE PROFESSIONAL SERVICES AGREEMENT WITH AMERICAN THREAT ASSESSMENT CONSULTING, INC. FOR THE DE ANZA PARK RENOVATION PROJECT

That the City Council take the following actions:

a. Authorize the City Manager, or his designee, to execute Amendment No. 12 to the Maintenance Services Agreement with American Threat Assessment Consulting, Inc. (A.T.A.C), of Rancho Cucamonga, California, for the De Anza Park Renovation Project in the amount of $588,496 for a total not-to-exceed contract amount of $3,153,388; and
b. Authorize the City Manager, or his designee, to execute Amendment No. 13 to the Maintenance Services Agreement with A.T.A.C, of Rancho Cucamonga, California, for the Fleet Services Shop Camera Installation in the amount of $25,070 for a total not-to-exceed contract amount of $3,178,458; and
c. Authorize the City Manager, or his designee, to execute all documents required for the completion of the project which may include, but not limited to, agreements, assessments, easements, reduction of retention accounts, contract amendments within the authorization limits, and filing a notice of completion at the conclusion of all construction-related activities.

ATTACHMENT: ATAC - Amendment No. 12.pdf
ATTACHMENT: ATAC - Amendment 13.pdf

16. AN AMENDMENT TO THE DESIGN SERVICES AGREEMENT WITH HMC ARCHITECTS FOR ON-CALL ARCHITECTURAL SERVICES AND AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN ASSOCIATES, INC. FOR THE PREPARATION OF THE ENVIRONMENTAL IMPACT REPORT FOR THE MUNICIPAL SERVICES CENTER RELOCATION PROJECT

That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to execute Amendment No. 8 to the Design Services Agreement with HMC Architects, of Ontario, California, to provide on-call architectural services for the Municipal Services Center Relocation Project in the amount of $13,566,326 for a total not-to-exceed contract amount of $33,501,466; and
B. Authorize the City Manager, or his designee, to execute Amendment No. 1 to the to the Professional Services Agreement with Kimley-Horn Associates, Inc., of Riverside, California, for the preparation of the Environmental Impact Report (EIR) in the amount of $504,450, plus a 10% contingency of $50,445, increasing the total contract amount by $554,895, for a total not-to-exceed contract amount of $1,007,215 and extend the contract term to June 30, 2027; and
C. Authorize the City Manager, or his designee, to execute all documents required for the completion of the project which may include, but not limited to, agreements, assessments, easements, reduction of retention accounts, contract amendments within the authorization limits, and filing a notice of completion at the conclusion of all construction-related activities.

ATTACHMENT: HMC Architects - Amendment No. 8.pdf
ATTACHMENT: Kimley-Horn Associates - Amendment No. 1.pdf

17. A MAINTENANCE SERVICES AGREEMENT WITH CLEAN HARBORS ENVIRONMENTAL SERVICES INC. FOR FIREARM RANGE MAINTENANCE AND BIOHAZARD REMEDIATION SERVICES

That City Council authorize the City Manager, or his designee, to execute a Maintenance Services Agreement for up to five years with Clean Harbors Environmental Services Inc. of Norwell, MA, for firearm range maintenance and biohazard remediation services for a total not-to-exceed agreement amount of $288,047.

ATTACHMENT: Maintenance_Services_Agreement.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.

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18. ORDINANCES APPROVING THE 2024 INTERNATIONAL FIRE CODE AND THE 2025 CALIFORNIA BUILDING AND FIRE CODES ADOPTED BY THE CALIFORNIA BUILDING

STANDARDS COMMISSION IN THE CALIFORNIA CODE OF REGULATIONS

That the City Council adopt:

A. An Ordinance amending Chapter 4 of Title 4 of the Ontario Municipal Code, adopting by reference with certain amendments, the 2025 California Fire Code and the 2024 International Fire Code;
B. An Ordinance amending Chapters 1, 2, 3, 4, 5, 6, 7, 10, 11, 12, and 14 of title 8 of the Ontario Municipal Code, adopting by reference the 2025 Edition of the California Building Standards Code.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AMENDING CHAPTER 4 OF TITLE 4 OF THE ONTARIO MUNICIPAL CODE; ADOPTING BY REFERENCE WITH CERTAIN AMENDMENTS, ADDITIONS, DELETIONS, AND CHANGES THERETO, THE 2025 CALIFORNIA FIRE CODE AND THE 2024 INTERNATIONAL FIRE CODE.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AMENDING CHAPTERS 1, 2, 3, 4, 5, 6, 7, 10, 11, 12, AND 14 OF TITLE 8 OF THE ONTARIO MUNICIPAL CODE, ADOPTING BY REFERENCE THE 2025 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE, INCORPORATING THE 2025 CALIFORNIA ADMINISTRATIVE CODE, THE 2025 CALIFORNIA BUILDING CODE, THE 2025 CALIFORNIA MECHANICAL CODE, THE 1997 CALIFORNIA HOUSING CODE, THE 2025 CALIFORNIA ELECTRICAL CODE, THE 2025 CALIFORNIA RESIDENTIAL CODE, THE 2025 CALIFORNIA PLUMBING CODE, THE 2025 CALIFORNIA ENERGY CODE, THE 2024 INTERNATIONAL PROPERTY MAINTENANCE CODE, THE 2025 CALIFORNIA GREEN BUILDING STANDARDS CODE, THE 2025 HISTORIC BUILDING CODE, 2025 CALIFORNIA EXISTING BUILDING CODE, AND THE 2025 CALIFORNIA REFERENCED STANDARDS, TOGETHER WITH CERTAIN AMENDMENTS THERETO.

ATTACHMENT: 2025_Building_Ordinance_RM__2___1___1_.docx
ATTACHMENT: 2025_Building___Fire_Ordinance_01__2___1___1_RM.docx

19. A RESOLUTION TO ESTABLISH NEW COMMERCIAL/ENTERPRISE AND WHOLESALE FEES FOR USE OF ONTARIONET'S FIBER OPTIC NETWORK

That the City Council adopt a resolution to modify its schedule of broadband fees, including the maximum and minimum rates that OntarioNet may charge commercial/enterprise and wholesale customers to access and use OntarioNet's fiber optic network to connect to the Internet and to obtain communications services, upon the recommendation of the City Manager, and to delegate authority to the City Manager to negotiate contract rates with large commercial customers and wholesale customers within those established ranges, and to set all the other terms, conditions and policies applicable to commercial/enterprise and wholesale customer access and use of OntarioNet's fiber optic network and related services.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADOPTING COMMERCIAL/ENTERPRISE AND WHOLESALE FEES FOR USE OF THE ONTARIONET FIBER OPTIC NETWORK AND OTHER ASSOCIATED LOCAL GOVERNMENT PROPERTY.

ATTACHMENT: Resolution_Adopting_OntarioNet_Rates_-_Ontario__2026__updated-c1_v2_RM.docx

20. AN APPEAL OF THE PLANNING COMMISSION'S DECISION APPROVING FILE NO. PDEV25-007

That the City Council conduct a public hearing on the appeal, and after receiving public testimony, partially grant and partially deny the appeal, and set aside the Planning Commission's approval of the Development Plan and adoption of the Addendum to the Sports Complex EIR. Staff recommends that the City Council:

1. Deny the Appeal as to Claims #2 and #3;
2. Grant the Appeal as to Claims #1 and #4;
3. Set aside the Planning Commission's adoption of the Sports Complex EIR Addendum and approval of the Development Plan; and
4. Confirm that consideration of approval of the Sports Complex Hotel Development Plan can proceed only if the City Council has approved, pursuant to the adoption of the Addendum to the Sports Complex EIR, the Amended and Restated Disposition and Development Agreement.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, PARTIALLY APPROVING AN APPEAL OF THE PLANNING COMMISSION DECISION APPROVING FILE NO. PDEV25-007.

ATTACHMENT: Partially_Granting_Appeal_of_PDEV25-007_RESO_RM.docx
ATTACHMENT: Exhibit A - Response to Comments Memo.pdf
ATTACHMENT: PDEV25-007 PC Back-up.pdf

21. A RESOLUTION APPROVING CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY REVENUE BONDS UP TO $100 MILLION FOR FINANCING AND REFINANCING A COMMERCIAL HOTEL PROJECT IN ONTARIO

That the City Council adopt a resolution to approve the issuance by California Statewide Communities Development Authority ("CSCDA") of one or more series of revenue bonds, from time to time, in an aggregate principal amount not to exceed $100,000,000 for the purpose of financing and refinancing the acquisition, construction, rehabilitation, improvement and equipping of a commercial hotel and related facilities owned by National Community Renaissance of California or its affiliates, and certain other matters relating thereto.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING THE ISSUANCE BY CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY OF ONE OR MORE SERIES OF REVENUE BONDS, FROM TIME TO TIME, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $100,000,000 FOR THE PURPOSE OF FINANCING AND REFINANCING THE ACQUISITION, CONSTRUCTION, REHABILITATION, IMPROVEMENT AND EQUIPPING OF A COMMERCIAL HOTEL AND RELATED FACILITIES OWNED BY NATIONAL COMMUNITY RENAISSANCE OF CALIFORNIA OR ITS AFFILIATES, AND CERTAIN OTHER MATTERS RELATING THERETO.

ATTACHMENT: TEFRA Resolution-CSCDA NCORE Ontario Hotel RESO RM

ADMINISTRATIVE REPORTS/DISCUSSION/ACTION

22. CONSIDER APPROVAL, PURSUANT TO THE ADOPTION OF AN ADDENDUM TO THE CERTIFIED FINAL ENVIRONMENTAL IMPACT REPORT FOR THE ONTARIO REGIONAL SPORTS COMPLEX (SCH NO. 2023110328), OF AN AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ONTARIO AND ONTARIO RANCH HOTELS, LLC. FOR THE DEVELOPMENT OF A HOTEL FEATURING 226-GUEST ROOMS AT THE SOUTHEAST CORNER OF EAST RIVERSIDE DRIVE AND ONTARIO AVENUE

That the City Council ("City") consider and adopt a Resolution approving:

A. Adopting an Addendum to the Certified Final Environmental Impact Report for the Ontario Regional Sports Complex (SCH No. 2023110328), certified by the City Council on July 16, 2024; and
B. Approving the Amended and Restated Disposition and Development Agreement ("Agreement") between the City of Ontario and Ontario Ranch Hotels, LLC. ("Developer") (on file with the Records Management Department; and
C. Authorizing the City Manager, or his designee, to sign all documents necessary to implement the Agreement

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING, PURSUANT TO THE ADOPTION OF AN ADDENDUM TO THE CERTIFIED FINAL ENVIRONMENTAL IMPACT REPORT FOR THE ONTARIO REGIONAL SPORTS COMPLEX (SCH NO. 2023110328), OF AN AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ONTARIO AND ONTARIO RANCH HOTELS, LLC. FOR THE DEVELOPMENT OF A HOTEL FEATURING 226-GUEST ROOMS AT THE SOUTHEAST CORNER OF EAST RIVERSIDE DRIVE AND ONTARIO AVENUE.

ATTACHMENT: Sport Empire Hotel Amended and Restated DDA 01 RESO RM
ATTACHMENT: Exhibit A to Reso Sports Empire Hotel Amended Restated DDA 02
ATTACHMENT: Exhibit B to Reso Sports Empire Amended and Restated DDA 03

23. A RESOLUTION FINDING THE ONTARIO AIRPORT HOTEL AND CONFERENCE CENTER PROJECT SERVES THE PUBLIC INTEREST AND MAKING RELATED CEQA FINDINGS

That the City Council adopt a Resolution finding the redevelopment, improvement and continued operation of the Ontario Airport Hotel & Conference center, located at 700 North Haven Avenue, Ontario, San Bernardino county, California 91764 by Core Hotel Venture, LLC, National Community Renaissance of California ("national core") and/or an affiliate of National Core will lessen the City's burdens, will further the goals and purposes of the City, and is in the common interest of the City and its residents); making certain CEQA findings in connection therewith.

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

REDEVELOPMENT, IMPROVEMENT AND CONTINUED OPERATION OF THE ONTARIO AIRPORT HOTEL & CONFERENCE CENTER, LOCATED AT 700 NORTH HAVEN AVENUE, ONTARIO, SAN BERNARDINO COUNTY, CALIFORNIA 91764 BY CORE HOTEL VENTURE, LLC, NATIONAL COMMUNITY RENAISSANCE OF CALIFORNIA ("NATIONAL CORE") AND/OR AN AFFILIATE OF NATIONAL CORE WILL LESSEN THE CITY'S BURDENS, WILL FURTHER THE GOALS AND PURPOSES OF THE CITY, AND IS IN THE COMMON INTEREST OF THE CITY AND ITS RESIDENTS); MAKING CERTAIN CEQA FINDINGS IN CONNECTION THEREWITH.

ATTACHMENT: National_CORE_-_Proposed_City_Resolution_4898-4643-6486_v.2-c1-Planning_Ceqa_RM.docx

STAFF MATTERS

City Manager Ochoa

COUNCIL MATTERS

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

ADJOURNMENT

CITY OF ONTARIO
CLOSED SESSION REPORT
City Council // Housing Authority // Other // *(GC 54957.1)*
January 20, 2026

ROLL CALL: Wapner _, Bowman _, Porada _, Macias _, Mayor / Chairman Leon _.

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

In attendance: Wapner _, Bowman _, Porada _, Macias _, Mayor / Chairman Leon _.

- GC 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS
  Property: APN: 0113-281-13 and 0113-281-15; 2400 East Philadelphia Street and 2325 East Riverside Drive; City/Authority negotiator: Scott Ochoa or his designee; Negotiating parties: City of Upland; Under negotiation: Price and terms of payment.

No Reportable Action	Continue	Approved
/ /	/ /	/ /

Disposition: _____

In attendance: Wapner _, Bowman _, Porada _, Macias _, Mayor / Chairman Leon _.

- GC 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS
  Property: APN: 0110-322-08, 0110-322-17, 0110-322-18, 0110-322-21, 0110-322-22, 0110-322-29, 0110-322-30,0110-322-31; 2501-2653 East Guasti Road and 217-219 North Archibald Avenue; City/Authority negotiator: Scott Ochoa or his designee; Negotiating parties: M-K Associates and Mission Plaza Properties, Inc.; Under negotiation: Price and terms of payment.

No Reportable Action	Continue	Approved
/ /	/ /	/ /

Disposition: _____

CITY OF ONTARIO
CLOSED SESSION REPORT
City Council // Housing Authority // Other // *(GC 54957.1)*
January 20, 2026
(Continued)

ROLL CALL: Wapner _, Bowman _, Porada _, Macias _, Mayor / Chairman Leon _.

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

In attendance: Wapner _, Bowman _, Porada _, Macias _, Mayor / Chairman Leon _.

- GC 54956.95, CONFERENCE WITH LEGAL COUNSEL
  San Bernardino Workers' Compensation Appeals Board, EAMS Case No. ADJ11152576

No Reportable Action	Continue	Approved
/ /	/ /	/ /

Disposition: _____

In attendance: Wapner _, Bowman _, Porada _, Macias _, Mayor / Chairman Leon _.

- GC 54956.9(d)(1) CONFERENCE WITH LEGAL COUNSEL, EXISTING LITIGATION
  Unite Here Local 11 v. City of Ontario, Case No. CIVSB2514995

No Reportable Action	Continue	Approved
/ /	/ /	/ /

Disposition: _____

Reported by:

_____
City Attorney / City Manager / Executive Director

ONTARIO CITY COUNCIL/
ONTARIO HOUSING AUTHORITY/
MINUTES
DECEMBER 2, 2025
(Not Official Until Approved)

JOINT MEETINGS

The regular meetings of the Ontario City Council and Housing Authority were held on Tuesday, December 2, 2025, at Ontario City Hall, 303 E. B Street Ontario, California.

OPEN MEETING CALLED TO ORDER

Mayor Leon called the joint meetings to order at 6:03 p.m.

ROLL CALL

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

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

INFORMATION RELATIVE TO POSSIBLE CONFLICTS OF INTEREST

Mayor pro Tem Wapner announced a conflict with a portion of Item No. 10.

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, noting his request to remove one of the listed items:

GC 54956.9 (d) (1), CONFERENCE WITH LEGAL COUNSEL, EXISTING LITIGATION: Robles, et al. v. City of Ontario et al., Case No. CIVDS2007038

The item was removed and Mayor Leon recessed to Closed Session at 6:06 p.m. to consider the following:

GC 54956.9 (d) (1), CONFERENCE WITH LEGAL COUNSEL, EXISTING LITIGATION: David Villalobos: D.V., a minor by and through is GAL Griselda Viera v. City of Ontario, United States District Court, Los Angeles, Case No. 5:25-cv-00384-CV-SHK

GC 54956.9 (d) (1), CONFERENCE WITH LEGAL COUNSEL, EXISTING LITIGATION: Princessa Kemp; Estate of Kirk Kemp, by and thru its successor-in-Interest, Princessa Kemp; Jonathan Kemp, et al v. City of Ontario, Ontario Police Department, County of San Bernardino and Does 1-25, Inclusive; location, Case No. 2PSCV02059

OPEN MEETING CALLED TO ORDER

Mayor Leon reconvened the meetings at 6:35 p.m. for the regular session.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor pro Tem Wapner.

INVOCATION

Invocation was led by Maribel Zacapa from Iglesia de Dios de la Profecia.

REPORT ON CLOSED SESSION

City Attorney Duran announced there was no reportable action and confirmed the removed item was not discussed.

PUBLIC COMMENT

Assistant City Clerk Isbell announced one written comment:
Anthony Pace, regarding traffic concerns.

Mayor Leon called upon the first speaker:
Nancy Bumstead, spoke regarding the Mural Fest and recognized Council Member Porada and the owners of local business Holt x Palm for their work on the event.
Roxanna Gracia, spoke regarding the Wellness Center and extended an invitation to upcoming holiday events on behalf of Assemblymember Michelle Rodriguez.
Loree Masonis, spoke regarding sanctuary jurisdictions.
Kizzee, spoke regarding the Wellness Center and community concerns.
Robert Vivar, spoke regarding Immigration and Customs Enforcement concerns.
Brandy Rodriguez, read a bible excerpt.
Marty McBride, spoke regarding the Next Era energy storage facility.

AGENDA REVIEW/ANNOUNCEMENTS

City Manager Ochoa had no announcements.

CONSENT CALENDAR

MOTION: Moved by Council Member Porada, seconded by Council Member Macias and carried by a unanimous vote of 5-0, to approve the consent calendar as presented.

1. BILLS & PAYROLL

Approved Bills October 31, 2025 through November 13, 2025, in the amount of $29,428,228.33 and Payroll October 19, 2025, through November 1, 2025, in the amount of $6,207.857.48.

2. RESOLUTIONS UPDATING AUTHORIZED DEPUTY CITY TREASURERS AND THE UPDATED INVESTMENT POLICY

The City Council adopted Resolutions rescinding Resolution Nos. 2024-202 and 2024-203 and amended the list of Deputy City Treasurers authorized to invest City funds in the Local Agency Investment Fund (LAIF) and other eligible investment securities, and approved the update to the City of Ontario's Investment Policy.

RESOLUTION NO. 2025-171 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, PROVIDING FOR THE INVESTMENT OF INACTIVE FUNDS IN THE LOCAL AGENCY INVESTMENT FUND OF THE CALIFORNIA STATE TREASURY AND HEREBY RESCINDING RESOLUTION NO. 2024-202.

RESOLUTION NO. 2025-172 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AUTHORIZING THE INVESTMENT OF CITY FUNDS AND HEREBY RESCINDING RESOLUTION NO. 2024-203.

3. A RESOLUTION DECLARING CITY OWNED PROPERTY SURPLUS LAND PURSUANT TO GOVERNMENT CODE 54221, APPROVING THE NOTICE OF AVAILABILITY, AND FINDING THAT SUCH DECLARATION IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

The City Council adopted a Resolution declaring the property located at a portion of 4000 East Ontario Center (Lot E) and 3737 East Concours Street (Lot H) identified with Assessor’s Parcel Numbers 210-205-20 and 210-204-36 as surplus land, approving the Notice of Availability, finding that such declaration is exempt from the California Environmental Quality Act pursuant to Section 15060(C)(3) of the State CEQA Guidelines and directed Staff to issue a Notice of Exemption.

RESOLUTION NO. 2025-173 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, MAKING FINDINGS AND DECLARING, PURSUANT TO GOVERNMENT CODE SECTION 54221, THAT CERTAIN REAL PROPERTY LOCATED AT A PORTION OF 4000 E. ONTARIO CENTER (LOT E) AND 3737 E. CONCOURS STREET (LOT H), IDENTIFIED WITH ASSESSOR'S PARCEL NUMBERS 210-205-20 AND 210-204-36, IS SURPLUS LAND, APPROVING THE NOTICE OF AVAILABILITY THEREFORE, AUTHORIZING THE CITY MANAGER TO COMPLY WITH THE SURPLUS LAND ACT AND TAKING RELATED ACTIONS, FINDING THAT SUCH DECLARATION IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO SECTION 15060(C)(3) OF THE STATE CEQA

GUIDELINES AND DIRECTING STAFF TO ISSUE A NOTICE OF EXEMPTION.

4. A RESOLUTION DECLARING PURSUANT TO GOVERNMENT CODE SECTION 54221 THAT REAL PROPERTY OWNED BY THE CITY IS EXEMPT SURPLUS LAND, AND FINDING THAT SUCH DECLARATION IS NOT A PROJECT SUBJECT TO ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

The City Council adopted a Resolution declaring the property located at 315-325 West D Street identified with Assessor's Parcel Numbers 1048-576-01 through 1048-576-02, as exempt surplus land and finding that such declaration is not a project subject environmental review under the California Environmental Quality Act.

RESOLUTION NO. 2025-174 A RESOLUTION OF THE CITY COUNCIL OF CITY OF ONTARIO, CALIFORNIA DECLARING PURSUANT TO GOVERNMENT CODE SECTION 54221 THAT REAL PROPERTY OWNED BY THE CITY COMMONLY REFERRED TO AS 315-325 WEST D STREET (APNS 1048-576-01 THROUGH 1048-576-02) IS EXEMPT SURPLUS LAND, AND FINDING THAT SUCH DECLARATION IS NOT A PROJECT SUBJECT TO ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

5. AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH KIDMAN GAGEN LAW, LLP, FOR CONSULTING AND LEGAL SERVICES

The City Council authorized the City Manager, or his designee, to execute Amendment No. 1 to the Professional Services Agreement with Kidman Gagen Law, LLP, of Irvine, California, for consulting and legal services in the amount of $150,000 for a total not-to-exceed amount of $300,000.

6. AN AMENDMENT TO THE GOODS AND SERVICES AGREEMENT WITH INFO-COM BUSINESS PRODUCTS FOR THE PURCHASE AND INSTALLATION OF VARIOUS INFORMATION TECHNOLOGY AND FIELD EQUIPMENT FOR THE PROFESSIONAL BASEBALL STADIUM PROJECT

The City Council took the following actions:

A. Authorized the City Manager, or his designee, to execute Amendment No. 1 to the Goods and Services Agreement with Margaret C. Pett, Inc. DBA Info-Com Business Products (Info-Com), of Altadena, California, for the purchase and installation of various Information Technology (IT) and field equipment for the Professional Baseball Stadium project in the amount of $10,567,226 for a total contract amount of $13,505,373 plus a 5% contingency of $528,361 for a total not-to-exceed contract amount of $14,327,549, which includes a previously approved contingency amount of $293,815; and
B. Authorized the City Manager, or his designee, to execute all documents required for the completion of the project which may include, but not limited to, agreements, assessments, easements, reduction of retention accounts,

contract amendments within the authorization limits, and filing a notice of completion at the conclusion of all construction-related activities.

PUBLIC HEARINGS

7. A PUBLIC HEARING TO CONSIDER AN ADDENDUM TO THE ONTARIO PLAN 2050 SUPPLEMENTAL ENVIRONMENTAL IMPACT REPORT FOR A GENERAL PLAN AMENDMENT (FILE NO. PGPA25-001) TO THE ONTARIO PLAN 2050 (TECHNICAL AMENDMENT)

The City Council conducted a public hearing and approved:

A. An Addendum to The Ontario Plan (TOP) 2050 Supplemental Environmental Impact Report (State Clearinghouse No. 2021070364), certified by the City Council on August 16, 2022; and
B. The General Plan Amendment (File No. PGPA25-001), a Technical Amendment to The Ontario Plan (TOP) 2050.

RESOLUTION NO. 2025-175 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING AN ADDENDUM TO THE ONTARIO PLAN 2050 SUPPLEMENTAL ENVIRONMENTAL REPORT, PURSUANT TO THE REQUIREMENTS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AS AMENDED, FOR FILE NO. PGPA25-001.

RESOLUTION NO. 2025-176 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PGPA25-001 A GENERAL PLAN AMENDMENT TO THE ONTARIO PLAN 2050 POLICY PLAN (GENERAL PLAN) INVOLVING THE MOBILITY, SAFETY, ENVIRONMENTAL RESOURCES, AND PARKS & RECREATION ELEMENTS. THE AMENDMENT WOULD: [1] UPDATE THE MOBILITY ELEMENT TO REVISE TRUCK ROUTE DESIGNATIONS AND ADD EVACUATION-RELATED POLICIES; [2] CONFIRM THAT EXISTING POLICY PLAN POLICIES SATISFY REQUIREMENTS FOR EQUITABLE ACCESS TO OPEN SPACE, CLIMATE RESILIENCE, AND REWILDING OPPORTUNITIES; [3] UPDATE THE SAFETY ELEMENT TO INCORPORATE THE 2023 LOCAL HAZARD MITIGATION PLAN AND 2024 EVACUATION ASSESSMENT, ADD EVACUATION AND EXTREME HEAT POLICIES, AND UPDATE HAZARD MAPPING; AND [4] UPDATE THE ENVIRONMENTAL RESOURCES ELEMENT TO REFINE IDENTIFICATION OF ENVIRONMENTAL JUSTICE AREAS AND UPDATE THE PARKS & RECREATION ELEMENT TO REFLECT THE ONTARIO SPORTS EMPIRE AND MAKING FINDINGS IN SUPPORT THEREOF — CITYWIDE. (SEE ATTACHMENTS 1 AND 2) (PART OF CYCLE 2 FOR THE 2025 CALENDAR YEAR).

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

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

for Council discussion.

MOTION: Moved by Council Member Bowman, seconded by Council Member Porada, and carried by a unanimous vote of 5-0, to adopt Resolution Nos. 2025-175 and 2025-176.

8. INTRODUCTION OF ORDINANCES ADOPTING THE 2025 CALIFORNIA BUILDING STANDARDS CODE AND LOCAL AMENDMENTS

The City Council conducted a public hearing and took the following actions:

A. Introduced and waived further reading of an Ordinance amending Chapter 4 of Title 4 of the Ontario Municipal Code, adopting by reference with certain amendments, the 2025 California Fire Code and the 2024 International Fire Code;
B. Introduced and waived further reading of an Ordinance amending Chapters 1, 2, 3, 4, 5, 6, 7, 10, 11, 12, and 14 of title 8 of the Ontario Municipal Code, adopting by reference the 2025 Edition of the California Building Standards Code;
C. Set a public hearing for January 20, 2026 regarding the proposed Ordinances.

ORDINANCE NO. 3320 (FIRST READING) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AMENDING CHAPTER 4 OF TITLE 4 OF THE ONTARIO MUNICIPAL CODE; ADOPTING BY REFERENCE WITH CERTAIN AMENDMENTS, ADDITIONS, DELETIONS, AND CHANGES THERETO, THE 2025 CALIFORNIA FIRE CODE AND THE 2024 INTERNATIONAL FIRE CODE.

ORDINANCE NO. 3321 (FIRST READING) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AMENDING CHAPTERS 1, 2, 3, 4, 5, 6, 7, 10, 11, 12, AND 14 OF TITLE 8 OF THE ONTARIO MUNICIPAL CODE, ADOPTING BY REFERENCE THE 2025 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE, INCORPORATING THE 2025 CALIFORNIA ADMINISTRATIVE CODE, THE 2025 CALIFORNIA BUILDING CODE, THE 2025 CALIFORNIA MECHANICAL CODE, THE 1997 CALIFORNIA HOUSING CODE, THE 2025 CALIFORNIA ELECTRICAL CODE, THE 2025 CALIFORNIA RESIDENTIAL CODE, THE 2025 CALIFORNIA PLUMBING CODE, THE 2025 CALIFORNIA ENERGY CODE, THE 2024 INTERNATIONAL PROPERTY MAINTENANCE CODE, THE 2025 CALIFORNIA GREEN BUILDING STANDARDS CODE, THE 2025 HISTORIC BUILDING CODE, 2025 CALIFORNIA EXISTING BUILDING CODE, AND THE 2025 CALIFORNIA REFERENCED STANDARDS, TOGETHER WITH CERTAIN AMENDMENTS THERETO.

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

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

for Council discussion.

MOTION: Moved by Council Member Bowman, seconded by Council Member Macias, and carried by a unanimous vote of 5-0, to introduce Ordinance Nos. 3320 and 3321.

MOTION: Moved by Council Member Bowman, seconded by Council Member Macias, and carried by a unanimous vote of 5-0, to set a public hearing for January 20, 2026, regarding the proposed Ordinances.

9. A PUBLIC HEARING TO CONSIDER ADOPTING A RESOLUTION OF NECESSITY OF THE CITY OF ONTARIO PURSUANT TO THE ONTARIO CENTER SPECIFIC PLAN ENVIRONMENTAL IMPACT REPORT 88-2 (STATE CLEARINGHOUSE #80062538) FOR THE ACQUISITION BY EMINENT DOMAIN OF A FEE SIMPLE INTEREST IN CERTAIN REAL PROPERTY LOCATED AT THE SOUTHWEST CORNER OF EAST CONCOURS STREET AND MERCEDES LANE, IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA AND MORE PARTICULARLY DESCRIBED AS ASSESSOR'S PARCEL NUMBER 0210-204-04, FOR THE PUBLIC PARKING FACILITIES FOR THE TOYOTA ARENA PROJECT, IN ONTARIO, CALIFORNIA

The City Council conducted a public hearing and took the following actions:

A. Considered adopting, pursuant to the Ontario Center Specific Plan Environmental Impact Report 88-2 (State Clearinghouse #80062538), a Resolution of Necessity for the City of Ontario's public parking facilities for the Toyota Arena Project and provided each party with an interest in the affected property, their attorneys or representatives an opportunity to be heard on the issues relevant to the Resolution of Necessity.
B. Made the following findings:
   i. The public interest and necessity require the proposed project.
   ii. The project is planned or located in a manner that will be most compatible with the greatest public good and the least private injury.
   iii. The real property to be acquired is necessary for the project.
   iv. The offers of just compensation have been made to the property owners.
C. Adopted a Resolution of Necessity declaring that the acquisition by eminent domain of a fee simple interest in certain real property located at the southeast corner of East Concours Street and Mercedes Lane, more particularly described as Assessor's Parcel Number 0210-204-04 (the "Property") is necessary for the public parking facilities for the Toyota Arena Project in Ontario, California (the "Project").

RESOLUTION NO. 2025-177 A RESOLUTION OF NECESSITY OF THE COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, PURSUANT TO THE ONTARIO CENTER SPECIFIC PLAN ENVIRONMENTAL IMPACT REPORT 88-2 (STATE

CLEARINGHOUSE #80062538) FOR THE ACQUISITION BY EMINENT DOMAIN OF A FEE SIMPLE INTEREST IN CERTAIN REAL PROPERTY LOCATED AT THE SOUTHWEST CORNER OF EAST CONCOURS STREET AND MERCEDES LANE, IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA AND MORE PARTICULARLY DESCRIBED AS ASSESSOR'S PARCEL NUMBER 0210-204-04, FOR THE PUBLIC PARKING FACILITIES FOR THE TOYOTA ARENA PROJECT, IN ONTARIO, CALIFORNIA.

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

Mayor Leon called on Legal Counsel, Guillermo Frias to provide background information.

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 Mayor pro Tem Wapner, seconded by Council Member Macias, and carried by a unanimous vote of 5-0, to adopt Resolution No. 2025-177.

ADMINISTRATIVE REPORTS/DISCUSSION/ACTION

10. A CONSTRUCTION CONTRACT WITH CLARK CONSTRUCTION GROUP - CALIFORNIA, LP AND A CONSTRUCTION CONTRACT WITH WEST COAST ARBORISTS FOR THE PURCHASE, INSTALLATION, AND GPS LOCATION OF THE TREES FOR THE GRAND PARK PHASE 1 PROJECT

Mayor pro Tem Wapner recused himself from voting on Item No. 10 B and C.

Mayor Leon called upon City Manager Ochoa to provide a presentation on the Grand Park. There were no written communications.

The City Council took the following actions:

A. Authorized the City Manager, or his designee, to execute Construction Contract D&C21-005 Grand Park Phase 1 with Clark Construction Group – California, LP, of Costa Mesa, California, for the construction of the Grand Park Phase 1 project in the amount of $107,900,000 plus contingency of $16,000,000 for a total not-to-exceed contract amount of $123,900,000; and
B. Authorized the City Manager, or his designee, to execute Construction Contract D&C21-005 Grand Park Phase 1 - Trees with West Coast Arborists, Inc., of Ontario, California, for the purchase, installation, and GPS inventory of over 4,500 trees for the Grand Park Phase 1 Project in the amount of $4,433,460 plus a 5% contingency of $221,673 for a total not-to-exceed contract amount of $4,655,133; and
C. Authorized the City Manager, or his designee, to execute all documents required for the completion of the project, which may include, but not limited to,

agreements, assessments, easements, reduction of retention accounts, contract amendments within the authorization limits, and filing a notice of completion at the conclusion of all construction-related activities.

MOTION: Moved by Council Member Bowman, seconded by Council Member Macias, and carried by a unanimous vote of 5-0, to authorize City Manager, or his designee, to execute a contract with Clark Construction Group – California, LP, for the construction of the Grand Park Phase 1 project in the amount of $107,900,000 plus contingency of $16,000,000 for a total not-to-exceed contract amount of $123,900,000.

MOTION: Moved by Council Member Bowman, seconded by Council Member Porada, and carried by a vote of 4-0, with Mayor pro Tem Wapner recused due to a declared conflict of interest, to authorize the City Manager, or his designee, to execute a contract with West Coast Arborists, Inc., for the purchase, installation, and GPS inventory of over 4,500 trees for the Grand Park Phase 1 Project in the amount of $4,433,460 plus a contingency of $221,673 for a total not-to-exceed contract amount of $4,655,133; and to execute all documents required for the completion of the Grand Park Phase 1 project.

STAFF MATTERS

City Manager Ochoa had no updates.

COUNCIL MATTERS

Council Member Macias requested that a Staff recommendation be brought back to Council for consideration at a future meeting regarding Jay Littleton Ball Park.

Council Member Porada also requested a Staff recommendation regarding Jay Littleton ball park and encouraged residents to utilize the My Ontario mobile application.

Mayor pro Tem Wapner was consensus with a Staff recommendation regarding Jay Littleton Ball Park.

Council Member Bowman agreed with a Staff recommendation regarding Jay Littleton Ball Park.

Mayor Leon announced holiday events.

ADJOURNMENT

Mayor Leon adjourned the meetings of the Joint Agencies at 7:27 p.m. and announced the next regular meeting was scheduled for December 16, 2025.

Respectfully submitted,

_____
SHEILA MAUTZ, CITY CLERK/SECRETARY

APPROVED:

_____
PAUL S. LEON, MAYOR/CHAIRMAN

ONTARIO CITY COUNCIL/
ONTARIO HOUSING AUTHORITY/
ONTARIO PUBLIC FINANCING AUTHORITY
MINUTES
DECEMBER 16, 2025
(Not Official Until Approved)

JOINT MEETINGS

The regular meetings of the Ontario City Council, Housing Authority, and Public Financing Authority were held on Tuesday, December 16, 2025, at Ontario City Hall, 303 E. B Street Ontario, California.

OPEN MEETING CALLED TO ORDER

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

ROLL CALL

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

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

INFORMATION RELATIVE TO POSSIBLE CONFLICTS OF INTEREST

There were no conflicts of interest reported.

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 matter for discussion as listed on the agenda. Mayor Leon recessed to Closed Session at 6:02 p.m.

GC 54956.9 (d)(4) CONFERENCE WITH LEGAL COUNCIL – ANTICIPATED LITIGATION
One Case

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 Bowman.

INVOCATION

Invocation was led by Pastor Sean, from Calvary Chapel Ontario.

REPORT ON CLOSED SESSION

City Attorney Duran announced there was no reportable action.

PUBLIC COMMENT

Assistant City Clerk Isbell announced there were written communications:
Rucha Bhave, regarding air quality concerns.
Randall Macias Ceniceros, regarding Safe Routes to School.

Mayor Leon called upon the first speaker:
Ramiro Hurtado, spoke regarding community improvement concerns and a neighbor dispute.
Carlos Chavez, spoke regarding his interactions with the Community Improvement Department.
William Villareal, spoke regarding space limitations for Ontario Eastern Little League.
Louie Lopez, wished everyone happy holidays and delivered a personal message.

AGENDA REVIEW/ANNOUNCEMENTS

City Manager Ochoa had no announcements.

CONSENT CALENDAR

Public Comment:
Mayor Leon called upon the speaker:
Tommy Mushegain, was not present.

Council Member Porada commented regarding Item No. 9, regarding focusing on specific types of citations, citywide.

MOTION: Moved by Council Member Macias, seconded by Council Member Porada and carried by a unanimous vote of 5-0, to approve the consent calendar as presented.

1. APPROVAL OF MINUTES

Approved minutes for the regular meetings of the City Council and Housing Authority of November 4, 2025, and regular meetings of the City Council, Housing Authority and Ontario Public Financing authority of November 18, 2025, approving same as on file in the Records Management Department.

2. BILLS & PAYROLL

Approved Bills November 14, 2025 through November 26, 2025, in the amount of $45,248,903.54 and Payroll November 2, 2025 through November 15, 2025, in the amount of $7,859,016.12.

3. A RESOLUTION DECLARING CITY OWNED PROPERTY SURPLUS LAND PURSUANT TO GOVERNMENT CODE 54221, APPROVING THE NOTICE OF AVAILABILITY, AND FINDING THAT SUCH DECLARATION IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

The City Council adopted a Resolution declaring the property located North of Phillips Street and West of South Mountain Avenue and North of Philadelphia Street and West of Wineville Avenue identified with Assessor's Parcel Numbers 101-157-114 and 238-152-27, approve the Notice of Availability, and finding that such declaration is exempt from the California Environmental Quality Act.

RESOLUTION NO. 2025-178 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, MAKING FINDINGS AND DECLARING, PURSUANT TO GOVERNMENT CODE SECTION 54221, THAT CERTAIN REAL PROPERTY LOCATED NORTH OF PHILLIPS STREET AND WEST OF SOUTH MOUNTAIN AVENUE AND NORTH OF PHILADELPHIA STREET AND WEST OF WINEVILLE AVENUE, IDENTIFIED WITH ASSESSOR'S PARCEL NUMBERS 101-157-114 AND 238-152-27, IS SURPLUS LAND, APPROVING THE NOTICE OF AVAILABILITY THEREFORE, AUTHORIZING THE CITY MANAGER TO COMPLY WITH THE SURPLUS LAND ACT AND TAKING RELATED ACTIONS, FINDING THAT SUCH DECLARATION IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO SECTION 15060(C)(3) OF THE STATE CEQA GUIDELINES AND DIRECTING STAFF TO ISSUE A NOTICE OF EXEMPTION.

4. A DESIGN SERVICES AGREEMENT WITH N2W ENGINEERING INC. FOR MILLIKEN BOOSTER STATION PROJECT, CONTRACT NO. UT1083

The City Council authorized the City Manager, or designee, to execute a Design Services Agreement with N2W Engineering Inc., of Irvine, California for design services for Milliken Booster Station for an amount of $365,166, plus a 15% contingency of $54,775, for a total not-to-exceed amount of $419,941, and a term of December 16, 2025 to December 16, 2028 with two optional one-year term extensions.

5. A CONSTRUCTION CONTRACT WITH WAKECO, INC. FOR THE ONTARIO POLICE DEPARTMENT MEDIA ROOM PROJECT

The City Council took the following actions:

A. Authorized the City Manager, or his designee, to execute Construction Contract No. D&C23-017 with Wakeco, Inc., of Temecula, California, for the Ontario Police Department (OPD) Media Room project in the amount of $1,497,000 plus a 10% contingency of $149,700 for a total not-to-exceed contract amount of $1,646,700; and
B. Authorized the City Manager, or his designee, to execute all documents required for the completion of the project which may include, but not limited to, agreements, assessments, easements, reduction of retention accounts, contract amendments within the authorization limits, and filing a notice of completion at the conclusion of all construction-related activities.

6. AN AMENDMENT TO THE MAINTENANCE SERVICES AGREEMENT WITH AMERICAN THREAT ASSESSMENT CONSULTING, INC. FOR SECURITY CAMERA INSTALLATION AT THE LATIMER BALLFIELD CONCESSION STAND IN JOHN GALVIN PARK

The City Council authorized the City Manager, or his designee, to execute Amendment No. 11 to the Maintenance Services Agreement with American Threat Assessment Consulting, Inc. (A.T.A.C.), of Rancho Cucamonga, California, in the amount of $29,533 for security camera installation at the Latimer Ballfield Concession Stand, for a total not-to-exceed contract amount of $2,564,892.

7. AN AMENDMENT TO THE MAINTENANCE SERVICES AGREEMENT WITH WESTERN ALLIED CORPORATION FOR ON-CALL HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) MAINTENANCE AND REPAIR SERVICES

The City Council authorized the City Manager, or his designee, to execute Amendment No. 4 to the Maintenance Services Agreement with Western Allied Corporation, of Santa Fe Springs, California, in the amount of $628,000 for on-call heating, ventilation, and air conditioning (HVAC) maintenance and repair services, for a total not-to-exceed contract amount of $3,388,000.

8. AN AMENDMENT TO THE DESIGN SERVICES AGREEMENT FOR ON-CALL ARCHITECTURAL AND ENGINEERING SERVICES WITH HMC GROUP AND AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH TILDEN-COIL CONSTRUCTORS FOR CONSTRUCTION MANAGEMENT MULTI-PRIME SERVICES FOR THE ONTARIO PROFESSIONAL BASEBALL STADIUM FLIGHT TOWER RESTAURANT PROJECT

The City Council took the following actions:

A. Authorized the City Manager, or his designee, to execute Amendment No. 4 to the Design Services Agreement with HMC Architects, of Ontario, California, to provide Architectural and Engineering Services for the Ontario Professional Baseball Stadium Flight Tower Restaurant project in the amount of $3,241,200 for a total-not-to-exceed contract amount of $9,946,127; and

B. Authorized the City Manager, or his designee, to execute Amendment No. 7 to the Professional Services Agreement with Tilden-Coil Constructors, Inc., of Riverside, California, to provide Construction Management Multi-Prime Services for all facets of the Ontario Professional Baseball Stadium Flight Tower Restaurant project in the amount of $2,360,715 for a total not-to-exceed contract amount of $73,629,018.

9. AWARD OF A PROFESSIONAL SERVICES AGREEMENT FOR CITY PARKING ENFORCEMENT SERVICES

The City Council took the following actions:

A. Rejected the bid protest submitted by Universal Protection Service, LP, dba Allied Universal Security Services and LAZ Parking California, LLC on account of both proposals were disqualified and the protests submitted are without merit; and
B. Executed a Professional Services Agreement for up to five years with ACE Parking III, LLC of San Diego, California for parking enforcement services for a not-to-exceed contract amount of $9,523,369.

10. AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH UNIVERSAL PROTECTION SERVICES, LP, DBA ALLIED UNIVERSAL SERVICES FOR PARKING ENFORCEMENT SERVICES

The City Council authorized the City Manager or his designee to execute Amendment No. 5 to the Professional Services Agreement with Universal Protection Services, LP, dba Allied Universal Services of Irvine, CA to extend term dates and increase the funding for a total not-to-exceed amount of $4,005,714.

PUBLIC HEARINGS

11. A PUBLIC HEARING TO CONSIDER A MILLS ACT CONTRACT (PRESERVATION AGREEMENT), FILE NO. PHP25-015, FOR A LOCAL DESIGNATED HISTORIC PROPERTY

The City Council adopted a Resolution authorizing the City Manager or designee to enter into a Mills Act Contract (Preservation Agreement), for the local designated historic property located at 214 East Rosewood Court (APN: 1048-062-08); submitted by Octavio Pinedo.

RESOLUTION NO. 2025-179 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PHP25-015, AND AUTHORIZING THE CITY OF ONTARIO TO ENTER INTO A HISTORIC PROPERTY PRESERVATION AGREEMENT (MILLS ACT CONTRACT) WITH OCTAVIO PINEDO AND ALMA LUZ HERNANDEZ TOVAR, FOR THE PROPERTY LOCATED AT 214 EAST ROSEWOOD COURT (APN: 1048-062-08).

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

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

MOTION: Moved by Council Member Bowman, seconded by Council Member Porada, and carried by a unanimous vote of 5-0, to adopt Resolution No. 2025-179.

12. RESOLUTIONS AUTHORIZING THE ISSUANCE OF LEASE REVENUE BONDS, SERIES 2026 AND RELATED MATTERS

The City Council and the Ontario Public Financing Authority held a public hearing and took the following actions:

A. The City Council adopted a Resolution authorizing the execution and delivery of a Ground Lease, Lease Agreement, Indenture, Bond Purchase Agreement, and Continuing Disclosure Certificate in connection with the issuance and sale of the Lease Revenue Bonds by the Ontario Public Financing Authority in an aggregate principal amount of not to exceed $202 million and authorizing the distribution of an Official Statement in connection with the offering and sale of the Bonds and authorizing the execution and delivery of necessary documents in connection therewith.
B. The Ontario Public Financing Authority adopted a Resolution authorizing the execution and delivery of a Ground Lease, Lease Agreement, Indenture, Bond Purchase Agreement, and Assignment Agreement in connection with the issuance and sale of its Lease Revenue Bonds in an aggregate principal amount of not to exceed $202 million and authorizing the distribution of an Official Statement in connection with the offering and sale of the Bonds and authorizing the execution and delivery of necessary documents in connection therewith.

RESOLUTION NO. 2025-180 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AUTHORIZING THE EXECUTION AND DELIVERY OF A GROUND LEASE, LEASE AGREEMENT, INDENTURE, BOND PURCHASE CONTRACT AND CONTINUING DISCLOSURE CERTIFICATE IN CONNECTION WITH THE ISSUANCE OF ONTARIO PUBLIC FINANCING AUTHORITY LEASE REVENUE BONDS, APPROVING THE ISSUANCE OF SUCH BONDS IN ONE OR MORE SERIES IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $202,000,000, AUTHORIZING THE DISTRIBUTION OF AN OFFICIAL STATEMENT IN CONNECTION WITH THE OFFERING AND SALE OF SUCH BONDS AND AUTHORIZING THE EXECUTION OF NECESSARY DOCUMENTS AND CERTIFICATES AND RELATED ACTIONS.

RESOLUTION NO. OPFA-015 A RESOLUTION OF THE ONTARIO PUBLIC FINANCING AUTHORITY AUTHORIZING THE EXECUTION AND DELIVERY BY

THE AUTHORITY OF A GROUND LEASE, LEASE AGREEMENT, INDENTURE, BOND PURCHASE CONTRACT AND ASSIGNMENT AGREEMENT IN CONNECTION WITH THE ISSUANCE OF ONTARIO PUBLIC FINANCING AUTHORITY LEASE REVENUE BONDS, AUTHORIZING THE ISSUANCE OF SUCH BONDS IN ONE OR MORE SERIES IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $202,000,000, AUTHORIZING THE DISTRIBUTION OF AN OFFICIAL STATEMENT IN CONNECTION WITH THE OFFERING AND SALE OF SUCH BONDS AND AUTHORIZING THE EXECUTION OF NECESSARY DOCUMENTS AND CERTIFICATES AND RELATED ACTIONS.

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

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

MOTION: Moved by Council/Board Member Porada, seconded by Council Board/Member Bowman, and carried by a unanimous vote of 5-0, to adopt Resolution Nos. 2025-180 and OPFA-015.

13. A PUBLIC HEARING TO CONSIDER A DEVELOPMENT CODE AMENDMENT, FILE NO. PDCA25-003, REVISING AND CLARIFYING CERTAIN PROVISIONS OF THE CITY OF ONTARIO DEVELOPMENT CODE

The City Council introduced and waived further reading of an Ordinance approving File No. PDCA25-003, a Development Code Amendment revising and clarifying certain provisions of Chapters 2.0 (Administration and Procedures), 4.0 (Permits, Actions, and Decisions), 5.0 (Zoning and Land Use), 6.0 (Development and Subdivision Regulations), 7.0 (Historic Preservation), 8.0 (Sign Regulations), and References (Reference G: Landscape Design and Construction Guidelines) of the City of Ontario Development Code.

ORDINANCE NO. 3322 (FIRST READING) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PDCA25-003, A DEVELOPMENT CODE AMENDMENT REVISING AND CLARIFYING CERTAIN PROVISIONS OF CHAPTERS 2.0 (ADMINISTRATION AND PROCEDURES), 4.0 (PERMITS, ACTIONS, AND DECISIONS), 5.0 (ZONING AND LAND USE), 6.0 (DEVELOPMENT AND SUBDIVISION REGULATIONS), 7.0 (HISTORIC PRESERVATION), 8.0 (SIGN REGULATIONS), AND REFERENCES (REFERENCE G: LANDSCAPE DESIGN AND CONSTRUCTION GUIDELINES) OF THE CITY OF ONTARIO DEVELOPMENT CODE, 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 was one written communication in opposition

to the item, from Jordan Sisson.

City Attorney Duran announced proposed additions to page ten of the Ordinance. The updated material was made available to Council and the public for review.

Mayor Leon opened the public hearing and called on the speakers:
Jordan Sisson, spoke in opposition.
Juan Munoz, spoke in opposition.

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

MOTION: Moved by Council Member Bowman, seconded by Council Member Porada, and carried by a unanimous vote of 5-0, to introduce Ordinance No. 3322.

14. A PUBLIC HEARING TO CONSIDER AN URGENCY ORDINANCE APPROVING A DEVELOPMENT CODE AMENDMENT, FILE NO PDCA25-004, REGARDING ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS

The City Council waived further reading and adopted an Urgency Ordinance approving File No. PDCA25-004, to amend Division 5.03 - Supplemental Land Use Regulations, Section 5.03.010 (Accessory Dwelling Units) of the City's Development Code to comply with recent changes to state law that impose new limits on local authority to regulate Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs), which will take effect on January 1, 2026.

ORDINANCE NO. 3323 AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING A DEVELOPMENT CODE AMENDMENT, FILE NO. PDCA25-004, AMENDING DIVISION 5.03 - SUPPLEMENTAL LAND USE REGULATIONS, SECTION 5.03.010 OF THE CITY'S DEVELOPMENT CODE RELATING TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS TO COMPLY WITH THE RECENT CHANGES IN STATE LAW, AND FINDING THE ACTION TO BE STATUTORILY EXEMPT FROM CEQA UNDER PUBLIC RESOURCES CODE SECTION 21080.17.

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

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

MOTION: Moved by Council Member Bowman, seconded by Council Member Porada, and carried by a unanimous vote of 5-0, to adopt Urgency Ordinance No. 3323.

15. A PUBLIC HEARING TO CONSIDER ADOPTION OF ORDINANCES ADDING CHANGES TO CHAPTERS 18 AND 19 OF TITLE 8 OF THE ONTARIO MUNICIPAL CODE AND A RESOLUTION AUTHORIZING THE BUILDING OFFICIAL TO WAIVE CITY BUILDING DEPARTMENT PERMIT FEES PERTAINING TO HIGH-RISK UNREINFORCED MASONRY AND SOFT-STORY STRUCTURES

The City Council conducted a public hearing and took the following actions:

A. Introduced and waived further reading of an Ordinance adding Chapter 18 of Title 8 of The Ontario Municipal Code Pertaining to a Seismic Safety Mitigation Program for Unreinforced Masonry Buildings.
B. Introduced and waived further reading of an Ordinance adding Chapter 19 of Title 8 of The Ontario Municipal Code Pertaining to mandatory Seismic Strengthening provisions for existing wood-frame buildings with soft, weak or open-front wall.
C. Adopted a Resolution approving and authorizing the Building Official to waive City Building Department permit fees for retrofit building plans submitted for High-Risk Unreinforced Masonry (URM) and Soft-Story structures.

ORDINANCE NO. 3324 (FIRST READING) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADDING PURSUANT TO AN EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, CHAPTER 18 OF TITLE 8 OF THE ONTARIO MUNICIPAL CODE PERTAINING TO A SEISMIC SAFETY MITIGATION PROGRAM FOR UNREINFORCED MASONRY BUILDINGS, AND MAKING FINDINGS IN SUPPORT THEREOF.

ORDINANCE NO. 3325 (FIRST READING) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADDING PURSUANT TO AN EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, CHAPTER 19 OF TITLE 8 OF THE ONTARIO MUNICIPAL CODE PERTAINING TO MANDATORY SEISMIC STRENGTHENING PROVISIONS FOR EXISTING WOOD-FRAME BUILDINGS WITH SOFT, WEAK OR OPEN-FRONT WALL, AND MAKING FINDINGS IN SUPPORT THEREOF.

RESOLUTION NO. 2025-181 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AUTHORIZING THE BUILDING OFFICIAL TO WAIVE CITY BUILDING DEPARTMENT PERMIT FEES FOR THE SEISMIC RETROFITTING OF HIGH-RISK UNREINFORCED MASONRY (URM) AND SOFT-STORY STRUCTURES.

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

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

for Council discussion.

MOTION: Moved by Council Member Bowman, seconded by Council Member Porada, and carried by a unanimous vote of 5-0, to introduce Ordinance No. 3324 and 3325 and adopt Resolution No. 2025-181.

ADMINISTRATIVE REPORTS/DISCUSSION/ACTION

16. SB165 LOCAL AGENCY SPECIAL TAX AND BOND ACCOUNTABILITY REPORT FOR FISCAL YEAR ENDED JUNE 30, 2025

The City Council accepted the City of Ontario's SB165 Local Agency Special Tax and Bond Accountability Report (unaudited) for Fiscal Year Ended June 30, 2025.

MOTION: Moved by Council Member Porada, seconded by Council Member Macias, and carried by a unanimous vote of 5-0, to accept the City of Ontario's SB165 Local Agency Special Tax and Bond Accountability Report (unaudited) for Fiscal Year Ended June 30, 2025.

17. A CITY COUNCIL ORDINANCE ESTABLISHING HOTEL EMPLOYEE SAFETY REGULATIONS

The City Council introduced and waived further reading of an Ordinance establishing safety regulations for hotel employees.

ORDINANCE NO. 3326 (FIRST READING) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADOPTING HOTEL EMPLOYEE SAFETY REGULATIONS

Mayor Leon called upon City Manager Ochoa to provide an overview of the item. There were no written communications.

Mayor Leon called on the speakers:
Maria Garcia, spoke in opposition.
Natasha Wong, spoke in opposition.
Karen May, spoke in opposition.

Mayor Leon opened the item for Council discussion and Council discussed before coming to a consensus.

MOTION: Moved by Council Member Bowman, seconded by Mayor pro Tem Wapner and carried by a unanimous vote of 5-0, to introduce Ordinance No. 3326.

18. ELECTIONS CODE SECTION 9212 IMPACT REPORT REGARDING AN INITIATIVE ORDINANCE FOR HOTEL, CENTER, & AIRPORT WORKER PROTECTION, RETENTION, AND MINIMUM WAGE AND RECOMMENDATION THAT THE CITY COUNCIL CONSIDER THE ORDINANCE OUTRIGHT WITHOUT ALTERATION

The City Council heard the impact report and rejected the proposed Ordinance.

AN ORDINANCE ESTABLISHING HOTEL, EVENT CENTER, AND AIRPORT WORKER PROTECTION, RETENTION, AND MINIMUM WAGE

The City Clerk announced written comment submitted by the California Lodging Association, in support of rejecting the Ordinance.

Mayor Leon called upon City Manager Ochoa to provide a presentation.

Mayor Leon called upon the speakers:
Sat Patel, spoke in support of rejecting the Ordinance.
Priya Patel, spoke in support of rejecting the Ordinance.
Dilip Patel, spoke in support of rejecting the Ordinance.
Naman Patel, spoke in support of rejecting the Ordinance.
Nick Patel, spoke in support of rejecting the Ordinance.
Neil Bakta, spoke in support of rejecting the Ordinance.
Andrea Romero, spoke in opposition to rejecting the Ordinance.
Maria Martinez, spoke in opposition to rejecting the Ordinance.
Amaani Desai, spoke in support of rejecting the Ordinance.
Michael Krouse, spoke in support of rejecting the Ordinance.
Peggi Hazlett, spoke in support of rejecting the Ordinance.
Vincent Romo, spoke in support of rejecting the Ordinance.
Robert Blatt, spoke in support of rejecting the Ordinance.
Rich Garcia, spoke in support of rejecting the Ordinance.
Karen May, spoke in opposition to rejecting the Ordinance.
Marie Ocampo, spoke in opposition to rejecting the Ordinance.
Javier Gomez, spoke in opposition to rejecting the Ordinance.

Mayor Leon opened the item for Council discussion and Council discussed before coming to a consensus.

MOTION: Moved by Mayor Leon, seconded by Council Member Porada, and carried by a unanimous vote of 0-5, to reject the proposed Ordinance.

19. ELECTIONS CODE SECTION 9212 IMPACT REPORT REGARDING AN INITIATIVE ORDINANCE TO REQUIRE VOTER APPROVAL FOR MAJOR HOTEL DEVELOPMENT PROJECTS AND MAJOR EVENT CENTER PROJECTS AND RECOMMENDATION THAT THE CITY COUNCIL CONSIDER THE ORDINANCE OUTRIGHT WITHOUT ALTERATION

The City Council heard the impact report and rejected the proposed Ordinance.

AN ORDINANCE REQUIRING VOTER APPROVAL FOR MAJOR HOTEL DEVELOPMENT PROJECTS AND MAJOR EVENT CENTER PROJECTS

The City Clerk announced written comments submitted:
California Lodging Association, in support of rejecting the Ordinance.
Chris Bowen, in support of rejecting the Ordinance.
Zachary Houser, in support of rejecting the Ordinance.

Mayor Leon called upon City Manager Ochoa to provide a presentation.

Mayor Leon called upon the speakers:
Sat Patel, declined to speak.
Priya Patel, declined to speak.
Dilip Patel, declined to speak.
Naman Patel, declined to speak.
Nick Patel, spoke in support of rejecting the Ordinance.
Neil Bakta, declined to speak.
Zachary Houser, spoke in support of rejecting the Ordinance.
Andrea Romero, declined to speak.
Maria Martinez, declined to speak.
Chris Bowen, spoke in support of rejecting the Ordinance.
Amaani Desai, declined to speak.
Michael Krouse, declined to speak.
Peggi Hazlett, declined to speak.
Rafael Legido, spoke in support of rejecting the Ordinance.
Vincent Romo, declined to speak.
Robert Blatt, declined to speak.
Rich Garcia, declined to speak.
Thomas Ruiz, spoke in support of rejecting the Ordinance.
Karen May, spoke in opposition to rejecting the Ordinance.

Mayor Leon opened the item for Council discussion and Council discussed before coming to a consensus.

MOTION: Moved by Council Member Macias, seconded by Council Member Porada, and carried by a unanimous vote of 0-5, to reject the proposed Ordinance.

20. RESOLUTIONS CALLING A MARCH 24, 2026 SPECIAL MUNICIPAL ELECTION FOR TWO INITIATIVE MEASURES REGARDING HOTEL, EVENT & CENTER, AND; AIRPORT WORKER REGULATIONS AND MINIMUM WAGES AND REQUIRING VOTER APPROVAL OF DEVELOPMENT AGREEMENTS FOR MAJOR HOTEL AND EVENT CENTER PROJECTS

The City Council adopted the Resolutions to submit two initiative Ordinances to the Ontario voters at a Special Municipal Election to be held on March 24, 2026.

RESOLUTION NO. 2025-182 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA SUBMITTING TO THE QUALIFIED VOTERS OF THE CITY OF ONTARIO ON THE MARCH 24, 2026 SPECIAL MUNICIPAL ELECTION BALLOT AN INITIATIVE MEASURE TO ENACT A HOTEL, EVENT CENTER AND AIRPORT HOSPITALITY WORKER PROTECTION AND MINIMUM WAGE ORDINANCE; REQUESTING THE COUNTY OF SAN BERNARDINO TO PROVIDE SPECIFIED ELECTION SERVICES TO CONDUCT SAID ELECTION; AND SETTING RULES AND DEADLINES FOR ARGUMENTS AND REBUTTALS FOR AND AGAINST THE MEASURE.

RESOLUTION NO. 2025-183 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA SUBMITTING TO THE QUALIFIED VOTERS OF THE CITY OF ONTARIO ON THE MARCH 24, 2026 SPECIAL MUNICIPAL ELECTION BALLOT AN INITIATIVE MEASURE TO REQUIRE STATUTORY DEVELOPMENT AGREEMENTS AND VOTER APPROVAL FOR ALL MAJOR HOTEL DEVELOPMENT PROJECTS AND MAJOR EVENT CENTER DEVELOPMENT PROJECTS IN THE CITY; REQUESTING THE COUNTY OF SAN BERNARDINO TO PROVIDE SPECIFIED ELECTION SERVICES TO CONDUCT SAID ELECTION; AND SETTING RULES AND DEADLINES FOR ARGUMENTS AND REBUTTALS FOR AND AGAINST THE MEASURE.

Mayor Leon called upon City Manager Ochoa to provide an overview of the item. There were no written communications.

Mayor Leon called upon the speakers:
Sat Patel, declined to speak.
Priya Patel, declined to speak.
Dilip Patel, declined to speak.
Naman Patel, expressed the cost of the special election should be covered by Local Union 11.
Nick Patel, declined to speak.
Neil Bakta, declined to speak.
Andrea Romero, declined to speak.
Maria Martinez, declined to speak.
Amaani Desai, declined to speak.
Michael Krouse, declined to speak.
Peggi Hazlett, declined to speak.
Vincent Romo, declined to speak.
Robert Blatt, declined to speak.
Rich Garcia, declined to speak.
Karen May, spoke in opposition to the item.

Mayor Leon opened the item for Council discussion and Council discussed before coming to a consensus.

MOTION: Moved by Council Member Porada, seconded by Council Member Bowman,

and carried by a unanimous vote of 5-0, to adopt Resolution Nos. 2025-182 and 2025-183.

STAFF MATTERS

City Manager Ochoa had no updates.

COUNCIL MATTERS

Council Member Porada wished everyone happy holidays.

Mayor pro Tem Wapner wished everyone happy holidays.

Council Member Macias had no comments.

Council Member Bowman had no comments.

Mayor Leon wished everyone happy holidays.

ADJOURNMENT

Mayor Leon adjourned the meetings of the Joint Agencies at 8:34 p.m.

Respectfully submitted,

_____
SHEILA MAUTZ, CITY CLERK/SECRETARY

APPROVED:

_____
PAUL S. LEON, MAYOR/CHAIRMAN

CITY OF ONTARIO *Agenda Report* **January 20, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Tricia Maruki Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Khoi Do, Bonnie Tam, Andrea Ampig Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 3

SUBJECT: **A MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (SBCTA) AND THE CITY OF ONTARIO FOR REGIONAL EARLY ACTION PLANNING GRANTS PROGRAM (REAP 2.0) FUNDS**

RECOMMENDATION: That the City Council approve a Funding Agreement between the City of Ontario and the San Bernardino County Transportation Authority (SBCTA) to receive Regional Early Action Planning Grants Program (REAP 2.0) Funds and authorize the City Manager, or his designee, to execute said Agreement and future amendments to the Agreement within the City Council approved budget.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
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)

FISCAL IMPACT: In accordance with this Memorandum of Understanding, SBCTA will grant the City REAP 2.0 Funds on a reimbursement basis up to a not-to-exceed amount of $233,949 for the construction of pedestrian improvements on Mission Boulevard from Euclid to Plum Avenue. Upon approval, appropriations and associated grant revenue will be included in the Grants Fund at a future quarterly budget report to the City Council as needed.

BACKGROUND & ANALYSIS: The REAP 2.0 program is a statewide effort to accelerate progress toward California's housing and climate goals by supporting coordinated transportation and land-use planning. REAP 2.0 provides flexible funding for projects that expand transportation options for residents of affordable housing, encourage alternative travel modes, reduce vehicle-miles traveled, and improve related infrastructure.
The SBCTA received REAP 2.0 funding to implement the Countywide Multi-modal Complete Streets Program. This program funds components of multi-modal transportation projects in Fontana, Ontario, Rancho Cucamonga, Rialto, Twentynine Palms, and Upland. These improvements help lay the groundwork for future mobility hubs and support infrastructure needs tied to existing and planned affordable housing.

Ontario's portion of the program advances REAP 2.0 goals by investing in active transportation infrastructure and expanding bicycle and pedestrian facilities. This project specifically will construct pedestrian facilities on Mission Boulevard from Euclid Avenue to Plum Avenue.

The proposed project is also aligned with the City's adopted Mobility Element, including:

- Policy M-2.1 – Active Transportation: Maintain and expand a comprehensive system of on- and off-street bikeways and pedestrian facilities that are safe, accessible, and well-connected to key destinations, including residential areas, employment centers, schools, and parks.
- Policy M-2.2 – Bicycle System: Prioritize off-street multi-use trails and Class II bikeways as the preferred bicycle network, use Class III bikeways where necessary for connectivity, and encourage Class I or Class IV facilities where bicycle routes coincide with truck routes. Require new development to provide supporting bicycle amenities such as parking and secure storage.

MEMORANDUM OF UNDERSTANDING

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF ONTARIO

Contract No. 26-1003415

This Memorandum of Understanding (MOU) is made and entered into by and between the San Bernardino County Transportation Authority ("SBCTA") and City of Ontario ("AGENCY") for the purpose of defining the roles and responsibilities of the two parties with respect to the receipt of Regional Early Action Planning Grants (REAP) 2.0 Program Funds allocated to SBCTA pursuant to the MOU between SBCTA and the Southern California Association of Governments (SCAG), included as Exhibit C to this MOU.

RECITALS

WHEREAS, the California State Legislature and Governor Gavin Newsom approved the Budget Act of 2024, which restores $560 million for the REAP 2.0 program; and

WHEREAS, SCAG has received a final award from the California Department of Housing and Community Development in the amount of $231.5 million; and

WHEREAS, SCAG allocated a total of $6,519,868 to SBCTA for the Reap 2.0 Countywide Multi-Modal Complete Streets Program; and

WHEREAS, REAP 2.0 is a non-federal fund type that seeks to accelerate housing development, reduce Vehicle Miles Traveled (VMT), increase housing supply at all affordability levels, affirmatively further fair housing, and implement adopted regional and local plans to achieve these goals; and,

WHEREAS, the PROJECT is an active transportation project that is consistent with the objectives of REAP 2.0; and

WHEREAS, SBCTA allocated $737,000 of REAP 2.0 funds to the City of Ontario for development of the plans, specifications and estimates (PS&E) for the "Mission Boulevard and Bon View Avenue Improvements for the Vista Verde II Residential Development Project", and

WHEREAS, the AGENCY completed 100% PS&E for the portion of the Mission Boulevard and Bon View Avenue Improvements for the Vista Verde II Residential Development Project along Mission Boulevard from Euclid Avenue to Plum Avenue; and

WHEREAS, SBCTA further allocated an additional $233,948.89 to the AGENCY for construction of the portion of the project along Mission Boulevard from Euclid Avenue to Plum Avenue (PROJECT) that has completed 100% PS&E; and

WHEREAS, SBCTA must serve as a direct recipient for REAP 2.0 funds allocated to the region by SCAG, and SBCTA's responsibilities are outlined in an MOU between SBCTA and SCAG, attached hereto as Exhibit C to this MOU; and

WHEREAS, AGENCY is willing to deliver PROJECT in accordance with the terms and conditions of the MOU between SBCTA and SCAG included as Exhibit C; and

WHEREAS, SBCTA desires to partner with AGENCY to sub-allocate REAP 2.0 funds to the PROJECT and to include PROJECT in the REAP 2.0 Countywide Multi-Modal Complete Streets Program, consistent with the action of the SBCTA Board of Directors on May 8, 2024 and November 5, 2025 and

WHEREAS, this MOU addresses the roles and responsibilities for the administration of the REAP 2.0 Funds allocated to AGENCY by SBCTA;

NOW, THEREFORE, it is mutually understood and agreed by SBCTA and AGENCY as follows:

ARTICLE I. RESPONSIBILITIES OF SBCTA AND AGENCY

A. The Recitals and all exhibits and attachments referred to in this MOU are incorporated herein by this reference and made a part of the provisions of this MOU.

B. SBCTA shall notify SCAG of its decision to allocate $233,948.89 to AGENCY for the PROJECT.

C. AGENCY is responsible for ensuring REAP 2.0 funds are expended by December 31, 2026, in accordance with the terms and conditions in Exhibit C, the MOU between SBCTA and SCAG, which is incorporated herein, unless this MOU is terminated earlier as provided herein. SBCTA shall not reimburse AGENCY for any expenses incurred in a manner contrary to the requirements of Attachment A or outside the period of performance of this MOU.

D. AGENCY must demonstrate a clear and significant nexus to the REAP 2.0 Goals and Objectives, as described in Section 9 of Exhibit C, and must carry out the PROJECT to meet the REAP 2.0 Goals and Objectives.

E. AGENCY shall be responsible for implementing the PROJECT, including all tasks, obligations, and deliverables as described in accordance with the Scope of Work, attached as Exhibit A and incorporated herein, and Budget and Project Schedule, attached in Exhibit B and incorporated herein.

F. SBCTA shall notify AGENCY of the availability of the REAP 2.0 Funds and provide AGENCY with a Notice-to-Proceed (NTP) once the funds become available to SBCTA.

G. AGENCY will prepare, with assistance from SBCTA as needed, all documentation required to be submitted to SCAG. SBCTA will submit required documents to SCAG in accordance with the REAP 2.0 Program Guidelines developed by SCAG.

H. This MOU is a Cost Reimbursement agreement. Amounts claimed must reflect the actual incurred and paid cost of completed work. The actual incurred and paid costs may not exceed the Project's budget set forth in the Budgets and Schedules included as Exhibit B. All invoices submitted to SBCTA for payment shall be e-mailed to *ap@gosbcta.com.*

I. Once per quarter (i.e., January 21, April 21, July 21, October 21), AGENCY shall submit an invoice for the PROJECT to SBCTA using the "Invoice Report" consistent with Exhibit C, unless amended or otherwise directed by SBCTA. The Invoice Report must be submitted in both PDF format and the Excel file provided by SBCTA. SBCTA shall review the Invoice Report for compliance with this MOU. If SBCTA determines that the Invoice Report is compliant with this MOU, SBCTA shall approve the Invoice Report and issue payment to the AGENCY.

J. Incomplete or inaccurate invoices may be returned to AGENCY for correction; returned invoices will not be paid until corrected, resubmitted, and approved by SBCTA. SBCTA may, at its discretion, disallow any unsupported costs and process the invoice. If AGENCY corrects the error, the disallowed items can be included in the next invoice.

K. AGENCY shall prepare, with assistance from SBCTA as needed, all required reports related to receipt and expenditure of REAP 2.0 Funds, including close out reports, in accordance with the REAP 2.0 Program Guidelines developed by SCAG and included in Exhibit C SBCTA will submit the finalized reports to SCAG on the behalf of AGENCY.

L. AGENCY is responsible for ensuring the PROJECT is completed as described in Exhibit A and approved by SBCTA as included in this MOU.

M. AGENCY is responsible for notifying SBCTA expeditiously should any circumstances prevent AGENCY from completing the PROJECT as described in Exhibit A, as approved by the SBCTA Board of Directors and SCAG. AGENCY will provide all documentation required in order for SBCTA to present an amendment to this MOU to the SBCTA Executive Director or Board of Directors for approval, subject to approval authority and availability of funds.

N. AGENCY is responsible for ensuring REAP 2.0 funds are expended within the timeframe indicated, i.e., by December 31, 2026, and able to be invoiced to SCAG by December 31, 2026, in accordance with the REAP 2.0 guidelines.

ARTICLE II. GENERAL PROVISIONS

A. Term of MOU: This MOU shall be effective upon execution by SBCTA. The MOU shall remain in effect until December 31, 2026 or until terminated as provided in Article II. E., below.

B. Legal Authority: The signatories to this MOU warrant that they are duly authorized to execute this MOU on behalf of the parties and that, by so executing the MOU, the parties hereto are formally bound to the provisions of this MOU.

C. Assignment: Neither this MOU, nor any of the parties' rights, obligations, duties or authority under this MOU, may be assigned in whole or in part by either party without the proper written consent of the other

party in its sole and absolute discretion. Any such attempt of assignment shall be deemed void and of no force and effect. Consent to any assignment shall not be deemed consent to any subsequent assignment.

D. Governing Law and Venue: The laws of the State of California and applicable local and federal laws, regulations and guidelines shall govern this MOU. Any action to enforce any provision of this agreement shall be filed in the Superior Court of San Bernardino County.

E. Termination: Any party may terminate this MOU upon thirty (30) days' written notice to the other party, said notice to provide the effective date of the termination and the reason for the termination. If City terminates the MOU and SBCTA is required to return monies to SCAG, City shall reimburse SBCTA for such expenses incurred within 30 days' of SBCTA's written demand.

F. Notices: Any notices, requests, or demands made between the parties pursuant to this MOU are to be directed as follows:

City of Ontario 303 E. B Street Ontario, CA 91764 Attn: Khoi Do, P.E., City Engineer (909) 395-2127	San Bernardino County Transportation Authority 1170 W Third Street, 2nd Floor San Bernardino, CA 92410 Attn: Steve Smith Director of Planning and Regional Programs (909) 884-8276

G. Severability: If any term, provision, covenant, or condition of this MOU is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this MOU shall not be affected thereby, and each term, provision, covenant or condition of this MOU shall be valid and enforceable to the fullest extent permitted by law.

H. Counterparts of MOU: This MOU may be executed and delivered in any number of counterparts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same agreement. Facsimile signatures will be permitted.

I. Force Majeure: Either party shall be excused from performing its obligations under this MOU during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood, or other natural disaster; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage.

J. The Recitals are incorporated into and made a part of this MOU.

---SIGNATURES ON FOLLOWING PAGE---

In witness whereof, the Parties have executed this Memorandum of Understanding on the dates below.

SBCTA

_____
Carolyn Schindler
Executive Director

_____
Date

Approved as to Form:

_____
Iain MacMillan
SBCTA Assistant General Counsel

_____
Date

City of Ontario

_____
Scott Ochoa
City Manager

_____
Date

Approved as to Form:

_____
Ruben Duran
City Attorney

_____
Date

Exhibit A

Project Scope of Work

Project Title: Countywide Multi-Modal Complete Streets Program – City of Ontario - Mission Boulevard from Euclid Avenue to Plum Avenue Project

Project Description: Installation of pedestrian facilities including earthwork, removals and restorations on Mission Boulevard from Euclid Avenue to Plum Avenue

Final Deliverable:

• Final construction drawings

• Construction and Installation of the Project

Project Budget: $233,948.89

Exhibit B

Budget and Schedule

CEQA – Addendum to the certified Environmental Impact Report for the Ontario Plan to construct bicycle (Class IV buffered bike lanes) and sidewalks on Mission Boulevard from Benson to Bon View Avenues (2.5 miles) which will include widening segments to accommodate these facilities, bike detection at signalized intersections, missing street lights, parkway landscaping, handicap ramps and a bike repair station. Filed 11/13/2017.

Design Completion: January 2026

SCAG REAP 2.0 CTC Partnership Award: November 5, 2025

Anticipated Begin Construction: June 2026

Anticipated Construction Completion: September 2026

Estimated Construction Cost: $233,948.89

Funding Source: SCAG, $233,948.89

Anticipated Completion Date: November 2026

Exhibit C

MOU Between SBCTA and SCAG and Amendments Nos. 1, 2, 3 and 4

(See Attached Board Agenda Item)

CITY OF ONTARIO *Agenda Report* **January 20, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Adrian Escamilla 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: 4

SUBJECT: **A CONSTRUCTION CONTRACT WITH K.C. RESTORATION CO., INC. FOR THE EMMONS BUILDING (GRANADA THEATER) HISTORIC REHABILITATION PROJECT PHASE 1**

RECOMMENDATION: That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to execute Construction Contract No. D&C25-003 with K.C. Restoration Co., Inc., of Gardena, California, for the Emmons Building (Granada Theater) Historic Rehabilitation Project Phase 1 in the amount of $1,087,075 plus a 20% contingency of $217,415 for a total not-to-exceed contract amount of $1,304,490; and
B. Authorize the City Manager, or his designee, to execute all documents required for the completion of the project which may include, but not limited to, agreements, assessments, easements, reduction of retention accounts, contract amendments within the authorization limits, and filing a notice of completion at the conclusion of all construction-related activities.

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

FISCAL IMPACT: The proposed Construction Contract with K.C. Restoration Co., Inc. is in the amount of $1,087,075 plus a 20% contingency of $217,415 for a total not-to-exceed contract amount of $1,304,490. If approved, additional appropriations in the Capital Projects – Measure Q Fund will be included in future quarterly budget updates to the City Council as needed for the for the Emmons Building Historic Rehabilitation Project Phase 1.

BACKGROUND & ANALYSIS: The City acquired the Emmons Building for rehabilitation and repurposing for various types of programming. The Emmons Building Historic Rehabilitation Project Phase 1 will include exterior finishes including removal of existing coating, lead mitigation efforts, painting, window restoration and marquee sign restoration. Staff is recommending a 20% contingency due to the unique challenges and specialized labor needed that come with the age of

the building and the need to preserve historic materials and character.

On October 3, 2025, Staff solicited bids for Invitation No. 1962 for Emmons Building Historic Rehabilitation Project Phase 1. Staff received three bids ranging from $1,087,075 to $1,788,000. The bids received are listed below:

Vendor	**Location**	**Amount**
K.C. Restoration Co., Inc.	Gardena, CA	$1,087,075
Global Builders, Inc.	Laguna Hills, CA	$1,689,888
OCS Construction Services	Riverside, CA	$1,788,000

On December 4, 2025, the City received a correspondence from Global Builders, Inc. protesting the intended award of Construction Contract No. D&C25-003 with K.C. Restoration Co., Inc. The City responded to Global Builders, Inc. in a letter dated December 11, 2025 denying the protest as identifying a waivable irregularity without even minimal merit.

K.C. Restoration Co., Inc., of Gardena, California, was the lowest responsible and responsive bidder that met all the required specifications with a cost of $1,087,075. Based on credentials, pricing, and favorable reference checks, Staff recommends awarding Construction Contract No. D&C25-003 to K.C. Restoration Co., Inc. The project's estimated completion date is March 2026.

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

SECTION 00500 – CONTRACT FOR CONSTRUCTION

This Contract for Construction ("Contract"), No. _____ is made and entered as of _____, by and between City of Ontario, with its principal place of business at 303 East "B" Street, Ontario, CA 91764, sometimes hereinafter called the "City" and **KC Restoration Co., Inc,** sometimes hereinafter called "Contractor."

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

ARTICLE 1. SCOPE OF WORK.

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

D&C25-003 Emmons Building (Granda Theater) Historic Rehabilitation Phase 1

Contractor is an independent contractor and not an agent of the City. The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION.

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

ARTICLE 3. CONTRACT PRICE.

The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **One Million Eighty-Seven Thousand Seventy-Five**

Dollars ($1,087,075). Payment shall be made as set forth in the General Conditions. The City will pay to Contractor compensation based upon the prices set forth in the Bid Schedule.

ARTICLE 4. LIQUIDATED DAMAGES.

Contractor acknowledges that the City will sustain actual damages for each and every Day completion of the Project is delayed beyond the Contract Time. Because of the nature of the Project, it would be impracticable or extremely difficult to determine the City's actual damages. Accordingly, in accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of $500.00 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Section does not exclude recovery of other damages specified in the Contract Documents. Liquidated damages may be deducted from progress payments due Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent the City, in case of Contractor's default, from terminating the Contractor.

Consistent with Public Contract Code Section 7102, Contractor will be compensated for damages incurred due to delays for which the City is responsible. The parties agree that determining Contractor's exact delay damages is and will continue to be impracticable and extremely difficult. As such, for each calendar day in excess of the Contract Time, the City shall pay to the Contractor $500.00 per day as Reverse Liquidated Damages and not as a penalty or forfeiture. Such amount shall constitute the only payment allowed for any City caused delays and shall necessarily include all overhead, all profits, all administrative costs, all bond costs, all labor, materials, equipment and rental costs and any other costs, expenses and fees incurred or sustained as a result of such delays. Notice of requests for delay damages and additional days shall be provided to the City within five (5) Days from the discovery of the circumstances giving rise to any delay or three (3) Days from the discovery of any latent or subsurface conditions giving rise to a delay.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.

The "Contract Documents" include the following:

Notice Inviting Bids
Instructions to Bidders
Bid Forms
Bid Acknowledgement
Bid Schedule
Bid Guarantee
Designation of Subcontractors
Information Required of Bidders
Non-Collusion Declaration Form
Iran Contracting Act Certification
Fleet Compliance Certification
Public Works Contractor DIR Registration Certification
Performance Bond
Payment (Labor and Materials) Bond
Contract for Construction
General Conditions

Special Conditions

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

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. In the event of conflict, the various Contract Documents will be given effect in the order set forth in the General Conditions. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.

Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

ARTICLE 7. INDEMNIFICATION.

Contractor shall provide indemnification and defense as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES.

Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the City's Office or may be obtained online at http://www.dir.ca.gov and which must be posted at the job site.

ARTICLE 9. FALSE CLAIMS.

Contractor acknowledges that if a false claim is submitted to the City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

CITY OF ONTARIO

By: _____
Scott Ochoa
City Manager

ATTEST:

By: _____
Sheila Mautz, City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

KC Restoration Co., Inc.

By: _____

Its: _____

Printed Name: _____

[DELETE THE FOLLOWING SIGNATURE LINE IF NOT **REQUIRED**]
By: _____

Its: _____

Printed Name: _____

_____
Contractor's License Number and Classification

_____
DIR Registration Number

[IF CORPORATION, TWO SIGNATURES, PRESIDENT **OR** VICE PRESIDENT **AND** SECRETARY **OR** TREASURER **REQUIRED]**

END OF CONTRACT

CITY OF ONTARIO *Agenda Report* **January 20, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Community Improvement Prepared By: Angel Hamilton Staff Member Presenting: Rudy Zeledon, Executive Director Community Development Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 5

SUBJECT: **A RESOLUTION FOR PLACEMENT OF SPECIAL ASSESSMENTS ON THE SAN BERNARDINO COUNTY TAX ROLLS**

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

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Operate in a Businesslike Manner
Focus Resources in Ontario's Commercial and Residential Neighborhoods

FISCAL IMPACT: The levy of special assessments will result in the recovery of $82,172.57 in costs that the City has expended for inspection or abatement of property violations, as well as the collection of $181,370.00 associated with civil penalties and/or fines for continued violations, for a total of $263,542.57 related to 160 parcels. When received, these reimbursements will be deposited into the General Fund. The Fiscal Year 2025-26 Adopted Budget includes special assessment revenue in the General Fund for these types of levies.

BACKGROUND & ANALYSIS: The City has established administrative citations and fines for property maintenance violations and fees and penalties associated with the Systematic Health and Safety Inspection Program, Abandoned and Distressed Property Program, and the Weed and Refuse Abatement Program. These costs, fines, fees, and penalties are recovered through placement of special tax assessments upon the properties. The placement of special assessments and collection of revenue is done under Ordinance 3046, Property Appearance (Title 5, Chapter 22 of the Ontario Municipal Code); Chapter 9 of the Uniform Code for the Abatement of Dangerous Buildings; and Ordinance 2920 for civil penalties for continued violations of the Ontario Municipal Code and fines associated with administrative citations (Title 1, Chapters 2 and 5 of the Ontario Municipal Code). The City and the County of San Bernardino currently have a contractual agreement regarding the implementation of special assessments; however, a Resolution authorizing the placement of the specific assessments is required. During this assessment cycle, the Community Improvement Department has billed property owners for: the abatement of violations; the issuance of fines associated with administrative citation; the issuance of fees and penalties

associated with the Systematic Health and Safety Inspection Program; the issuance of registration fees and civil penalties associated with the Abandoned and Distressed Property Program; the issuance of notice and re-inspection fees; and civil penalties for the Weed and Refuse Abatement Program on 310 parcels. Of these, there are remaining amounts due on 160 parcels. Attached are itemized accounts that include: 1) costs associated with inspection or abatement as shown in Exhibit A of the Resolution; 2) civil penalties and/or fines for continued violations as shown in Exhibit B of the Resolution; and 3) total amounts per parcel as shown in Exhibit C of the Resolution. All affected property owners were given notice of the imposition of special assessments via certified mail as provided in Ontario Municipal Code Section 1-4.05(a) and have either not requested an appeal or have exhausted the appellate procedure in Ontario Municipal Code Section 1-4.05(b).

RESOLUTION NO. _____

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

WHEREAS, Ordinance No. 3046, Property Appearance (Title 5, Chapter 22, of the Ontario Municipal Code) and Chapter 9 of the Uniform Code for the Abatement of Dangerous Buildings provide for the abatement of property nuisances by repair, rehabilitation, demolition or removal; and

WHEREAS, under Resolution 94-112, Resolution ORA-499, and the Cooperation and Reimbursement Agreement entered into on the 15th day of November, 1994, by the City of Ontario and the Ontario Redevelopment Agency, the Ontario Redevelopment Agency made a one-time advance to the City of One Hundred Fifty Thousand Dollars ($150,000) to repair or abate dangerous buildings and properties throughout the City; and

WHEREAS, under a first amendment to the Cooperation and Reimbursement Agreement entered into on the 16th day of July 1996, by the City of Ontario and the Ontario Redevelopment Agency, the Ontario Redevelopment Agency made an additional advance to the City of One Hundred Thousand Dollars ($100,000) to continue to repair or abate dangerous buildings and properties throughout the City; and

WHEREAS, under Resolution 94-113, Resolution ORA-500, and the Cooperation and Reimbursement Agreement entered into on the 15th day of November 1994, by the City of Ontario and the Ontario Redevelopment Agency, the Ontario Redevelopment Agency made a one-time advance to the City of Thirty Thousand Dollars ($30,000) to repair or abate dangerous buildings and properties in the 6th and Grove area; and

WHEREAS, under Resolution 94-12, Resolution ORA-464, and the Cooperation and Reimbursement Agreement entered into on the 22nd day of February 1994, by the City of Ontario and the Ontario Redevelopment Agency, the Ontario Redevelopment Agency made a one-time advance to the City of One Hundred Fifty Thousand Dollars ($150,000) to repair or demolish dangerous buildings throughout the City; and

WHEREAS, Ordinance No. 2894, Systematic Health and Safety Inspection Program (Title 8, Chapter 17, of the Ontario Municipal Code), provides for the collection of unpaid service fees, plus any penalties and accrued interest by Special Assessment; and

WHEREAS, Ordinance No. 2920, provides for the assessment of civil penalties for continued violations of the Ontario Municipal Code (Title 1, Chapter 2 of the Ontario Municipal Code), and for fines associated with administrative citations to be collected by Special Assessment (Title 1, Chapter 5 of the Ontario Municipal Code), and establishes a uniform procedure before imposing such Special Assessments (Title 1, Chapter 4 of the Ontario Municipal Code); and

WHEREAS, the above said ordinances, resolutions and agreements provide for recovery of costs incurred in the abatement of violations by means of a Special Assessment placed on the tax rolls; and

WHEREAS, the City has incurred costs involved in the abatement of violations under the Ontario Municipal Code and Uniform Code for the Abatement of Dangerous Buildings, issuing Notices of Violation, and administering the Systematic Health and Safety Program and wishes to recover said costs; and

WHEREAS, the owners of all parcels listed in Exhibit A, B, and C were given notice of imposition of such Special Assessment as provided in Ontario Municipal Code Section 1-4.05(a), and either have not requested an appeal, or have exhausted the appellate procedure provided in Ontario Municipal Code Section 1-4.05(b); and

WHEREAS, the City has an executed contract with the San Bernardino County Board of Supervisors for collection of said assessments.

NOW, THEREFORE, BE IT RESOLVED that the City Council:

1. Confirmed the costs associated with inspection or abatement on the properties as set forth in the report in Exhibit A; and

2. Confirmed the civil penalties and/or fines for continued violations on the properties as set forth in the report in Exhibit B; and

3. Confirmed that Exhibit C contains the total amount assessed for both confirmed costs and confirmed civil penalties and/or fines for each of the properties; and

4. Found and determined that the report, and Exhibits contained therein are true and accurate; and

5. Adopts the above said report and finds that the costs of inspection or abatement on the properties listed are the costs set forth in Exhibit A, the civil penalties and/or fines for continued violations are the penalties and/or fines as set forth in Exhibit B, and the same are hereby charged and placed as special assessments upon the respective properties; and

6. Directs Exhibit C shall be sent to the Auditor-Controller of San Bernardino County and shall be collected on the County tax roll.

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

PASSED, APPROVED, AND ADOPTED this 20th day of January 2026.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL 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. 2025- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held January 20, 2026, 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. 2026- duly passed and adopted by the Ontario City Council at their regular meeting held January 20, 2026.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

City of Ontario
Community Improvement Department
2026/2027 Tax Roll Year Special Assessments
Exhibit A - Costs Associated with Inspection or Abatement

Parcel Number	Address	Amount Due
0108-442-16	1433 N EL DORADO AV, Ontario, CA 91764	108.00
0108-471-27	1548 E EIGHTH ST, Unit:A, Ontario, CA 91764	79.12
0108-551-09	1679 E FOURTH ST, Ontario, CA 91764	4,401.64
0108-573-04	1735 N CORONA AV, Ontario, CA 91764	727.20
0110-061-10	1201 E HOLT BL, Ontario, CA 91761	172.00
0110-071-07	1381 E HOLT BL, Ontario, CA 91761	172.00
0110-161-19	903 N CALAVERAS AV, Ontario, CA 91764	290.60
0110-202-46	1440 E FOURTH ST, Ontario, CA 91764	344.00
0110-241-57	1752 E G ST, Ontario, CA 91764	172.00
0110-272-16	1346 E EL MORADO CT, Ontario, CA 91764	108.00
0110-322-33	2236 E HOLT BL, Ontario, CA 91761	172.00
0110-343-04	1778 E FOURTH ST, Ontario, CA 91764	1,874.73
0110-347-02	950 N MARIPOSA AV, Ontario, CA 91764	108.00
0110-442-03	2056 E BULLETIN PRIVADO, Ontario, CA 91764	46.00
0113-491-31	2313 E PHILADELPHIA ST, Building:2, Unit:A, Ontario, CA 91761	108.00
0210-182-69	951 N HAVEN AV, Building:1, Unit:E, Ontario, CA 91764	1,528.69
0210-192-21	2955 E GUASTI RD, Ontario, CA 91761	172.00
0210-192-22	2975 E GUASTI RD, Ontario, CA 91761	172.00
0210-192-26	2995 E GUASTI RD, Ontario, CA 91761	172.00
0210-211-36	3998 E INLAND EMPIRE BL, Building:1, Unit:400, Ontario, CA 91764	1,603.20
0211-232-38	0 S MILLIKEN AV, Ontario, CA 91761	172.00
0211-301-03	2151 S HAVEN AV, Unit:100, Ontario, CA 91761	108.00
0211-321-28	0 N COMMON AREA, Ontario, CA 91761	172.00
0216-013-04	2349 S WALKER AV, Ontario, CA 91761	2,329.40
0216-211-24	13519 S GROVE AV, Ontario, CA 91761	1,999.80
0216-401-62	2550 VINEYARD AV S, Unit:B, Ontario, CA 91761	108.00
0216-411-21	1743 E FAIRFIELD CT, Unit:1, Ontario, CA 91761	79.12
0216-441-60	2737 S GROVE AV, Ontario, CA 91761	2,500.80
0218-094-32	3660 PECKHAM PASEO E, Unit:5, Ontario, CA 91761	108.00
0218-545-09	3232 S NEWTON AV, Ontario, CA 91761	108.00
0218-881-35	3238 S CENTURION PL, Ontario, CA 91761	1,092.20
0238-012-30	5060 E FOURTH ST, Ontario, CA 91764	172.00
0238-012-35	5005 E ONTARIO MILLS PW, Ontario, CA 91764	108.00
0238-051-33	0 E ONTARIO MILLS PW, Ontario, CA 91764	344.00
0238-081-51	5751 E SANTA ANA ST, Building:2, Ontario, CA 91761	1,379.78
0238-152-02	0 E SCE EASEMENT, Ontario, CA 91761	344.00
0238-152-09	0 E PHILADELPHIA ST, Ontario, CA 91761	344.00
0238-193-17	820 S WANAMAKER AV, Building:1, Ontario, CA 91761	108.00
1008-513-16	1000 Fourth W, Ontario, CA 91762	172.00
1010-191-30	1025 W I ST, Ontario, CA 91762	115.40
1010-191-45	1048 W H ST, Ontario, CA 91762	172.00

Parcel Number	Address	Amount Due
1011-112-44	0 W BROOKS ST, Ontario, CA 91762	172.00
1011-413-27	910 S PALMETTO AV, Ontario, CA 91762	108.00
1011-421-38	1022 S MAGNOLIA AV, Ontario, CA 91762	77.38
1014-221-38	1221 W LOCUST ST, Ontario, CA 91762	172.00
1014-532-04	2004 S PALMETTO AV, Ontario, CA 91762	8,784.00
1047-372-12	634 E BONNIE BRAE CT, Ontario, CA 91764	3,131.12
1047-432-07	1129 E LA DENEY CT, Ontario, CA 91764	1,639.00
1047-441-12	1314 N VIRGINIA AV, Ontario, CA 91764	79.12
1047-473-29	1017 E FOURTH ST, Building:1, Unit:A, Ontario, CA 91764	79.12
1047-473-39	1037 E FOURTH ST, Ontario, CA 91764	115.40
1047-502-21	723 E FOURTH ST, Ontario, CA 91764	108.00
1047-521-62	565 E YALE ST, Ontario, CA 91764	3,709.20
1047-542-02	1106 N EUCLID AV, Ontario, CA 91764	172.00
1048-052-14	132 W J ST, Ontario, CA 91762	172.00
1048-081-24	650 E J ST, Ontario, CA 91764	379.60
1048-081-33	641 E PLAZA SERENA ST, Ontario, CA 91764	1,484.10
1048-093-26	627 E J ST, Ontario, CA 91764	108.00
1048-111-26	705 E PLAZA SERENA ST, Ontario, CA 91764	108.00
1048-123-17	1023 E I ST, Ontario, CA 91764	2,935.86
1048-131-27	1027 N CUCAMONGA AV, Ontario, CA 91764	172.00
1048-132-08	952 E ROSEWOOD CT, Ontario, CA 91764	4,409.15
1048-471-14	1117 E HOLT BL, Ontario, CA 91761	172.00
1048-561-10	220 W C ST, Ontario, CA 91762	172.00
1048-566-05	317 N EUCLID AV, Building:1, Unit:A, Ontario, CA 91762	1,347.59
1048-581-28	301 N VINE AV, Ontario, CA 91762	172.00
1049-011-09	767 W BROOKS ST, Ontario, CA 91762	172.00
1049-012-18	145 S CYPRESS AV, Ontario, CA 91762	172.00
1049-021-26	559 W HOLT BL, Ontario, CA 91762	172.00
1049-043-03	211 W MAIN ST, Ontario, CA 91762	172.00
1049-057-05	112 S EUCLID AV, Building:1, Ontario, CA 91762	144.60
1049-111-01	316 S BON VIEW AV, Building:2, Ontario, CA 91761	172.00
1049-111-05	725 E STATE ST, Building:1, Ontario, CA 91761	172.00
1049-111-06	235 S CAMPUS AV, Unit:A, Ontario, CA 91761	172.00
1049-221-32	550 E SUNKIST ST, Ontario, CA 91761	172.00
1049-231-05	520 E STATE ST, Ontario, CA 91761	12,405.00
1049-244-04	515 S LEMON AV, Ontario, CA 91761	1,088.00
1049-245-01	302 E STATE ST, Ontario, CA 91761	172.00
1049-253-09	215 E NEVADA ST, Ontario, CA 91761	172.00
1049-272-09	402 W SUNKIST ST, Ontario, CA 91762	108.00
1049-303-29	601 S CYPRESS AV, Ontario, CA 91762	668.80
1049-366-09	901 S CALDWELL AV, Ontario, CA 91761	344.00

City of Ontario
Community Improvement Department
2026/2027 Tax Roll Year Special Assessments
Exhibit A - Costs Associated with Inspection or Abatement

Parcel Number	Address	Amount Due
1049-368-01	931 S HOPE AV, Ontario, CA 91761	172.00
1049-392-04	1030 S GROVE AV, Ontario, CA 91761	172.00
1049-392-05	1044 S GROVE AV, Ontario, CA 91761	172.00
1049-392-06	1050 S GROVE AV, Ontario, CA 91761	172.00
1049-501-01	1129 S SULTANA AV, Ontario, CA 91761	172.00
1049-503-13	1104 S CAMPUS AV, Ontario, CA 91761	79.12
1049-573-28	562 W RALSTON ST, Unit:A, Ontario, CA 91762	92.00
1050-081-19	1431 S EUCLID AV, Ontario, CA 91761	108.00
1050-091-01	1563 S SULTANA AV, Ontario, CA 91761	46.00
1050-102-04	631 E DE ANZA ST, Ontario, CA 91761	3,531.40
1050-281-27	119 W MAPLE ST, Ontario, CA 91762	172.00
1050-441-04	1954 S BON VIEW AV, Ontario, CA 91761	1,922.40
1050-623-03	2020 S VINE AV, Ontario, CA 91762	108.00
1050-661-14	1459 S EUCLID AV, Unit:22, Ontario, CA 91761	79.12
1051-051-72	2252 S EUCLID AV, Building:1, Unit:A, Ontario, CA 91762	1,235.61
1051-271-06	2556 S EUCLID AV, Ontario, CA 91762	108.00
1051-321-62	2550 S GROVE AV, Building:1, Ontario, CA 91761	108.00
1051-511-06	340 W ST. ANDREWS ST, Ontario, CA 91762	2,137.80
1051-581-53	958 E COTTONWOOD ST, Ontario, CA 91761	108.00
1051-613-03	451 E RIVERSIDE DR, Building:A, Unit:1, Ontario, CA 91761	57.00
1052-531-01	0 E SCHAEFER AV, Ontario, CA 91761	172.00
1073-281-28	2717 E MURDOCK LN, Ontario, CA 91762	115.40
1083-011-15	2548 S ARCHIBALD AV, Ontario, CA 91761	108.00
		82,172.57

City of Ontario
Community Improvement Department
2026/2027 Tax Roll Year Special Assessments
Exhibit B - Civil Penalties and/or Fines for Continued Violations

Parcel Number	Address	Amount Due
0108-534-31	1734 E HAWTHORNE ST, Ontario, CA 91764	320.00
0110-013-20	1205 E D ST, Ontario, CA 91764	15,520.00
0110-202-46	1440 E FOURTH ST, Ontario, CA 91764	500.00
0110-253-20	415 N HUMBOLDT PL, Ontario, CA 91764	24,500.00
0110-301-01	1249 N VINEYARD AV, Building:1, Ontario, CA 91764	640.00
0110-345-11	1009 N ORANGE AV, Ontario, CA 91764	220.00
0110-374-12	864 N SAN DIEGO AV, Ontario, CA 91764	340.00
0110-375-08	1822 E GRANADA CT, Ontario, CA 91764	120.00
0110-375-09	1828 E GRANADA CT, Ontario, CA 91764	120.00
0113-283-15	2947 S VINEYARD AV, Building:2, Ontario, CA 91761	15,420.00
0113-286-10	2336 S VINEYARD AV, Building:8, Ontario, CA 91761	120.00
0113-641-14	2171 S GROVE AV, Building:3, Unit:A, Ontario, CA 91761	3,000.00
0210-501-31	4155 E INLAND EMPIRE BL, Ontario, CA 91764	220.00
0211-232-22	1001 S DOUBLEDAY AV, Ontario, CA 91761	840.00
0211-281-10	1555 S DUPONT AV, Unit:A, Ontario, CA 91761	6,000.00
0211-361-11	1550 S MILLIKEN AV, Building:2, Unit:A, Ontario, CA 91761	10,400.00
0216-312-04	8455 E SCHAEFER AV, Ontario, CA 91761	18,040.00
0216-341-16	2522 S CALAVERAS PL, Ontario, CA 91761	30,000.00
0218-604-55	3195 E OLYMPIC DR, Ontario, CA 91762	3,000.00
0238-012-34	5007 E ONTARIO MILLS PW, Ontario, CA 91764	540.00
0238-051-33	0 E ONTARIO MILLS PW, Ontario, CA 91764	500.00
0238-152-02	0 E SCE EASEMENT, Ontario, CA 91761	500.00
0238-152-09	0 E PHILADELPHIA ST, Ontario, CA 91761	500.00
1008-261-49	980 W SIXTH ST, Ontario, CA 91762	760.00
1008-462-25	933 W BONNIE BRAE CT, Ontario, CA 91762	170.00
1008-481-01	804 W LA DENEY DR, Ontario, CA 91762	120.00
1008-482-05	832 W HAWTHORNE ST, Unit:A, Ontario, CA 91762	340.00
1008-512-10	856 W HARVARD PL, Ontario, CA 91762	220.00
1008-532-03	1008 W YALE ST, Ontario, CA 91762	170.00
1010-141-03	910 N MOUNTAIN AV, Ontario, CA 91762	220.00
1010-491-02	828 W HOLT BL, Ontario, CA 91762	340.00
1011-121-24	1345 W HOLT BL, Building:1, Ontario, CA 91762	340.00
1011-181-11	1128 W MISSION BL, Building:2, Unit:F, Ontario, CA 91762	340.00
1011-391-69	939 W MISSION BL, Building:1, Unit:D, Ontario, CA 91762	320.00
1014-111-04	1519 S OAKS AV, Ontario, CA 91762	8,020.00
1014-441-25	1387 FRANCIS ST W, Ontario, CA 91762	1,500.00
1047-302-01	767 W LA DENEY DR, Ontario, CA 91762	120.00
1047-333-11	353 W BONNIE BRAE CT, Ontario, CA 91762	340.00
1047-462-18	1125 N GROVE AV, Building:1, Ontario, CA 91764	510.00
1047-502-18	737 E FOURTH ST, Unit:A, Ontario, CA 91764	120.00
1047-521-45	634 E FIFTH ST, Ontario, CA 91764	120.00

City of Ontario
Community Improvement Department
2026/2027 Tax Roll Year Special Assessments
Exhibit B - Civil Penalties and/or Fines for Continued Violations

Parcel Number	Address	Amount Due
1047-543-31	315 E FOURTH ST, Ontario, CA 91764	6,840.00
1048-012-05	739 W J ST, Ontario, CA 91762	220.00
1048-022-07	625 W ROSEWOOD CT, Ontario, CA 91762	520.00
1048-032-36	632 W I ST, Ontario, CA 91762	120.00
1048-081-33	641 E PLAZA SERENA ST, Ontario, CA 91764	420.00
1048-383-15	617 N CAMPUS AV, Ontario, CA 91764	340.00
1048-411-16	760 E G ST, Ontario, CA 91764	420.00
1048-565-10	203 N EUCLID AV, Ontario, CA 91762	420.00
1048-565-11	112 W B ST, Ontario, CA 91762	120.00
1049-101-10	756 E HOLT BL, Unit:A, Ontario, CA 91761	490.00
1049-221-32	550 E SUNKIST ST, Ontario, CA 91761	500.00
1049-244-04	515 S LEMON AV, Ontario, CA 91761	520.00
1049-245-06	404 S CHERRY AV, Building:1, Ontario, CA 91761	120.00
1049-365-11	910 S CALDWELL AV, Ontario, CA 91761	170.00
1049-366-09	901 S CALDWELL AV, Ontario, CA 91761	500.00
1049-367-11	902 S HOPE AV, Ontario, CA 91761	22,720.00
1049-371-07	904 E CALIFORNIA ST, Ontario, CA 91761	120.00
1050-284-01	1724 S EUCLID AV, Building:3, Ontario, CA 91762	220.00
1050-401-28	301 E GREVILLEA ST, Ontario, CA 91761	340.00
1051-271-06	2556 S EUCLID AV, Ontario, CA 91762	120.00
1051-581-53	958 E COTTONWOOD ST, Ontario, CA 91761	120.00
1083-011-15	2548 S ARCHIBALD AV, Ontario, CA 91761	120.00
1083-051-33	2832 S CANTERBURY TR, Ontario, CA 91761	120.00
1083-142-05	3209 E CLEAR LAKE RD, Ontario, CA 91761	170.00
1083-301-02	2910 S LAUREL TREE DR, Ontario, CA 91761	170.00
		181,370.00

City of Ontario
Community Improvement Department
2026/2027 Tax Roll Year Special Assessments
Exhibit C - Total Amounts per Parcel

Parcel Number	Address	Amount Due
0108-442-16	1433 N EL DORADO AV, Ontario, CA 91764	108.00
0108-471-27	1548 E EIGHTH ST, Unit:A, Ontario, CA 91764	79.12
0108-534-31	1734 E HAWTHORNE ST, Ontario, CA 91764	320.00
0108-551-09	1679 E FOURTH ST, Ontario, CA 91764	4,401.64
0108-573-04	1735 N CORONA AV, Ontario, CA 91764	727.20
0110-013-20	1205 E D ST, Ontario, CA 91764	15,520.00
0110-061-10	1201 E HOLT BL, Ontario, CA 91761	172.00
0110-071-07	1381 E HOLT BL, Ontario, CA 91761	172.00
0110-161-19	903 N CALAVERAS AV, Ontario, CA 91764	290.60
0110-202-46	1440 E FOURTH ST, Ontario, CA 91764	844.00
0110-241-57	1752 E G ST, Ontario, CA 91764	172.00
0110-253-20	415 N HUMBOLDT PL, Ontario, CA 91764	24,500.00
0110-272-16	1346 E EL MORADO CT, Ontario, CA 91764	108.00
0110-301-01	1249 N VINEYARD AV, Building:1, Ontario, CA 91764	640.00
0110-322-33	2236 E HOLT BL, Ontario, CA 91761	172.00
0110-343-04	1778 E FOURTH ST, Ontario, CA 91764	1,874.73
0110-345-11	1009 N ORANGE AV, Ontario, CA 91764	220.00
0110-347-02	950 N MARIPOSA AV, Ontario, CA 91764	108.00
0110-374-12	864 N SAN DIEGO AV, Ontario, CA 91764	340.00
0110-375-08	1822 E GRANADA CT, Ontario, CA 91764	120.00
0110-375-09	1828 E GRANADA CT, Ontario, CA 91764	120.00
0110-442-03	2056 E BULLETIN PRIVADO, Ontario, CA 91764	46.00
0113-283-15	2947 S VINEYARD AV, Building:2, Ontario, CA 91761	15,420.00
0113-286-10	2336 S VINEYARD AV, Building:8, Ontario, CA 91761	120.00
0113-491-31	2313 E PHILADELPHIA ST, Building:2, Unit:A, Ontario, CA 91761	108.00
0113-641-14	2171 S GROVE AV, Building:3, Unit:A, Ontario, CA 91761	3,000.00
0210-182-69	951 N HAVEN AV, Building:1, Unit:E, Ontario, CA 91764	1,528.69
0210-192-21	2955 E GUASTI RD, Ontario, CA 91761	172.00
0210-192-22	2975 E GUASTI RD, Ontario, CA 91761	172.00
0210-192-26	2995 E GUASTI RD, Ontario, CA 91761	172.00
0210-211-36	3998 E INLAND EMPIRE BL, Building:1, Unit:400, Ontario, CA 91764	1,603.20
0210-501-31	4155 E INLAND EMPIRE BL, Ontario, CA 91764	220.00
0211-232-22	1001 S DOUBLEDAY AV, Ontario, CA 91761	840.00
0211-232-38	0 S MILLIKEN AV, Ontario, CA 91761	172.00
0211-281-10	1555 S DUPONT AV, Unit:A, Ontario, CA 91761	6,000.00
0211-301-03	2151 S HAVEN AV, Unit:100, Ontario, CA 91761	108.00
0211-321-28	0 N COMMON AREA, Ontario, CA 91761	172.00
0211-361-11	1550 S MILLIKEN AV, Building:2, Unit:A, Ontario, CA 91761	10,400.00
0216-013-04	2349 S WALKER AV, Ontario, CA 91761	2,329.40
0216-211-24	13519 S GROVE AV, Ontario, CA 91761	1,999.80
0216-312-04	8455 E SCHAEFER AV, Ontario, CA 91761	18,040.00

Parcel Number	Address	Amount Due
0216-341-16	2522 S CALAVERAS PL, Ontario, CA 91761	30,000.00
0216-401-62	2550 VINEYARD AV S, Unit:B, Ontario, CA 91761	108.00
0216-411-21	1743 E FAIRFIELD CT, Unit:1, Ontario, CA 91761	79.12
0216-441-60	2737 S GROVE AV, Ontario, CA 91761	2,500.80
0218-094-32	3660 PECKHAM PASEO E, Unit:5, Ontario, CA 91761	108.00
0218-545-09	3232 S NEWTON AV, Ontario, CA 91761	108.00
0218-604-55	3195 E OLYMPIC DR, Ontario, CA 91762	3,000.00
0218-881-35	3238 S CENTURION PL, Ontario, CA 91761	1,092.20
0238-012-30	5060 E FOURTH ST, Ontario, CA 91764	172.00
0238-012-34	5007 E ONTARIO MILLS PW, Ontario, CA 91764	540.00
0238-012-35	5005 E ONTARIO MILLS PW, Ontario, CA 91764	108.00
0238-051-33	0 E ONTARIO MILLS PW, Ontario, CA 91764	844.00
0238-081-51	5751 E SANTA ANA ST, Building:2, Ontario, CA 91761	1,379.78
0238-152-02	0 E SCE EASEMENT, Ontario, CA 91761	844.00
0238-152-09	0 E PHILADELPHIA ST, Ontario, CA 91761	844.00
0238-193-17	820 S WANAMAKER AV, Building:1, Ontario, CA 91761	108.00
1008-261-49	980 W SIXTH ST, Ontario, CA 91762	760.00
1008-462-25	933 W BONNIE BRAE CT, Ontario, CA 91762	170.00
1008-481-01	804 W LA DENEY DR, Ontario, CA 91762	120.00
1008-482-05	832 W HAWTHORNE ST, Unit:A, Ontario, CA 91762	340.00
1008-512-10	856 W HARVARD PL, Ontario, CA 91762	220.00
1008-513-16	1000 Fourth W, Ontario, CA 91762	172.00
1008-532-03	1008 W YALE ST, Ontario, CA 91762	170.00
1010-141-03	910 N MOUNTAIN AV, Ontario, CA 91762	220.00
1010-191-30	1025 W I ST, Ontario, CA 91762	115.40
1010-191-45	1048 W H ST, Ontario, CA 91762	172.00
1010-491-02	828 W HOLT BL, Ontario, CA 91762	340.00
1011-112-44	0 W BROOKS ST, Ontario, CA 91762	172.00
1011-121-24	1345 W HOLT BL, Building:1, Ontario, CA 91762	340.00
1011-181-11	1128 W MISSION BL, Building:2, Unit:F, Ontario, CA 91762	340.00
1011-391-69	939 W MISSION BL, Building:1, Unit:D, Ontario, CA 91762	320.00
1011-413-27	910 S PALMETTO AV, Ontario, CA 91762	108.00
1011-421-38	1022 S MAGNOLIA AV, Ontario, CA 91762	77.38
1014-111-04	1519 S OAKS AV, Ontario, CA 91762	8,020.00
1014-221-38	1221 W LOCUST ST, Ontario, CA 91762	172.00
1014-441-25	1387 FRANCIS ST W, Ontario, CA 91762	1,500.00
1014-532-04	2004 S PALMETTO AV, Ontario, CA 91762	8,784.00
1047-302-01	767 W LA DENEY DR, Ontario, CA 91762	120.00
1047-333-11	353 W BONNIE BRAE CT, Ontario, CA 91762	340.00
1047-372-12	634 E BONNIE BRAE CT, Ontario, CA 91764	3,131.12
1047-432-07	1129 E LA DENEY CT, Ontario, CA 91764	1,639.00

Parcel Number	Address	Amount Due
1047-441-12	1314 N VIRGINIA AV, Ontario, CA 91764	79.12
1047-462-18	1125 N GROVE AV, Building:1, Ontario, CA 91764	510.00
1047-473-29	1017 E FOURTH ST, Building:1, Unit:A, Ontario, CA 91764	79.12
1047-473-39	1037 E FOURTH ST, Ontario, CA 91764	115.40
1047-502-18	737 E FOURTH ST, Unit:A, Ontario, CA 91764	120.00
1047-502-21	723 E FOURTH ST, Ontario, CA 91764	108.00
1047-521-45	634 E FIFTH ST, Ontario, CA 91764	120.00
1047-521-62	565 E YALE ST, Ontario, CA 91764	3,709.20
1047-542-02	1106 N EUCLID AV, Ontario, CA 91764	172.00
1047-543-31	315 E FOURTH ST, Ontario, CA 91764	6,840.00
1048-012-05	739 W J ST, Ontario, CA 91762	220.00
1048-022-07	625 W ROSEWOOD CT, Ontario, CA 91762	520.00
1048-032-36	632 W I ST, Ontario, CA 91762	120.00
1048-052-14	132 W J ST, Ontario, CA 91762	172.00
1048-081-24	650 E J ST, Ontario, CA 91764	379.60
1048-081-33	641 E PLAZA SERENA ST, Ontario, CA 91764	1,904.10
1048-093-26	627 E J ST, Ontario, CA 91764	108.00
1048-111-26	705 E PLAZA SERENA ST, Ontario, CA 91764	108.00
1048-123-17	1023 E I ST, Ontario, CA 91764	2,935.86
1048-131-27	1027 N CUCAMONGA AV, Ontario, CA 91764	172.00
1048-132-08	952 E ROSEWOOD CT, Ontario, CA 91764	4,409.15
1048-383-15	617 N CAMPUS AV, Ontario, CA 91764	340.00
1048-411-16	760 E G ST, Ontario, CA 91764	420.00
1048-471-14	1117 E HOLT BL, Ontario, CA 91761	172.00
1048-561-10	220 W C ST, Ontario, CA 91762	172.00
1048-565-10	203 N EUCLID AV, Ontario, CA 91762	420.00
1048-565-11	112 W B ST, Ontario, CA 91762	120.00
1048-566-05	317 N EUCLID AV, Building:1, Unit:A, Ontario, CA 91762	1,347.59
1048-581-28	301 N VINE AV, Ontario, CA 91762	172.00
1049-011-09	767 W BROOKS ST, Ontario, CA 91762	172.00
1049-012-18	145 S CYPRESS AV, Ontario, CA 91762	172.00
1049-021-26	559 W HOLT BL, Ontario, CA 91762	172.00
1049-043-03	211 W MAIN ST, Ontario, CA 91762	172.00
1049-057-05	112 S EUCLID AV, Building:1, Ontario, CA 91762	144.60
1049-101-10	756 E HOLT BL, Unit:A, Ontario, CA 91761	490.00
1049-111-01	316 S BON VIEW AV, Building:2, Ontario, CA 91761	172.00
1049-111-05	725 E STATE ST, Building:1, Ontario, CA 91761	172.00
1049-111-06	235 S CAMPUS AV, Unit:A, Ontario, CA 91761	172.00
1049-221-32	550 E SUNKIST ST, Ontario, CA 91761	672.00
1049-231-05	520 E STATE ST, Ontario, CA 91761	12,405.00
1049-244-04	515 S LEMON AV, Ontario, CA 91761	1,608.00

Parcel Number	Address	Amount Due
1049-245-01	302 E STATE ST, Ontario, CA 91761	172.00
1049-245-06	404 S CHERRY AV, Building:1, Ontario, CA 91761	120.00
1049-253-09	215 E NEVADA ST, Ontario, CA 91761	172.00
1049-272-09	402 W SUNKIST ST, Ontario, CA 91762	108.00
1049-303-29	601 S CYPRESS AV, Ontario, CA 91762	668.80
1049-365-11	910 S CALDWELL AV, Ontario, CA 91761	170.00
1049-366-09	901 S CALDWELL AV, Ontario, CA 91761	844.00
1049-367-11	902 S HOPE AV, Ontario, CA 91761	22,720.00
1049-368-01	931 S HOPE AV, Ontario, CA 91761	172.00
1049-371-07	904 E CALIFORNIA ST, Ontario, CA 91761	120.00
1049-392-04	1030 S GROVE AV, Ontario, CA 91761	172.00
1049-392-05	1044 S GROVE AV, Ontario, CA 91761	172.00
1049-392-06	1050 S GROVE AV, Ontario, CA 91761	172.00
1049-501-01	1129 S SULTANA AV, Ontario, CA 91761	172.00
1049-503-13	1104 S CAMPUS AV, Ontario, CA 91761	79.12
1049-573-28	562 W RALSTON ST, Unit:A, Ontario, CA 91762	92.00
1050-081-19	1431 S EUCLID AV, Ontario, CA 91761	108.00
1050-091-01	1563 S SULTANA AV, Ontario, CA 91761	46.00
1050-102-04	631 E DE ANZA ST, Ontario, CA 91761	3,531.40
1050-281-27	119 W MAPLE ST, Ontario, CA 91762	172.00
1050-284-01	1724 S EUCLID AV, Building:3, Ontario, CA 91762	220.00
1050-401-28	301 E GREVILLEA ST, Ontario, CA 91761	340.00
1050-441-04	1954 S BON VIEW AV, Ontario, CA 91761	1,922.40
1050-623-03	2020 S VINE AV, Ontario, CA 91762	108.00
1050-661-14	1459 S EUCLID AV, Unit:22, Ontario, CA 91761	79.12
1051-051-72	2252 S EUCLID AV, Building:1, Unit:A, Ontario, CA 91762	1,235.61
1051-271-06	2556 S EUCLID AV, Ontario, CA 91762	228.00
1051-321-62	2550 S GROVE AV, Building:1, Ontario, CA 91761	108.00
1051-511-06	340 W ST. ANDREWS ST, Ontario, CA 91762	2,137.80
1051-581-53	958 E COTTONWOOD ST, Ontario, CA 91761	228.00
1051-613-03	451 E RIVERSIDE DR, Building:A, Unit:1, Ontario, CA 91761	57.00
1052-531-01	0 E SCHAEFER AV, Ontario, CA 91761	172.00
1073-281-28	2717 E MURDOCK LN, Ontario, CA 91762	115.40
1083-011-15	2548 S ARCHIBALD AV, Ontario, CA 91761	228.00
1083-051-33	2832 S CANTERBURY TR, Ontario, CA 91761	120.00
1083-142-05	3209 E CLEAR LAKE RD, Ontario, CA 91761	170.00
1083-301-02	2910 S LAUREL TREE DR, Ontario, CA 91761	170.00
160		**263,542.57**

CITY OF ONTARIO *Agenda Report* **January 20, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Building Prepared By: Emily Medina Department: Prepared By: Emily Medina Staff Member Presenting: Rudy Zeledon, Executive Director Community Development Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 6

SUBJECT: **AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENTS FOR ON-CALL ELECTRONIC ARCHIVING OF BUILDING PLANS**

RECOMMENDATION: That the City Council authorize the City Manager, or his designee, to execute Amendment No. 3 to the Professional Services Agreement with OB Reprographics, Inc., increasing the contract amount by $141,375 to a new not-to-exceed amount of $259,218 to complete the electronic archiving of approved building plan sets.

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

FISCAL IMPACT: Amendment No. 3 with OB Reprographics, Inc. will increase the contract amount by $141,375, for a total not-to-exceed amount of $259,218, to complete the electronic archiving of building plans. The Fiscal Year 2025-26 Adopted Budget includes appropriations in the General Fund for on-call electronic archiving of building plans.

BACKGROUND & ANALYSIS: The Building Department implemented digital plan submittals in early 2023 to improve operational efficiency, enhance record retention, and streamline access to plans for both staff and the public. To support this transition, the Department required a reprographics firm to digitize its existing paper plans. Ontario Municipal Utilities Company (OMUC) already held a contract with OB Reprographics, Inc., a local small business based in Ontario. The original contract amount was for $45,000. The Building Department was able to join this contract through the following amendments:

- Amendment No. 1 (dated May 28, 2024): The Building Department was added to the contract, which was extended for one year through October 31, 2024, and the contract amount was increased by $22,843.15, resulting in a new not-to-exceed (NTE) amount of $67,843.15.
- Amendment No. 2 (dated April 9, 2025): OMUC extended the contract for an additional two years through October 31, 2026, and increased the contract amount by $50,000, resulting in a revised NTE of $117,843.15.

With the proposed Amendment No. 3, the Building Department will be able to digitize all remaining paper plans currently stored in the office. This amendment will increase the contract amount by $141,375.00, for a total not-to-exceed amount of $259,218. This increase will ensure the completion of electronic archiving for all remaining paper plan records.

PROPOSAL

Prepared Exclusively For:

CITY OF ONTARIO

JAMES CARO & EMILY MEDINA

Prepared By:

Nathan Tjioe

12/08/2025

ONTARIO
BLUEPRINT
Graphic Services Since 1946
2000. S. Grove Ave Suite 101
Ontario, CA 91761
(909) 923-5878

ONTARIO
BLUEPRINT
Graphic Services Since 1946

Ontario Blueprint is a family owned and operated business, which has been serving the local community since **1946**. We have been in the business of assisting companies with their document management, marketing and printing needs for over 60 years. Located in the city of Ontario, we specialize in document management for all phases of planning, designing, and construction in and around the Ontario area. Our friendly six person staff will go the extra mile to ensure our customer's satisfaction.

In today's reprographic environment, with national chains absorbing many of the smaller service reprographers, we still do business the old fashioned way, with a smile and a handshake. We take pride in understanding our customer's needs and in finding the answers to their questions through unique innovations. Our goal is complete customer satisfaction, and we won't rest until we have it.

Our operating hours are 8:30A.M. - 5:00P.M. Monday Through Friday, and we also offer 24 hour availability to assure that we meet all of our customer's needs.

We have 2 full time delivery vehicles, and an additional 2 vehicles on call as needed. We maintain an average response time of less than one hour for all service calls. With urgent pickup requests answered in a matter of minutes.

The following is an example of just some of the services and products we have provided to a diverse client base which includes the architectural, engineering, construction industry, aerospace, public utilities educational agencies and all government agencies (city, county, state and federal).

LINECARD OF SERVICES

- Blueprinting
- Copying Services
- Color Laser Printing
- Digital Color Printing
- Large Format Copying
- Scanning (Imaging) to CD
- Digital Plotting
- Dry Mounting and Laminating
- Litigation Copying and Support
- Vital Records Storage, Protection and Retrieval
- Conversion Image Management
- Disaster Recovery Planning
- Binding Services
- Pickup and Delivery Services
- Plan Packaging and Mailing Services
- Overnight Shipping Services

3. References

1. City of Chino

Public Works Dept.
Isaac Ortega - Permit Processing Specialist Telephone:
909-464-8365

2. Savant Construction

Matthew Hinkley
13830 Mountain Ave.
Chino, CA 91710
Telephone: 909-614-4300

3. Pfeiler and Associates Engineers

Don Masukawa, P.E.
14181 Fern Ave., Chino, CA 91710
Telephone: 909-993-5800

4. Chaffey Union Joint District Gigi

Crist, Facilities Secretary
211 W. Fifth St, Ontario, CA 91762
Telephone: 909-988-8511

5. Tilden Coil Constructors

Michelle Prokop, Senior Project Manager
3612 Mission Inn Avenue, Riverside, CA 92501
Telephone: 951-684-5901

6. Ontario Municipal Utilities

Ivan Sanchez, Senior Project Manager
1333 S Bon View Ave, Ontario, CA 91761
Telephone: 909-395-2050

4. Contact Page

- *Address:*

  2000. S. Grove Ave Suite 101A
  Ontario, CA 91761
  Phone: (909) 923-5878
  Fax: (909) 923-5938

Web address: **www.ontarioblueprint.com**

Email : mail@ontarioblueprint.com

- *24 Hr contact information*
- *Nathan Tjioe*

  cell phone (909) 223-4428
- *Rick Gebhardt*

  Cell phone (909)331-6144

5. Pricing for Quote
for scanning

any blueprint sheet $.80 cents to $1.20 cents

sheet specs $0.10c per image

150,000 blueprint sheets &
250,000 specs Sheets
estimate total $130,000.00 plus tax
total of $141,375.00

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND OB REPROGRAPHICS, INC / ONTARIO BLUEPRINT

1. Parties and Date.

This Amendment No. 3 to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario ("City") and OB Reprographics, Inc / Ontario Blueprint, a Corporation with its principal placed of business at 2000 S Grove Av Suite 101 Ontario, CA 91761 (Consultant) City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. The City and Consultant have entered into an agreement entitled "Professional Services Agreement" dated December 13, 2021 ("Agreement").

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement to finalize electronic archiving of all paper plans that the city currently obtains with an increase of $141,375.00. The Parties have heretofore entered into that Amendment No. 1 dated May 28, 2024. The Parties have heretofore entered into that Amendment No. 2 dated April 9, 2025

2.3 Amendment Authority. This Amendment No. 3 is authorized pursuant to Section 3.7.14 of the Agreement.

3. Terms.

3.1 Amendment. Section 3.2.1 of the Agreement is hereby amended in its entirety to read as follows:

'3.2.1 Compensation Consultant shall receive compensation, including authorized reimbursements, for all services rendered under this agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **TWO HUNDRED FIFTY-NINE THOUSAND,**

TWO HUNDRED EIGHTEEN DOLLARS AND FIFTEEN CENTS 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 by this Agreement"

Attachment A is hereby added in its entirety and added to Exhibit C attached hereto and incorporated herein by reference

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 3, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 3. From and after the date of this Amendment No. 3, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 3.

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. 3.

3.4 Severability. If any portion of this Amendment No. 3 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. 3 TO PROFESSIONAL SERVCES AGREEMENT BETWEEN THE CITY OF ONTARIO AND OB REPROGRAPHICS, INC / ONTARIO BLUEPRINT

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 3 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

OB REPROGRAPHICS, INC / ONTARIO BLUEPRINT

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

CITY OF ONTARIO *Agenda Report* **January 20, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Management Services Prepared By: Claudia Y Isbell Staff Member Presenting: Darlene M. Sanchez, Assistant City Manager Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 7

SUBJECT: ADOPTION OF ORDINANCE ESTABLISHING HOTEL EMPLOYEE SAFETY REGULATIONS

RECOMMENDATION: That the City Council consider and adopt an Ordinance establishing safety regulations for hotel employees.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the Growth and Evolution of the City's Economy

FISCAL IMPACT: There is no fiscal impact directly related to the adoption of this Ordinance.

BACKGROUND & ANALYSIS: On December 16, 2025, the City Council introduced and waived further reading of an Ordinance establishing safety regulations for hotel employees. The City of Ontario's reputation as a Business-Friendly City extends to the ongoing and continuous improvement to infrastructure, public safety, and quality of life for its residents and businesses. As a result of a recent initiative effort, Staff has drafted an Ordinance establishing regulations to protect hotel workers, thereby helping to keep hotel workers in the City of Ontario safe.

The Ordinance is designed to create and strengthen workplace safety for hotel employees.

Key highlights of this Ordinance include:

- Requirement of hotels to maintain dependable emergency response systems by designating trained personnel, such as security staff or on-duty managers, who are responsible for responding to alerts.
- At least one trained responder must be present at all times, and the training must cover hotel procedures, device operation, and the rights afforded to employees under the ordinance.
- Hotel employees may keep guest room doors open while cleaning, and employees who report threatening or violent guest behavior must be reassigned away from the offending guest upon request.
- Prohibits retaliation, requires employers to allow employees time to contact law enforcement, and mandates cooperation with any police investigation.
- Hotels must also provide written notice of these rights and procedures in the primary languages spoken by more than ten employees.

Staff recognizes the need for an Ordinance establishing Hotel Worker Safety and recommends the City Council adopt the Ordinance.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADOPTING HOTEL EMPLOYEE SAFETY REGULATIONS.

WHEREAS, Hotel employees who work by themselves could be vulnerable to crimes and other threatening behavior, including sexual assault; and

WHEREAS, this City of Ontario, by way of this Ordinance can enable hotel workers to protect their safety by requiring that hotel employers provide each hotel employee assigned to work in a guest room or restroom without other employees present, with personal safety devices which they may use to report threatening conduct by a hotel guest and other emergencies; and

WHEREAS, many instances of sexual assault go unreported to the police, this Ordinance also includes provisions that support hotel employees' ability to report criminal and threatening guest behavior to the proper authorities; and

WHEREAS, the City of Ontario recognizes the threats to hotel employees and wishes to protect the safety of hotel employees.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF ONTARIO DOES ORDAIN AS FOLLOWS:

SECTION 1. The City Council hereby finds and determines that the recitals set forth above are true and correct and are hereby incorporated and adopted as findings and determinations by the City Council as if fully set forth herein.

SECTION 2. Definitions.

A. "Emergency" means an immediate threat to public safety or of substantial risk of property loss or destruction.

B. "Guest" means registered guests, others occupying guest rooms with registered guests, and visitors invited to guest rooms by a registered guest or other occupant of a guest room.

C. "Guest room" means a room made available by a hotel for transient occupancy.

D. "Hotel" means structures as defined by City of Ontario Municipal Code section 3-6.02, or suites of rooms, and includes motels as defined by City of Ontario Municipal Code section 3-6.02.

E. "Hotel employee" means any individual who is employed directly by the hotel employer or by a person who has contracted with the hotel employer to work in guest rooms or restrooms without other employees present.

F. "Hotel employer" means a person who owns, controls, and/or operates a hotel in the City of Ontario, or a person who owns, controls, and/or operates any contracted, leased, or sublet premises connected to or operated in conjunction with the hotel's purpose.

G. "Personal safety device" means an emergency electronic geo-located contact device carried by a hotel employee by which the hotel employee may summon immediate on-scene assistance from a security guard or other person employed by the hotel.

H. "Person" means an individual, corporation, partnership, limited partnership, limited liability partnership, limited liability company, business trust, estate, trust, association, joint venture, agency, instrumentality, or any other legal or commercial entity, whether domestic or foreign.

SECTION 3. Measures to protect hotel employees from harassment and assault.

A. Personal safety devices. A hotel employer shall provide a personal safety device to each hotel employee assigned to work in a guest room or restroom without other employees present, regardless of job classification, at no cost to the hotel employee. It is recognized that because of the varying size and physical layout of each hotel, different devices may be appropriate for different hotels. A hotel employee may use the personal safety device if the hotel employee reasonably believes there is an ongoing crime, threatening behavior, or other emergency in the hotel employee's presence. The hotel employee may cease work and leave the immediate area of danger to await the arrival of assistance.

B. Hotels shall designate security personnel or on duty managers as being responsible for responding to personal safety device alerts. Such individuals should receive a minimum of two (2) hours of training on the Hotel’s procedures for response, the functioning and operation of the personal safety devices and employee rights as delineated in this Chapter. The Hotel shall have at least one (1) such designated and trained individual on duty at all times.

C. Hotel employees' rights.

1. The hotel employer must allow guest room doors to be left open during cleaning. Nothing herein shall prevent a hotel employee from voluntarily electing to keep a guest room door closed during cleaning as the hotel employee sees fit.

2. A hotel employee who brings to the attention of a hotel employer the occurrence of violence or threatening behavior, including but not limited to indecent exposure, solicitation, assault, or coercive sexual conduct by a guest shall be afforded the following rights:

   a. If the hotel employee reasonably believes that his or her safety is at risk and so requests, the hotel employee shall be reassigned to a different work area, away from the person who is alleged to have engaged in the threatening

behavior or violence or for the duration of any continued occupancy by the person at the hotel;

b. The hotel employer (i) shall immediately allow the affected hotel employee, if he or she so chooses, sufficient time to contact the police and provide a police report or statement and (ii) shall not in any way discourage an employee from making such report and shall not discipline or retaliate against an employee for making or choosing to not make such report;

c. The hotel employer shall cooperate with any investigation into the incident undertaken by the law enforcement agency with jurisdiction;

d. A hotel employer shall not discipline, discharge or in any manner discriminate or retaliate against an employee who reasonably uses a personal safety device or brings to the attention of a hotel employer the occurrence of violence or threatening behavior, including but not limited to indecent exposure, solicitation, assault, or coercive sexual conduct by a guest; and

e. Each hotel employer shall give written notification to each current hotel employee, and to each new hotel employee at the time of hire, of his or her rights under this Section and the Hotel's procedures and protocols regarding personal safety devices and responding to a personal safety device alert. The notification shall be in each primary language spoken by more than ten (10) hotel employees.

SECTION 4. Application to existing hotels. Any hotel containing fifty (50) or more guest rooms, or suites of rooms, operating under an existing business license on the effective date of this Chapter shall be brought into full compliance with the provisions of this Chapter, not later than twelve (12) months following the effective date of this Chapter. All other hotels containing less than fifty (50) guest rooms, or suites of rooms, operating under an existing business license on the effective date of this Chapter shall be brought into full compliance with the provisions of this Chapter, not later than eighteen (18) months following the effective date of this Chapter.

SECTION 5. Severability. If any provision or application of this Chapter is declared illegal, invalid or inoperative, in whole or in part, by any court of competent jurisdiction, the remaining provisions and portions thereof shall remain in full force or effect. The courts are hereby authorized to reform the provisions in this Chapter in order to preserve its maximum permissible effect.

SECTION 6. Relationship to other ordinances. These provisions are not intended to abrogate or impair the provisions of any other section of this Code which is not in conflict with the provisions of this Chapter. However, in the event of a conflict between the provisions of this Chapter and the provisions of any other ordinance, the provisions of the Code that establish the more stringent, superior or higher standards shall control.

SECTION 7. Enforcement. Notwithstanding any other provision of law, alleged violations of this Chapter shall be enforced exclusively by [city agency name] pursuant to Municipal Code section [number]. Violations of this Chapter shall be subject to an administrative fine of up to $500 for an initial violation, and up to $1,000 for a subsequent violation. "Violation" means each incident when an alleged violation was committed, without reference to the number of employees affected by the alleged violation.

SECTION 8. Effective Date. This Ordinance shall take effect thirty (30) days after its adoption.

PASSED, APPROVED, AND ADOPTED this 20th day of January 2026.

_____
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 December 16, 2025 and adopted at the regular meeting held January 20, 2026 by the following roll call vote, to wit:

AYES: MAYOR/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 January 20, 2026 and that Summaries of the Ordinance were published on _____ and _____, in the Inland Valley Daily Bulletin newspaper.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

CITY OF ONTARIO *Agenda Report* **January 20, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Financial Services Prepared By: Mary Ann Sy Department: Prepared By: Mary Ann Sy Staff Member Presenting: Armen Harkalyan, Executive Director of Finance Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 8

SUBJECT: **ANNUAL COMPRENHENSIVE FINANCIAL REPORT FOR FISCAL YEAR ENDED JUNE 30, 2025, AND AB 1600 DEVELOPMENT IMPACT FEE ANNUAL REPORT FOR FISCAL YEAR ENDED JUNE 30, 2025**

RECOMMENDATION: That the City Council accept the City of Ontario's Annual Comprehensive Financial Report (ACFR) for the Fiscal Year ended June 30, 2025, and the City of Ontario's AB1600 Development Impact Fee (DIF) Annual Report for Fiscal Year ended June 30, 2025.

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 as a result of both of these actions. However, the City's receipt of an unqualified audit report with no material internal control weaknesses or significant deficiencies reported, can result in enhanced bond ratings. In addition, the AB1600 Development Impact Fee (DIF) annual report is submitted to the City Council for informational purposes only, as it strictly reports on the DIF funds.

BACKGROUND & ANALYSIS: The primary objectives of a financial audit are: (1) to express an opinion on the fairness of the financial statements in conformity with Generally Accepted Accounting Principles (GAAP); and (2) to determine whether the City has complied with applicable legal requirements in obtaining and expending public funds.

The audit for Fiscal Year 2024-25 was performed in accordance with Generally Accepted Auditing Standards (GAAS) by the accounting firm of Badawi & Associates. These standards are required to obtain reasonable assurances that the general-purpose financial statements are free from material misstatements. The opinion given in the Independent Auditors Report states that the "financial statements present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Ontario, California, as of June 30, 2025, and the respective changes

in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America." In addition, City staff has ensured the audited financial statements were made available for the public and the City Council review prior to the December 31, 2025, deadline, as required by law. The audited financial statements for Fiscal Year ended June 30, 2025, is available on the City's website at: https://www.ontarioca.gov/government/financial-services/budget-and-financial-reports.

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 AB1600 DIF Annual Report for Fiscal Year ended June 30, 2025, 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 DIF information available to the public. The City of Ontario addresses these reporting requirements through issuance of the AB1600 DIF Annual Report along with the release of periodic updates to the City's development impact fee calculation and nexus schedules.

The AB1600 DIF Annual Report for Fiscal Year ended June 30, 2025, is comprised of the following schedules: Development Impact Fee Annual Report Fees Schedule by Fund and Land Use, Development Impact Fee Annual Report, Development Impact Fee Annual Report Project Expenditures, Development Impact Fee Annual Report Estimated Project Start Date. The City of Ontario's AB1600 DIF Annual Report for Fiscal Year ended June 30, 2025, as well as the Fiscal Year 2021-22 Development Impact Fee Calculation and Nexus Report, and the Master Facilities Plan for Fiscal Year 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/financial-services/development-impact-fees.

Executive Overview

Annual Comprehensive Financial Report for Fiscal Year Ended June 30, 2025

Annual Comprehensive Financial Report for Fiscal Year Ended June 30, 2025

- An Annual Comprehensive Financial Report (ACFR) is a set of governmental financial statements comprising the financial report of a U.S. governmental entity that complies with the accounting requirements promulgated by the Governmental Accounting Standards Board (GASB).
- ACFR is compiled by a governmental accounting staff and audited by an external American Institute of Certified Public Accountants (AICPA) certified accounting firm utilizing GASB requirements.
- The primary objectives of a financial audit are:
    - To express an opinion on the fairness of the financial statements in conformity with generally accepted accounting principles; and
    - To determine whether the City has complied with applicable legal requirements in obtaining and expending public funds.

Annual Comprehensive Financial Report for Fiscal Year Ended June 30, 2025 (Cont'd)

- The audit for Fiscal Year 2024-25 was performed in accordance with generally accepted auditing standards by the accounting firm of Badawi & Associates, CPAs.
- These standards are required to obtain reasonable assurances that the general-purpose financial statements are free from material misstatements.
- The opinion given in the Report of the Independent Auditors states that the general-purpose financial statements present fairly, in all material respects, the financial position of the City of Ontario on June 30, 2025, and
- The results of the City's operations are in accordance with generally accepted accounting principles.

Annual Comprehensive Financial Report for Fiscal Year Ended June 30, 2025 – Financial Highlights

- The City's overall Net Position or Net Worth as of June 30, 2025 is $2.22 Billion.
  - A slight increase in the City's financial position of approximately $.11 million.
- The City's investment in Capital Assets amounts to $2.06 Billion as shown on slide 6.
  - This investment in Capital Assets includes land, buildings and improvements, machinery and equipment, infrastructure, intangible assets, and construction in progress.
- The largest portion of the City's net position, also shown on slide 6, is Net Investment in Capital Assets in the amount of $1.36 Billion.
- The City uses these capital assets to provide services to Citizens; consequently, these assets are not available for future spending.
- Overall Revenues: $ 826.37 Million
- Overall Expenditures: $ 713.54 Million
- Cash and Investments: $1,006.93 Million
  - The City maintains reasonable liquidity to meet maturing obligations and maximizing return using competitive rate comparisons from various investment sources.

CITY OF ONTARIO

Annual Comprehensive Financial Report for Fiscal Year Ended June 30, 2025 – Financial Highlights (General Fund)

- As of June 30, 2025, the City's General Fund had an assigned fund balance for the stability reserve $87.50 million, which achieves the 20 percent of General Fund expenditures, in compliance with the City's adopted fund balance and reserve policy.
- Revenue Increases
  - Increase in sales tax revenues primarily due to the opening of new Amazon facility in fall of 2024
  - Increase in property tax revenues because of growth in property valuations and new commercial and residential development, mainly in Ontario Ranch
  - Increase revenue in miscellaneous, primarily due to increase in revenues received from the Toyota Arena
- Expenditure Increases
  - Increase in personnel costs relating to approved labor costs and contractual services
  - Rising materials and supplies costs due to inflation and supply chain challenges

CITY OF ONTARIO

Statement of Net Position

Statement of Net Position as of June 30,			
	2025	**2024**	**2023**
Current and Other Assets	$1,510,370,662	$1,448,816,210	$1,481,820,522
Capital Assets	2,066,321,215	1,634,445,264	1,609,526,264
Deferred Outflows of Resources	111,188,799	177,223,314	180,171,316
Total Assets and Deferred Outflows of Resources	**$3,687,880,676**	**$3,260,484,788**	**$3,271,518,102**
Current Liabilities	$314,344,965	$212,283,421	$173,378,667
Noncurrent Liabilities	1,110,445,432	873,492,201	869,840,924
Deferred Inflows of Resources	47,720,360	72,055,873	98,751,701
Total Liabilities and Deferred Inflows of Resources	**$1,472,510,757**	**$1,157,831,495**	**$1,141,971,292**
Net investment in Capital Assets	$1,356,983,388	$1,271,084,986	$1,231,821,298
Restricted	344,802,681	291,840,481	298,040,544
Unrestricted	513,583,850	539,727,826	599,690,197
Total Net Position	**$2,215,369,919**	**$2,102,653,293**	**$2,129,552,039**

Assets - resources owned and controlled by the City that are expected to benefit future operations.

Deferred Outflows of Resources - the consumption of net assets applicable to future reporting period. For example, deferred amounts for bond refunding, pensions and OPEB .

Liabilities - debt or obligations that the City must pay.

Deferred Inflows of Resources – the acquisition of net assets applicable to future reporting period. For example, unavailable revenue, leases receivable, pensions and OPEB.

Net Investment in Capital Assets - represent the City's investment in capital assets, less any related outstanding debt used to acquire those assets.

Net Position - reflects the City's net worth (Net Position = Assets + Deferred Outflows of Resources - Liabilities - Deferred Inflows of Resources).

CITY OF ONTARIO

Statement of Activities – Revenues (All Funds)

Statement of Activities as of June 30,			
	2025	**2024**	**2023**
Revenues:			
Charges for Services	$344,970,670	$277,793,609	$314,281,776
Operating/Capital Contributions and Grants	55,044,291	80,018,587	81,961,284
Taxes	361,285,073	336,769,183	280,079,759
Motor Vehicle In Lieu – Unrestricted	285,738	223,224	184,008
Use of Money and Property	55,246,587	49,879,005	16,484,117
Other	3,751,210	11,357,191	23,872,727
Gain on Sale of other Investments	5,791,452	-	(43)
Special Item	-	-	-
Total Revenues	**$826,375,021**	**$756,040,799**	**$716,863,628**

Charges for Services - revenues generated from licenses, permits, other fees, fines, forfeitures, and charges paid by the recipients of goods and services offered by the City programs.

Operating/Capital Contribution and Grants - grants and contributions from other governments, organizations and individuals that are restricted in some manner.

Taxes - property tax, sales tax, transient occupancy tax, business license tax, franchise fees and other taxes.

CITY OF ONTARIO

Statement of Activities – Expenses and Net Position (All Funds)

Statement of Activities as of June 30,			
	2025 **	**2024**	**2023**
Expenses:			
Governmental Activities			
General Government	$65,594,979	$82,460,810	$67,731,301
Public Safety	258,987,243	255,505,920	228,863,410
Community Development	150,474,389	77,732,808	111,954,023
Public Works	67,028,991	80,567,818	26,209,165
Interest on Long-Term Debt	21,098,167	14,870,799	15,226,418
Business-Type Activities			
Water	49,795,227	64,903,096	54,989,884
Sewer	36,304,027	32,945,136	28,183,295
Integrated Waste	64,257,799	54,992,226	41,931,502
Total Expenses	**$713,540,822**	**$663,978,613**	**$575,088,998**
Changes In Net Positions (Revenues less Expenses)	112,834,199	92,062,186	141,774,630
Net Position, July 1	2,102,653,293	2,129,546,810	1,989,273,242
Restatement of Net Position*	(117,573)	(118,955,703)	(1,501,062)
Total Net Position	**$2,215,369,919**	**$2,102,653,293**	**$2,129,546,810**

* Restatement due to adjustments to correct capital assets, Property Held for Resale, Other Investments, SBITA Liabilities and Implementation of GASB 101 Compensated Absences
** Realignment of Engineering from Community Development to Public Works, effective July 1, 2024.

Governmental Activities – most of the City's basic services are reported here, including General Government (Elected Officials, Management Services, Financial Services and Human Resources), Public Safety (Police, Fire & Community Improvement), Community Development (Housing, Building, Planning, Economic Development, Recreation, Library and Museum), and Public Works (Parks, Streets & Engineering). Revenues from property taxes, sales tax, transient occupancy tax (TOT), parking tax, business license tax, etc., finance most of these activities.

Business-Type Activities – the City charges a fee to customers to recover all or most of the cost of certain services it provides. The City's water, sewer, and integrated waste operations are reported in this category.

CITY OF ONTARIO

General Fund Revenues

General Fund Revenues as of June 30,			
	2025	**2024**	**2023**
Revenue By Source:			
Property Tax	$105,249,239	$98,742,225	$89,800,425
Sales Tax	203,410,213	184,307,995	140,501,064
Transient Occupancy Tax	16,671,971	16,625,996	16,964,564
Other Taxes	19,931,984	21,465,830	19,823,126
Licenses & Permits	10,817,111	7,879,656	12,608,106
Intergovernmental	17,980,405	23,173,611	16,401,508
Charges for Services	54,872,910	55,383,343	51,923,310
Use of Money & Property	6,549,559	5,137,055	1,224,323
Fines & Forfeitures	1,419,576	1,141,324	959,216
Miscellaneous	16,556,435	7,098,255	6,607,104
Total Revenues By Source	**$453,459,403**	**$420,955,290**	**$356,812,746**

General Fund Expenditures by Function

General Fund Expenditures as of June 30,			
	2025	2024	2023
Expenditures By Function:			
General Government	$42,124,271	$38,712,927	$29,686,747
Public Safety	238,241,478	230,431,183	196,602,479
Community Development	79,095,855	85,809,117	63,535,293
Public Works	31,718,260	9,460,576	8,908,679
Debt Service	3,425,357	3,289,102	3,953,662
Total Expenditures By Function	**$394,605,221**	**$367,702,905**	**$302,686,860**

General Fund Available Resources

General Fund Reserves as of June 30,		2025	2024
Nonspendable:			
	Prepaid and Inventory	$ 762,300	$ 657,229
	Notes and Loans	48,000	365,462
	Advances to Other Funds	3,500,000	3,500,000
		$ 4,310,300	**$ 4,522,691**
Restricted:			
	Endowment/Trust	395,780	383,445
		$ 395,780	**$ 383,445**
Committed:			
	City Infrastructure	-	-
		$ -	**$ -**
Assigned:			
	Airport Authority	-	
	Inland System Project	-	
	Compensated Absences	-	-
	Continuing Appropriations	111,638	1,620,018
	Economic Uncertainty	20,000,000	20,000,000
	Stabilization Arrangement	87,499,338	73,354,731
		$ 107,610,976	**$ 94,974,749**
Unassigned		**-**	
	Total General Fund Reserves	**$ 112,317,056**	**$ 99,880,885**

General Fund - includes the following funds: General Fund and General Fund – Measure Q.

Nonspendable – portion of resources that cannot be spent because of their type. For example, inventories and prepaid costs.

Restricted – limitations imposed by grantors, laws or regulations.

Committed – limitation imposed at the highest level of decision making that requires formal action at the same level to remove.

Assigned – intended use established by the highest level of decision-making body designated for that purpose. For example, the 18 percent Stabilization Plan and equipment replacement.

Unassigned – available for appropriations.

Long-Term Debt Schedule

Ratio of Outstanding Debt by Type
(dollars in thousands, except per capita)

	2025	2024	2023
Governmental Activities			
General Obligations	-	-	-
Pension Obligation Bonds	211,155	217,815	223,665
Revenue Obligation Bonds	455,774 [2]	258,159	259,617
Loans	167,557	141,096	156,715 [3]
Total Governmemtal Activities	**834,486**	**617,070**	**639,997**
Business-Type Activities			
Revenue Bonds	110,239	62,625	65,190
Total Business-Type Activities	**110,239**	**62,625**	**65,190**
Total Primary Government	**$944,725**	**$679,695**	**$705,187**
Percentage of Personal Income [1]	17.75%	14.33%	16.05%
Per Capita	$5,150	$3,752	$3,938

1. Ratios are calculated using personal income and population for the prior calendar year.

2. In 2025 the Ontario Public Financing Authority issued Lease Revenue Bonds in the amount of $192,435,000, to finance the acquisition and construction of capital projects.

3. In 2023 the City entered into a purchase and loan agreement with the Ronald and Kristine Pietersma Family Trust in the amount of $120,0000,000, in order to provide funding for the construction of the sports complex. In 2023 the City entered into a purchase and sale agreement with 15 Dairy River, LLC for the purchase of property to be used for the construction of a sports complex in the amount of $28,690,200.

CITY OF ONTARIO

ANNUAL
COMPREHENSIVE

2025
CITY OF ONTARIO

FINANCIAL REPORT

FISCAL YEAR ENDED
JUNE 30, 2025

ONTARIO – THE PREMIER COMMUNITY

Across Ontario, progress is thriving. In 2024, the City broke ground on transformative developments designed to drive sustained growth and opportunity. These initiatives go beyond construction; they represent deliberate investments in a shared vision of a connected community filled with vibrant districts and neighborhoods.

Under the guidance of the City Council, Ontario continues to focus on community, infrastructure, and economic potential. These efforts aren't just for today; they are shaping Ontario into a destination where businesses thrive, families flourish, and opportunities are endless.

Ontario's neighborhoods are the foundation of our community, offering one of the region's most diverse housing stocks—from market-rate and workforce-attainable housing to vital programs supporting those in need. In 2024, Emporia Place Phase II delivered 50 workforce-attainable units, while the Vista Verde Apartments began plans to add 141 affordable units, expanding options for residents at all income levels.

Through Measure Q, Ontario is addressing homelessness and mental health challenges with transformative initiatives. The forthcoming Continuum of Care Campus will provide 120 to 177 low-income housing units, while the temporary Access Center on West Mission Boulevard will deliver critical services to those in need.

Complementing these programs, Ontario continues to invest in its parks and public spaces. Recent enhancements include a new playground at Bon View Park, a fitness court and playground at Homer F. Briggs Park, and the new X-Treme Fitness Course at John Galvin Park, ensuring residents have access to modern, inclusive recreational facilities.

At the heart of the City, the Ontario Civic Center Expansion is driving downtown revitalization. This transformative project includes a three-story, 68,421-square-foot City Services Building, a six-level parking structure with 821 spaces, and the new Fire Station 1. These facilities will centralize operations, enhance efficiency, and ensure the delivery of high-quality services while boosting the downtown daytime population and maximizing available space.

Downtown's residential and retail offerings continue to grow with the C-Block mixed-use project by Hutton Companies and Kendrew Development, which added 144 luxury apartments and 5,000 square feet of retail space. Expansion plans include 73 additional residential units east of C-Block and the new D-Block project, set to introduce 109 market-rate units and 6,250 square feet of ground-floor retail, further enhancing downtown's vibrancy and appeal.

As the future home of the Single-A Dodgers baseball affiliate, the Ontario Sports Empire will further elevate the City's reputation as a premier destination for sports and entertainment. Beyond its recreational appeal, the complex is projected to attract 1.2 million visitors annually, generate $1.5 million in new tax revenue, and create 610 full-time jobs, becoming a significant economic driver for the region. With construction already underway, opening day is scheduled for April 2026.

Together, we are building a stronger and unified Ontario; one street, one project, and one neighborhood at a time. Pardon Our Dust, we are building the Premier Community of the Inland Empire.

**Source: City of Ontario Economic Development Agency*

City of Ontario, California

ANNUAL COMPREHENSIVE FINANCIAL REPORT

For Fiscal Year Ending June 30, 2025

Prepared By:
Financial Services Agency

CITY OF ONTARIO CALIF.
SCHOOLS & CHURCHES
BUSINESS & AGRICULTURE
BALANCED COMMUNITY
INCORPORATED 1891

INTRODUCTION

CITY OF ONTARIO CALIF.
SCHOOLS & CHURCHES
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City of Ontario
Annual Comprehensive Financial Report
For the year ended June 30, 2025
Table of Contents

Page

INTRODUCTORY SECTION

Table of Contents i
Letter of Transmittal v
Principal Officers xv
Citywide Organizational Chart xvi

FINANCIAL SECTION

Independent Auditor's Report 1

Management's Discussion and Analysis 5

Basic Financial Statements:

Government-wide Financial Statements:
Statement of Net Position 34
Statement of Activities 36

Fund Financial Statements:

Governmental Fund Financial Statements:
Balance Sheet – Governmental Funds 42
Reconciliation of the Governmental Funds Balance Sheet to the Government-Wide Statement of Net Position 44
Statement of Revenues, Expenditures and Changes in Fund Balances – Governmental Funds 46
Reconciliation of the Governmental Funds Statement of Revenue, Expenditures, and Changes in Fund Balances to the Government-Wide Statement of Activities 48

Proprietary Fund Financial Statements:
Statement of Net Position – Proprietary Funds 50
Statement of Revenues, Expenses and Changes in Fund Net Position – Proprietary Funds 53
Statement of Cash Flows – Proprietary Funds 54

Fiduciary Fund Financial Statements:
Statement of Fiduciary Net Position – Fiduciary Funds 57
Statement of Changes in Fiduciary Net Position – Fiduciary Funds 58

Notes to Basic Financial Statements 61

Page

FINANCIAL SECTION, Continued

Required Supplemental Information:

Budget and Comparison Information – General Fund Budget Policies 137
Schedule of Revenues, Expenditures and Changes in Fund Balances – Budget and Actual:
General Fund 138
Ontario Housing Authority 140
Modified Approach for Infrastructure Capital Assets 141

Schedule of Changes in the Net Pension Liability and Related Ratios:
Miscellaneous Plan 144
Safety Police Plan 146
Safety Fire Plan 148
Schedule of Pension Plan Contributions 150
Schedule of Changes in the OPEB Liability and Related Ratios 152
Schedule of OPEB Contributions 154

Supplementary Information:

Combining and Individual Fund Statements and Schedules:

Combining Balance Sheet – Nonmajor Governmental Funds 162
Combining Statements of Revenues, Expenditures and Changes in
Fund Balances – Nonmajor Governmental Funds 166

Schedules of Revenue, Expenditures, and Changes in Fund Balance – Budget and Actual:
Nonmajor Special Revenue Funds:
Special Gas Tax 170
Quiet Home Program 171
Park Impact/Quimby 172
Asset Seizure 173
Air Quality Improvement Fund 174
Special Assessment/Fee Districts 175
Grants 176
Cable Access 177
Storm Drain Maintenance 178
Historic Preservation 179
NMC Public Services 180
Broadband/Fiber 181
Affordability in Lieu 182
Fire Mutual Aid 183
NMC CFD 184
OMC CFD 185
Opioid Settlement 186
Economic Development Activities 187
Community Development 188
Measure I 189

Page

FINANCIAL SECTION, Continued

Supplementary Information (Continued):
Schedules of Revenue, Expenditures, and Changes in Fund Balance – Budget and Actual:
Capital Project Funds:
Capital Projects 190
Impact Fees 191
Industrial Development Authority 192
Combining Statement of Net Position – Internal Service Funds 194
Combining Statement of Revenues, Expenses and Changes in Fund Net Position – Internal Service Funds 196
Combining Statement of Cash Flows – Internal Service Funds 198
Combining Statement of Fiduciary Net Position – Custodial Funds 202
Combining Statement of Changes in Fiduciary Net Position – Custodial Funds 214

STATISTICAL SECTION

Financial Trends:
Schedule 1 – Net Position by Component 229
Schedule 2 – Changes in Net Position 231
Schedule 3 – Changes in Fund Balances, Governmental Funds 232
Schedule 4 – Fund Balances, Governmental Funds 234

Revenue Capacity:
Schedule 5 – Assessed Value and Estimated Actual Value of Taxable Property 235
Schedule 6 – Direct and Overlapping Property Tax Rates 236
Schedule 7 – Principal Property Taxpayers 237
Schedule 8 – Property Tax Levies and Collections 238
Schedule 9 – Sales Tax Revenue by Category 239
Schedule 10 – Direct and Overlapping Sales Tax Rates 240
Schedule 11 – Sales Tax Revenue Payers by Industry 241

Debt Capacity:
Schedule 12 – Ratio of Outstanding Debt by Type 242
Schedule 13 – Ratio of General Bonded Debt Outstanding 243
Schedule 14 – Direct and Overlapping Governmental Activities Debt 244
Schedule 15 – Legal Debt Margin Information 245
Schedule 16 – Pledged Revenue Coverage 246

Demographic and Economic Information:
Schedule 17 – Demographic and Economic Statistics 247
Schedule 18 – Principal Employers 248

Operating Information:
Schedule 19 – Full-Time City Government Employees by Function 249
Schedule 20 – Operating Indicators by Function/Program 250
Schedule 21 – Capital Asset Statistics by Function/Program 251

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PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

December 19, 2025

To the Honorable Mayor, City Council, City Manager, and Citizens of the City of Ontario:

It is our pleasure to submit the Annual Comprehensive Financial Report (ACFR) of the City of Ontario (the City) for the fiscal year ended June 30, 2025. This report provides a broad view of the City's financial activities for the Fiscal Year 2024-25 and its financial position as of June 30, 2025. Although addressed to the elected officials and the citizens of the City, this report has several other users. Foremost among these other users are bondholders of the City, financial institutions, credit rating agencies, educational institutions, and other governmental entities. In producing an ACFR, the City of Ontario has chosen to provide financial information that is significantly greater than that which is required under state law.

Responsibility for both the accuracy of the information presented in the ACFR as well as the completeness and fairness of the presentation, including all disclosures, rests with the City. We believe that the information, as presented, is accurate in all material respects; that it is presented in a manner designed to fairly set forth the financial position of the City and the results of its operations; and that all disclosures necessary to enable the reader to gain the maximum understanding of the City's financial affairs have been included.

The management of the City has established a system of internal control that is designed to ensure that the assets of the City are safeguarded against loss, theft, or misuse. The system of internal control also assures that the accounting system compiles reliable financial data for the preparation of financial statements in conformity with Generally Accepted Accounting Principles (GAAP). Internal accounting controls are designed to provide reasonable, but not absolute, assurance that these objectives will be met. The concept of reasonable assurance recognizes that: (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the evaluation of the costs and benefits requires estimates and judgments by management. As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

FINANCIAL SERVICES | Armen Harkalyan, Executive Director
200 North Cherry Avenue • Ontario, CA 91764 | (909) 395-2442| OntarioCA.gov/Financial Services

The City of Ontario's financial statements have been audited by Badawi & Associates, CPAs, a firm of licensed certified public accountants. The goal of the independent audit was to provide reasonable assurance that the financial statements of the City of Ontario for the fiscal year ended June 30, 2025, are free from material misstatement. The independent audit involved examining on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. The independent auditor concluded, based upon the audit, that there was a reasonable basis for rendering an unmodified opinion that the City of Ontario's financial statements for the fiscal year ended June 30, 2025, are fairly presented in conformity with GAAP. The independent auditor's report is presented as the first component of the financial section of this report.

The independent audit of the financial statements of the City of Ontario was part of a broader, federally mandated "Single Audit" designed to meet the special needs of federal grantor agencies. The standards governing Single Audit engagements require the independent auditor to report not only on the fair presentation of the financial statements, but also on the audited government's internal controls and compliance with legal requirements, with special emphasis on internal controls and legal requirements involving the administration of federal awards. These reports are available in the City of Ontario's separately issued Single Audit Report.

Profile of the Government

The City of Ontario was founded as a "Model Colony" and incorporated on December 10, 1891. Ontario is located approximately 35 miles east of downtown Los Angeles and encompasses nearly 50 square miles. Ontario is one of the 150 largest cities in the United States and is home to more than 14,400 businesses, 94,700 jobs and a population of 184,404.

Ontario is ideally situated as a gateway to Southern California and beyond, with direct access to the I-10, I-210, and I-15 freeways, State Routes 60 and 83, and two major railways. Ontario International Airport (ONT) was recently ranked as both the fastest growing airport in the United States and the largest outbound cargo gateway. Today, ONT offers nonstop commercial jet servicing 30 domestic and international routes, including the only transpacific services from a Southern California airport other than LAX.

The City of Ontario operates under the council-manager form of government. Policy-making and legislative authority are vested in a governing council consisting of the mayor and four other members. The governing council is responsible, amongst other things, for passing ordinances, adopting the budget, appointing committees, and hiring both the City's manager and attorney. The City Manager is responsible for carrying out the policies and ordinances of the governing council, for overseeing the day-to-day operations of the government and for appointing the heads of the various agencies. The council is elected on a non-partisan basis. Council members serve four-year staggered terms, with two council members elected every two years. The mayor is elected to serve a four-year term.

In December 2022 the City Council took action to introduce an Ordinance approving four district maps for four Council members and with Ordinance No. 3224 added a new article 3 to title 2 of volume 1 of the Ontario Municipal Code to change the City's electoral system from at-large to by-district elections with the exception of the Mayor who will continue to be elected at-large.

The City of Ontario is a full-service city with 1,517 authorized full-time employees as of June 30, 2025. Services provided include police and fire protection; development including the construction and maintenance of streets, parks, water and sewer lines, traffic signals and other infrastructure; water, sewer, and integrated waste services; recreation and community services; and arts, cultural, and social programs. In addition to general government activities, the City Council also serves as the Board of Directors for the Ontario Industrial Development Authority, the Ontario Redevelopment Financing Authority, Ontario Public Financing Authority, and the Ontario Housing Authority. These activities have therefore been included as an integral part of the City of Ontario's financial statements. Additional information on these entities can be found in Note 1 in the notes to the financial statements.

The Ontario Municipal Code requires that the City Manager present the Annual Operating Budget to the City Council for approval. The Financial Services Agency, under the direction of the Executive Director of Finance, is responsible for compiling the estimated revenues and appropriations for the City Manager. Prior to the beginning of the new fiscal year, the City Council adopts the Annual Operating Budget at a public budget workshop.

The development of the Fiscal Year Annual Operating Budget begins in February with the dissemination of the budget preparation guidelines. The guidelines include policies and procedures to ensure that the preparation of the budget conforms to fiscal policies and guidelines established by the City Council. Before the Agency budget requests are submitted to the City Manager, the Financial Services staff reviews and analyzes all Agency requests. This review includes comparative analysis of historical and current expenditure levels. The City Manager and the Financial Services staff then hold meetings with each Agency Executive Director to discuss the budget requests and obtain additional information to assist in the assessment of the requests. A proposed budget is then submitted to the City Council for consideration in June. The budget must be approved by the City Council before the start of the new fiscal year: July 1st.

The City's budget policy is that all appropriations lapse at fiscal year-end. Outstanding obligation balances at the end of the fiscal year require re-approval by the City Council at the First Quarter Budget Update. City Council may amend the budget at any time during the fiscal year. Budget reports are presented to the City Council and the public on a quarterly basis. They include appropriations adjustments and revised revenue projections as needed. The City Manager may authorize budget transfers between line items, programs, and agencies if the total budget does not exceed the fund amount approved by the City Council. Budgetary changes between funds and/or projects require City Council approval. The level of budgetary controls is set at the Agency level by fund to ensure compliance with the budget as approved by the City Council. Budget-to-actual comparisons are provided in this report for each individual governmental fund for which an appropriated annual budget has been adopted. Additional information regarding the City's general budget policies can be found in the Required Supplementary Information.

Economic Condition and Outlook

As the City recovers from the last five years of economic disruption from the COVID pandemic, other challenges still exist with the continued war in Ukraine; the unknown fiscal impacts from the proposed tariffs by the new Federal administration; continued high interest rates even with recent rate cuts by the Federal Reserve; the possibility of a recession due to accelerated inflation levels not seen since the early 1980's; and the ongoing conflict in the middle east. Even with the anticipated additional resources, the City will need to continue to practice fiscal discipline and establish proactive measures to safely navigate the current and upcoming fiscal challenges, as well as deliver an unparalleled level of service and commitment to our community.

Other major challenges are the City's revenues which will soon be outpaced in the forthcoming fiscal years by increasing pension expenses, rising medical benefits costs, and the overall cost of labor. Moreover, the City should be mindful that in providing service to Ontario International Airport Authority (OIAA) and Ontario Ranch, there is an absorption factor to consider as service demands continue to grow and evolve. Additionally, it is crucial that recurring operating expenditures are strategically contained and do not outpace recurring revenues. In addition, funding of the Internal Service Allocations for Equipment Services, Information Technology Services, Facilities Maintenance, and Risk Liability have not increased to levels that ensure the sustainability of these services. For the City to successfully manage these significant fiscal issues, it is recommended that the City continue to practice fiscal discipline and establish proactive measures to safely navigate the current and upcoming fiscal challenges.

Measure Q

Measure Q was approved by Ontario voters in November 2022 and became effective on April 1, 2023, resulting in the implementation of a Transactions and Use Tax of one percent on all destination-based taxable sales in Ontario. This revenue source is estimated to bring in $63.00 million in Fiscal Year 2024-25. Fiscal year 2025-26 Measure Q revenues are projected at $64.30 million for the City's General Fund. Measure Q revenues are slated to be used to expand City services and programs as well as invest various Capital Improvement Program (CIP) projects. The CIP projects below will be funded by future anticipated Measure Q revenues.

- Ontario Regional Sports Complex
- Continuum of Care Campus
- Storm Drain Projects Citywide
- Toyota Arena Entertainment District Improvements
- Various Park and Community Center Improvements Citywide
- Ontario Museum of History and Art Master Plan

Even with the anticipated additional resources, the City will need to continue to practice fiscal discipline and establish proactive measures to safely navigate the current and upcoming fiscal challenges, as well as deliver an unparalleled level of service and commitment to our community. With the City Council's leadership and their prudent fiscal policies, the City's long-term financial health will further solidify its standing as the economic leader in the Inland Empire, and a formidable player in California, and the nation.

Long-Term Financial Plan

In addition to managing the City's money in a manner that ensures Ontario is financially stable, the long-term goals, efforts and actions reflect the City Council's continued commitment to support high quality public safety and municipal services, provides for the maintenance and expansion needs of the City's infrastructure and facilities, profiles an aggressive economic development strategy, and assures the investment and reinvestment of City resources into the community – all in the name of affording Ontario residents and businesses an exceptional quality of life.

Ontario's commitment to infrastructure improvements is demonstrated by the City's Capital Improvement Program that includes projects such as:

- $565,224,200 in improvements to City parks;
- $ 39,536,672 in public facilities projects;
- $ 65,274,690 in sewer, storm drain, and water projects;
- $ 39,582,096 in street and traffic improvements; and
- $ 6,038,835 in other miscellaneous projects

The City initially joined the California Employers' Retiree Benefit Trust (CERBT) to pre-fund its Other Post Employment Benefit (OPEB) liability in Fiscal Year 2019-20, establishing a Section 115 Trust with the initial deposit of $140 million. To diversify the Section 115 Trust, on February 6, 2024, the City Council approved the PARS Trust with the initial transfer amount of $75 million from CERBT to Public Agency Retirement Services (PARS). The City continues to make annual CERBT contributions and that amount may increase each year by the Annual CPI Index. As of June 30, 2025, the OPEB Trust fund balances were $111,089,979 in CEBRT and $85,313,627 in PARS.

The City issued pension obligation bonds on May 12, 2020, in the amount of $236.6 million for the CalPERS Safety Plans (Police and Fire) per City Council direction. The pay down of the City's CalPERS safety plans Unfunded Actuarial Liability (UAL) will potentially save the city up to $110 million over the life of the bond financing. Also, to stabilize future pension cost increases for its Miscellaneous employee group, on May 19, 2020, City Council authorized staff to utilize the City's Investment Portfolio with available cash balances to pay down the current UAL amount of $102.5 million for this group. This resulted in the City saving approximately $60 million, with combined savings of about $170 million for all three CalPERS pension plans: Fire Safety, Police Safety, and Miscellaneous. The issuance of pension obligation bonds assisted the City in achieving the General Fund goal of stabilizing existing CalPERS cost; however, it will come at heightened levels in the coming years.

The City of Ontario has, through prudent long-range policy decisions and sound fiscal management, maintained its position as an economic leader in Southern California. The City will continue to monitor key economic indicators, sources of revenues, and spending levels as part of its sound conservative fiscal approach. To maintain this structural balance, however, the City will have to proceed with caution. Balancing fiscal discipline and long-term vision, Ontario is well-positioned to address its obligations while capitalizing on opportunities.

Through the combined leadership of the City Council and the implementation of its prudent fiscal policies, the City has been able to enhance service levels to the community, invest in capital projects to enhance public facilities and infrastructure, and continue programs that promote its standing as the economic leader in the Inland Empire, and a formidable player in California and the nation.

Relevant Financial Policies

Fund Balance Policy

The City's Fund Balance and Reserve Policy, which was updated and approved on June 18, 2025, established the procedures for reporting unrestricted fund balance in the General Fund financial statements. Certain commitments and assignments of the fund balance will help ensure that there will be adequate financial resources to protect the City against unforeseen circumstances and events such as revenue shortfalls and unanticipated expenditures. The policy also authorizes and directs the Financial Services Agency in preparing financial reports that accurately categorize fund balance as per Governmental Accounting Standards Board (GASB) Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions.

Included in the Fund Balance Policy is the 20 Percent Stabilization Plan – the goal of the City Council to achieve a minimum of 20 percent of the annual general fund appropriations, as Assigned Fund Balance in the general fund. Based on the current year's general fund appropriations, the amount assigned to the 20 percent Stabilization Plan will either increase or decrease accordingly. This assigned balance is intended to be used for specific and defined emergency events, such as an earthquake, to address immediate needs in resources without impacting City services and to minimize the potential for disruption of municipal services to its citizens. As of June 30, 2025, the City's General Fund had an assigned fund balance for the stability arrangement of $87.5 million, which achieves the goal of 20 percent of the General Fund Adopted Budget for Fiscal Year 2024-25. This goal was temporarily decreased to 15 percent during the COVID pandemic but has since been brought back up to the previous set goal of 20 percent, effective July 1, 2023, with the goal of increasing the reserves up to 25 percent in future fiscal years.

This 20 percent of the General Fund is separate from the General Fund Contingency, also established in the Fund Balance Policy. The City's General Fund Contingency consists of amounts formally set aside and/or arrangements to maintain amounts for working capital needs, contingencies, and contractual obligations. Assigned amounts under General Fund Contingency include Economic Uncertainties of $20 million and Continuing Appropriations of $111,638.

Cash and Investments
The City of Ontario follows the practice of pooling cash and investments of all funds, except for funds required to be held by fiscal agents under provisions of bond indentures. Interest income earned on pooled cash and investments is allocated monthly to the various funds based on monthly cash and investment balances. Interest income from cash and investments with fiscal agents is credited directly to the related fund. As of June 30, 2025, the City of Ontario's cash and investments were $1,006,926,969.

Major Initiatives

Complete Community
Ontario is committed in building a "Complete Community" by investing in the growth and evolution of the area's economy while providing a balance of jobs, housing, and educational and recreational opportunities for our residents in a safe, well-maintained community. Ontario is evolving into an urban landscape of activity centers – complete with a full range of educational opportunities and health care providers, high paying jobs, a diverse mix of housing and rich cultural and recreational amenities.

Ontario offers businesses, residents, and visitors the opportunity to be part of a culturally diverse community with a rich history, unlimited economic opportunities, and convenient access to the region's abundant recreational, cultural and entertainment amenities. Within a short drive of Ontario are some of the world's premier outdoor destinations, colleges and universities, medical centers, and research facilities.

Livability is a big part of the Ontario story. The City is home to premium entertainment venues such as the Ontario Convention Center, Toyota Arena, and Ontario Mills Mall. Five highly rated school districts operate within the City's boundaries. Home prices are more affordable, and as the City grows and evolves, developments are being designed to advance the economic dynamics of the City. An 13,000-acre former agricultural preserve, now known as the Ontario Ranch, will add approximately 60,000 homes and 193,000 new residents to Ontario.

The Ontario Plan
On August 16, 2022, the Mayor and City Council of Ontario approved the comprehensive General Plan Update: The Ontario Plan (TOP) 2025. This plan provides a dynamic framework for continuous, comprehensive leadership in transforming the city into the Premier Community. It blends city governance with sustainable community goals, outlining the future direction of the community and integrating these elements into a unified guidance system that will shape the city's development for the next 20 years and beyond. Additionally, the plan sets policies that support adaptability to future changes.

Service to the Community
The "Approach to Public Service" is the underlying principle for each Agency citywide. This "Approach to Public Service" emphasizes that City employees "*choose public service to make a positive impact on the community*". The three principles behind this approach are the following:

- *Be Committed to the Community* – Whatever job you do, do it well!
- *Achieve Excellence Through Teamwork* – Take ownership of your job and support other team members.
- *Do the Right Thing the Right Way* – Focus on what is important and never compromise integrity.

Customer Service Initiative
Ontario continues to strive for excellence as the Premier City of the Inland Empire, and city staff dedication plays a key role in making that vision a reality. "Service for Your Success" means more than just delivering exceptional customer services – it's about going the extra mile to ensure that each person we engage with, whether a resident, a visitor, or colleague, feels supported and valued.

The service philosophy is anchored in three core pillars: empathy, respect, and problem solving. When we approach every situation with empathy, we show that we care about the experiences and needs of others. Respect means treating everyone with dignity and fairness, fostering trust and collaboration. And by focusing on solving problems and meeting challenges, we demonstrate that our success in serving the community goes beyond mere politeness and courtesy – it is reflected in the achievement of their goals.

Employer of Choice

The City of Ontario is committed to identifying, attracting, developing, and retaining top talent to ensure a skilled, innovative, and high-performing workforce. Ontario employees are dedicated to delivering Exceptional Customer Service to the Premier Community of the Inland Empire by providing the highest levels of service and professionalism. In return, the City strives, when financially feasible and sustainable, to offer a total compensation package that is competitive with leading comparable municipalities in the region. As an employer of choice, the City invests in its workforce through:

- Providing High-quality tools, resources, equipment, and facilities;
- Offering comprehensive training, learning, and professional development opportunities; and
- Providing a leading total comprehensive package, offered in alignment with a shared commitment to fiscal responsibility

As the City of Ontario strives to be the Employer of Choice, the City is proud to be recognized as a Top Workplace for 2024 and 2025, based on entirely confidential employee feedback and rigorous third-party analysis through Energage and USA Today's national Top Workplaces program. This prestigious recognition affirms Ontario's continued commitment to fostering a positive, high-performing, and people-centered work environment.

Acknowledgements

The preparation of this report would not have been possible without the efficient and dedicated services of the entire staff of the Financial Services Agency who assisted and contributed to the preparation of this report. Credit also must be given to the Mayor, City Council, and the City Manager for their unfailing support for maintaining the highest standards of professionalism in the management of the City of Ontario's finances.

Sincerely,

Armen Harkalyan
Executive Director of Finance

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CITY OF ONTARIO FORM OF GOVERNMENT

The City of Ontario operates under the council-manager form of local government. The five members of the City Council are elected by the citizens as the legislative, policy-making branch of City government; and the City Manager is appointed by the City Council to implement policy and manage day-to-day operations. All Council Members serve by district and serve four-year terms. Every even-numbered year, either the Mayor and two Council Members or two Council Members, the City Clerk and City Treasurer stand for election. The Council Members also sit as the Commissioners of the Ontario Housing Authority.

ELECTED OFFICIALS

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
COUNCIL MEMBER

DEBRA PORADA
COUNCIL MEMBER

DAISY MACIAS
COUNCIL MEMBER

JAMES R. MILHISER
CITY TREASURER

SHEILA MAUTZ
CITY CLERK

EXECUTIVE TEAM

SCOTT OCHOA
CITY MANAGER
EXECUTIVE DIRECTOR OF
THE HOUSING AUTHORITY

DARLENE SANCHEZ
ASSISTANT CITY MANAGER

RUBEN DURAN
CITY ATTORNEY

MICHAEL LORENZ
POLICE CHIEF

MICHAEL GERKEN
FIRE CHIEF

SCOTT BURTON
UTILITIES GENERAL MANAGER

TITO HAES
EXECUTIVE DIRECTOR PUBLIC WORKS

RUDY ZELEDON
EXECUTIVE DIRECTOR
COMMUNITY DEVELOPMENT

HELEN MCALARY
EXECUTIVE DIRECTOR
COMMUNITY LIFE & CULTURE

JENNIFER MCLAIN HIRAMOTO
EXECUTIVE DIRECTOR
ECONOMIC DEVELOPMENT

COLIN FERNANDES
EXECUTIVE DIRECTOR
INFORMATION TECHNOLOGY

ARMEN HARKALYAN
EXECUTIVE DIRECTOR OF FINANCE

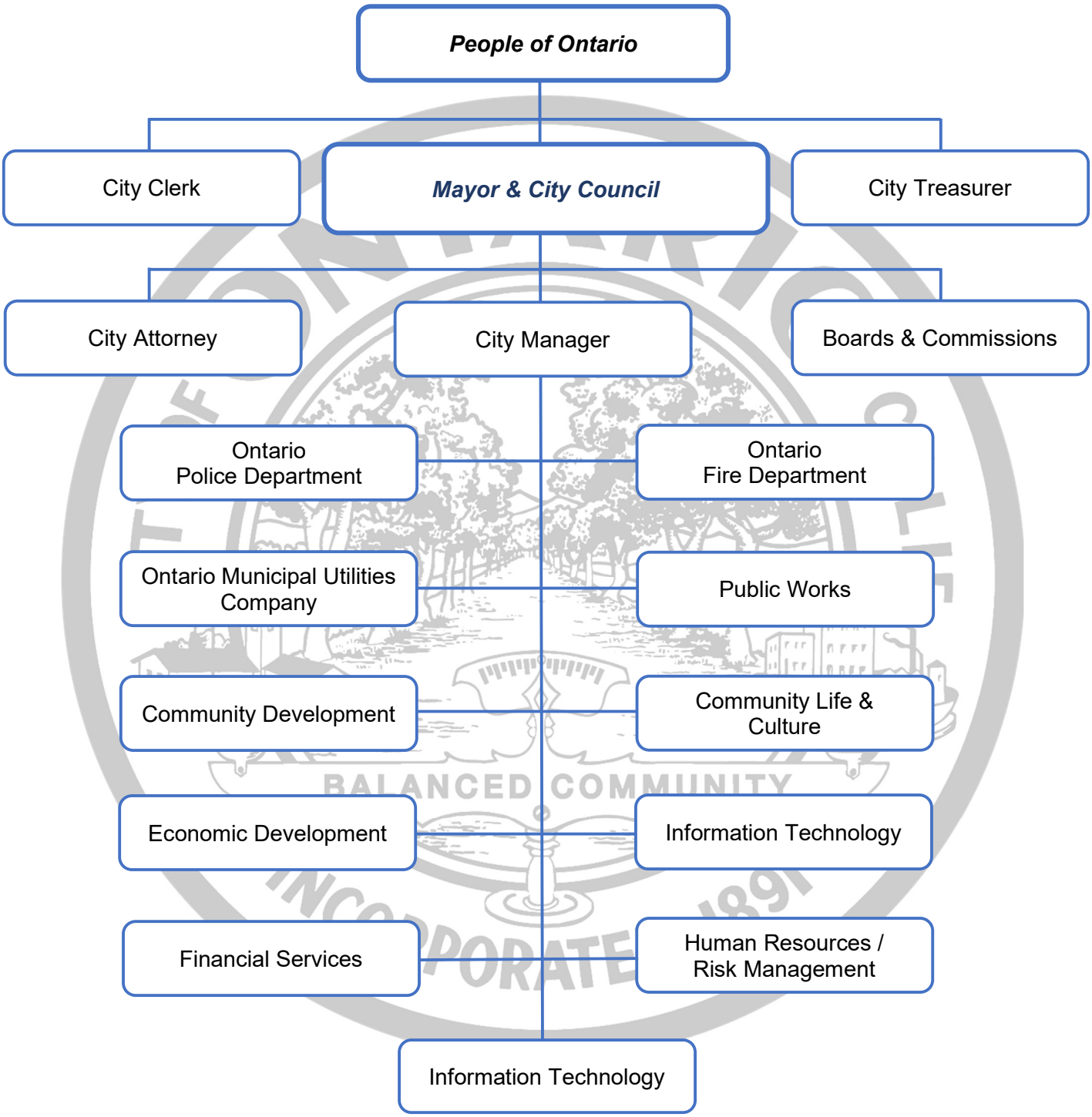
ANGELA LOPEZ
EXECUTIVE DIRECTOR HUMAN RESOURCES/
RISK MANAGEMENT

DANIEL BELL
EXECUTIVE DIRECTOR COMMUNICATIONS
AND COMMUNITY RELATIONS

CITY OF ONTARIO

CITYWIDE ORGANIZATIONAL CHART

FISCAL YEAR 2024-25



FINANCIAL SECTION

CITY OF ONTARIO CALIF.
SCHOOLS & CHURCHES
BUSINESS & AGRICULTURE
BALANCED COMMUNITY
INCORPORATED 1891

BADAWI & ASSOCIATES
Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT

To the Honorable Mayor and Members
of the City Council of the City of Ontario
Ontario, California

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Ontario (City), as of and for the year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise City's basic financial statements as listed in the table of contents.

In our opinion, based on our report and the report of the other auditors, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of June 30, 2025, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

We did not audit the financial statements of the Water Facilities Authority and Chino Basin Desalter Authority, which represent 1.9 percent and 10.5 percent, respectively, of the assets, and (0.1) percent and 0.2 percent, respectively, of the revenues of the Water Enterprise Fund. Those financial statements were audited by other auditors whose reports thereon have been furnished to us, and our opinion, insofar as it relates to the amounts included for the Water Facilities Authority and Chino Basin Desalter Authority, are based solely on the reports of the other auditors.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Address: 5901 Christie Avenue, Suite 307, Emeryville, CA 94608 • Phone: 510.768.8251 • Fax: 510.768.8249

Responsibilities of Management for the Financial Statements

The City's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management discussion and analysis, budgetary comparison schedules for the General Fund and major special revenue funds, the modified approach for the City's infrastructure capital assets, and the required pension and OPEB schedules on pages 5-28 and 138-155 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining and individual nonmajor fund financial statements and budgetary comparison schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining and individual nonmajor fund financial statements and budgetary comparison schedules are the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements and budgetary comparison schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information. The other information comprises the introductory and statistical section but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 19, 2025 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the City's internal control over financial reporting and compliance.

Badawi & Associates

Badawi & Associates, CPAs
Emeryville, California
December 19, 2025

Management's Discussion and Analysis

The following Management Discussion and Analysis (MD&A) of the City of Ontario's (City) financial performance provides an introduction and overview to the financial activities of the City for the fiscal year ended June 30, 2025. This narrative discussion and analysis focus is on the current year's activities, resulting changes and currently known facts; therefore, the information presented here should be considered in conjunction with additional information furnished in the Letter of Transmittal and the accompanying basic financial statements.

FINANCIAL HIGHLIGHTS

Government-Wide

- Total assets and deferred outflows of the City exceeded liabilities and deferred inflows by $2.22 billion (net position). Of this amount, $513.58 million (unrestricted net position) may be used to meet the City's ongoing obligations to citizens and creditors.
- For the fiscal year ended June 30, 2025, total net position increased by $112.70 million. Total revenues from all sources were $826.37 million and total expenses for all functions/programs were $713.54 million.
- Of total revenues, program revenues were $400.02 million and general revenues were $426.35 million. Program revenues are broken into three categories: Charges for Services at $344.97 million, Operating Contributions and Grants at $19.01 million and Capital Contributions and Grants at $36.04 million

Fund Based

- For the fiscal year ending June 30, 2025, the assigned fund balance of the General Fund was $107.61 million. The assigned portion of $87.50 million represents the City Council's goal to achieve a minimum of 20 percent of the annual general fund appropriations (stabilization policy). The remaining amounts compromised of the $107.61 million include $20.00 million for the economic uncertainties reserve and $0.11 million for continuing appropriations that were unspent in FY 2024-25.

OVERVIEW OF THE FINANCIAL STATEMENTS

The financial statements presented herein include all the activities of the City of Ontario and its component units as prescribed by GASB Statement No. 34. This discussion and analysis are intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements comprise three components: 1) *Government-Wide Financial Statements*, 2) *Fund Financial Statements,* and 3) *Notes to the Financial Statements*. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The *Government-Wide Financial Statements* present both long-term and short-term information about the City's overall financial picture. Financial reporting at this level uses a perspective similar to that found in the private sector with its basis in full accrual accounting and elimination or reclassification of internal activities.

The ***Statement of Net Position*** is measured as the difference between (a) assets and deferred outflow of resources and (b) liabilities and deferred inflow of resources. This is one way to measure the City's financial health, or financial position. Over time, increases or decreases in the City's net position may serve as an indicator of whether or not its financial health is improving or deteriorating.

The ***Statement of Activities*** presents information on how the City's net position changed during the fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (i.e., uncollected taxes or earned but unused vacation leaves).

In both the *Statement of Net Position* and *Statement of Activities*, we divide the City into two kinds of activities:

Governmental activities – Most of the City's basic services are reported here, including *General Government* (City Council, Office of the City Manager, Records Management, Financial Services and Human Resources), Public Safety, Community Development, and Public Works. Revenues from property taxes, transient occupancy tax (TOT), sales tax, parking tax, business license tax, etc. finance most of these activities.

Business-type activities – The City charges a fee to customers to recover all or most of the cost of certain services it provides. The City's water, sewer, and integrated waste are reported in this category.

The *Government-Wide Financial Statements* include not only the City, known as the *primary government*, but also the legally separate *component units.* The Ontario Housing Authority, the Ontario Industrial Development Authority, the Ontario Redevelopment Financing Authority, and the Ontario Public Financing Authority are known as *Blended Component Units*.

Fund Financial Statements

The *Fund Financial Statements* are designed to report information about groupings (*funds*) of related accounts, which are used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other states and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All the funds can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds. The City uses all three types, each using different accounting methods.

Governmental Funds – *Governmental funds* are used to account for essentially the same functions reported as *governmental activities* in the *government-wide financial statements*. However, unlike the *government-wide financial statements*, *governmental fund financial statements* focus on *near-term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the *government-wide financial statements*, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the *government-wide financial statements*. By doing so, readers may better understand the long-term impact of the City's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The City maintains twenty-five individual governmental funds. These funds report financial transactions using the modified accrual accounting method. Information for five out of twenty-five funds is presented separately in the Balance Sheet and the Statement of Revenues, Expenditures and Changes in Fund Balances. The following five funds are major funds: General Fund, Ontario Housing Authority Fund, Capital Projects Fund, Impact Fees, and Ontario Industrial Development Agency Fund. Data for other governmental funds (non-major) are combined into a single presentation as part of the additional required supplementary information. Individual fund data for each of these non-major governmental funds is provided in the form of combining statements that follow the notes to the financial statements.

The City adopts an annual appropriated budget for the General Fund, the Special Revenue Funds, and the Capital Project Funds. A budgetary comparison statement has been provided for each of the funds to demonstrate compliance with this budget.

Proprietary Funds – *Proprietary funds* are primarily used to account for when the City charges for the services it provides, whether to outside customers or to other units of the City. These funds are reported in the same way that all activities are reported in the Statement of Net Position and the Statement of Activities, using an accrual basis of accounting. In fact, the City's *enterprise funds* (a component of proprietary funds) are the same as the business-type activities that are reported in the *government-wide financial statements* but provide more detailed information, such as the statement of cash flows. The City uses *internal service funds* (the other component of proprietary funds) to report activities that provide supplies and services for the City's other programs and activities, such as Equipment Services, Self-Insurance, Information Technology, Facilities Maintenance, Pension Benefit Funds, Other Post Employment Benefits and leave liability funds. Since these activities predominantly benefit governmental rather than business-type functions, they are included within the governmental activities in the *government-wide financial statements*.

Fiduciary Funds – *Fiduciary funds* are used to account for resources held for the benefit of parties outside the City. In these cases, the City has a fiduciary responsibility and is acting as a *trustee*. The *Statement of Fiduciary Net Position* separately reports all the City's fiduciary activities. The City excludes these activities from the City's other financial statements because the City cannot use these assets to finance its operations. However, the City is responsible for ensuring that the assets reported in these funds are used for their intended purposes.

Notes to the Financial Statements

Notes to the financial statements provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements, and it is an integral part of the financial statements.

Other information

In addition to the basic financial statements and accompanying notes, this report also presents certain combining statements referred to earlier in connection with non-major governmental and proprietary funds. These combined and individual fund statements and schedules can be found immediately following the *Notes to the Financial Statements.*

GOVERNMENT - WIDE FINANCIAL ANALYSIS

This analysis will focus on the City's net position (Table 1) and changes in net position (Table 2) of the governmental and business-type activities for the fiscal year ended June 30, 2025. Management has included comparative data from the fiscal year ended June 30, 2024, in its analysis.

Net Position (Table 1)

(in millions)

	Governmental Activities		Business-Type Activities		Government-Wide Totals	
	2025	2024	2025	2024	2025	2024
Current and Other Assets	$ 1,011.92	$ 1,025.41	$ 498.45	$ 423.41	$ 1,510.37	$ 1,448.82
Capital Assets	1,848.71	1,467.89	217.61	166.55	2,066.32	1,634.44
Total Assets	**2,860.63**	**2,493.30**	**716.06**	**589.96**	**3,576.69**	**3,083.26**
Deferred Charges on Refunding	2.46	2.46	2.86	3.01	5.32	5.47
Deferred Pension Related Items	83.63	129.43	6.33	10.71	89.96	140.14
Deferred OPEB Related Items	11.75	23.05	4.16	8.57	15.91	31.62
Total Deferred Outflows of Resour	**97.84**	**154.94**	**13.34**	**22.28**	**111.18**	**177.22**
Noncurrent Liabilities	988.96	793.31	121.48	80.19	1,110.44	873.50
Other Liabilities	260.34	184.39	54.00	27.90	314.34	212.29
Total Liabilities	**1,249.30**	**977.70**	**175.48**	**108.09**	**1,424.79**	**1,085.80**
Deferred Charges on Refunding	0.69	0.75	-	-	0.69	0.75
Deferred Pension Related Items	2.38	1.93	0.19	0.70	2.57	2.63
Deferred inflows of resources - leases	2.06	2.43	0.79	1.01	2.85	3.44
Deferred OPEB Related Items	30.74	47.55	10.87	17.68	41.61	65.23
Total Deferred Inflows of Resourc	**35.87**	**52.66**	**11.85**	**19.39**	**47.72**	**72.05**
Net Position:						
Net Investment in Capital Assets	1,199.28	1,164.14	157.70	106.94	1,356.98	1,271.08
Restricted	297.33	291.74	47.47	0.11	344.80	291.85
Unrestricted	176.68	162.00	336.90	377.73	513.58	539.73
Total Net Position	**$ 1,673.29**	**$ 1,617.88**	**$ 542.08**	**$ 484.79**	**$ 2,215.36**	**$ 2,102.66**

The City's Government-wide total net position was $2.22 billion, with assets of $3.58 billion, deferred outflows of $111.18 million, liabilities of $1.42 billion and deferred inflows of $47.72 million. The net investment in capital assets of $1.36 billion represents 61.25 percent of the City's total net position. This is an increase of $85.90 million from the previous year. The net investment in capital assets (e.g., infrastructure, land, structures and improvements, furniture, and equipment) component of net position consists of capital assets, net of accumulated depreciation, reduced by any related outstanding debt used to acquire, construct, or improve those assets. The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other resources, since the capital assets themselves cannot be used to liquidate these liabilities.

Another portion of the City's net position of $344.80 million (15.56 percent of the total net position) represents resources that are subject to external restrictions on how they may be used. The remaining balance of $513.58 million or 23.18 percent of the total net position (unrestricted position) may be used to meet the government's ongoing obligations to citizens and creditors within the program areas.

Overall Financial Activities

Overall, the City's financial position increased from the prior year by $112.70 million (see Table 2 on the following page).

The overall cost of all governmental and business-type activities this year was $713.54 million and was an overall net increase of $49.56 million or 7.46 percent compared to the prior year.

Total revenue of all governmental and business-type activities was $826.37 million for this fiscal year; an increase of $70.33 million or 9.30 percent. Program revenues were $400.02 million and general revenues were $426.35 million. The largest single revenue category was Charges for Services, at $344.97 million, a component of *Program Revenue,* which increased by $67.17 million or 24.18 percent. This revenue goes directly against the expenses in recovering the costs of providing those services. The second largest revenue category, a component of *Program Revenues*, was Capital Grants and Contributions at $36.04 million, a decrease of $16.07 million. The third and fourth largest revenue categories, both components of General Revenues, were Sales Taxes at $203.41 million and Property Taxes at $105.24 million, respectively.

Changes in Net Position (Table 2)
(in millions)

	Governmental Activities		Business-Type Activities		Government-Wide Totals	
	2025	2024	2025	2024	2025	2024
Revenues						
Program Revenues:						
Charges for Services	$ 165.85	$ 119.52	$ 179.12	$ 158.28	$ 344.97	$ 277.80
Operating Contributions and Grants	17.67	23.21	1.34	4.70	19.01	27.91
Capital Contributions and Grants	34.74	38.90	1.30	13.21	36.04	52.11
Sub-total Program Revenues	218.26	181.63	181.76	176.19	400.02	357.82
General Revenues:						
Property Taxes	105.24	98.74	-	-	105.24	98.74
Sales Taxes	203.41	184.31	-	-	203.41	184.31
Business Licenses Taxes	10.72	10.90	-	-	10.72	10.90
Franchise Taxes	3.57	4.45	-	-	3.57	4.45
Transient Occupancy Taxes	16.67	16.63	-	-	16.67	16.63
Other Taxes	21.67	21.73	-	-	21.67	21.73
Motor Vehicle In-Lieu	0.28	0.22	-	-	0.28	0.22
Use of Money and Property	40.85	40.26	14.40	9.62	55.25	49.88
Gain on Sale of Capital Asset	5.79	-	-	-	5.79	-
Other	3.75	11.36	-	-	3.75	11.36
Sub-total General Revenues	411.95	388.60	14.40	9.62	426.35	398.22
Total Revenues	**$ 630.21**	**$ 570.23**	**$ 196.16**	**$ 185.81**	**$ 826.37**	**$ 756.04**
Expenses						
General government	$ 65.59	$ 82.46	$ -	$ -	$ 65.59	$ 82.46
Public safety	258.99	255.51	-	-	258.99	255.51
Community development	150.47	77.73	-	-	150.47	77.73
Public w orks	67.03	80.57	-	-	67.03	80.57
Interest on long-term debt	21.10	14.87	-	-	21.10	14.87
Water	-	-	49.80	64.90	49.80	64.90
Sew er	-	-	36.30	32.95	36.30	32.95
Integrated Waste	-	-	64.26	54.99	64.26	54.99
Total Expenses	**$ 563.18**	**$ 511.14**	**$ 150.36**	**$ 152.84**	**$ 713.54**	**$ 663.98**
Change in Net Position before Trans	**$ 67.03**	**$ 59.09**	**$ 45.80**	**$ 32.97**	**$ 112.83**	**$ 92.06**
Transfers	(0.02)	0.95	0.02	(0.95)	-	-
Change in Net Position	$ 67.01	$ 60.04	$ 45.82	$ 32.02	$ 112.83	$ 92.06
Restatement of Net Position	(11.60)	(49.29)	11.48	(69.66)	(0.12)	(118.95)
Net Position at Beginning of Year	1,617.88	1,607.13	484.78	522.42	2,102.66	2,129.55
Net Position at End of Year	**$ 1,673.29**	**$ 1,617.88**	**$ 542.08**	**$ 484.79**	**$ 2,215.37**	**$ 2,102.66**

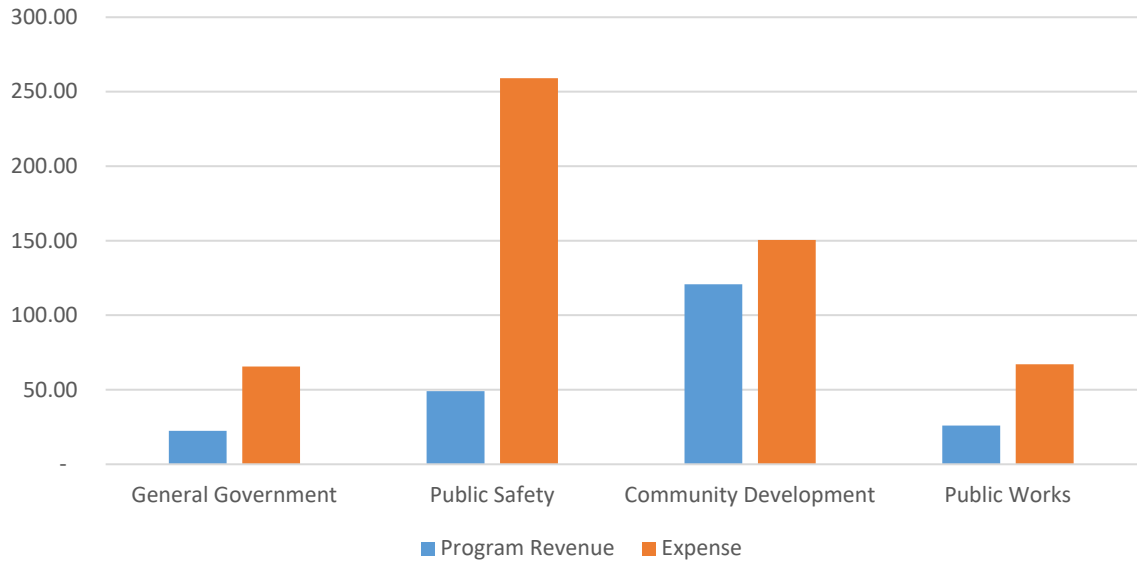
Governmental Activities

Under governmental activities, the City's *net position* at the end of the year increased to $1.67 billion after a $67.03 million net difference between revenue and expense and a restatement of ($11.60) million. The cost of all governmental activities this year was $563.18 million or 78.9 percent of the government-wide total expenses and was an increase of $49.56 million or 7.46 percent from last fiscal year.

Graph 1 below presents the costs of each of the City's five governmental functions – general government, public safety, community development, public works, and interest on long-term debt, as well the governmental program's revenues. The net cost (total cost less *program revenues*) is the amount that was paid from *general revenues*.

Expenses and Program Revenues – Governmental Activities (Graph 1)

(In millions)



Expenses in *General Government* were $65.59 million or 11.65 percent of total Governmental Activities expenses. Of this amount, $22.46 million was funded by program revenues, while the remaining $43.13 million was funded by general revenues. General Government expenditures decreased by $16.8 million, or (20.46) percent compared to the previous year because of prior year higher funding for future economic activities development.

Public Safety expenses were $258.99 million or 45.99 percent of the total Governmental Activities expenses. Of this amount, $49.02 million was funded by program revenues, while the remaining $209.97 million was funded by general revenues. Expenses for Public Safety increased by $3.48 million or 1.36 percent, primarily due to contractual labor increases.

Expenses in *Community Development* were $150.47 million or 26.72 percent of the total Governmental Activities expenditures. These expenses increased by $72.74 million or 93.57 percent, as there was an increase in development fee funded by capital projects primarily in Ontario Ranch.. *Program revenues* relating to the funding of community development activities amounted to $120.79 million, which were primarily from capital grants and contributions of $8.35 million and charges for services of $112.44 million.

Public Works expenses were $67.03 million or 11.90 percent of the total Governmental Activities expenditures. Of this amount, $25.98 million was funded by program revenues, with the remaining $41.05 million funded by general revenues. Public Works expenses decreased by $13.54 million or (16.80) percent due to completion of several capital improvement projects in early Fiscal Year 2024-25.

Interest on long-term debt had expenses of $21.1 million or 3.75 percent of total Governmental Activities and is funded entirely by general revenues.

Graph 2 below presents governmental activities revenue by source. Total revenue for governmental activities was $630.21 million (before transfers); an increase of $59.98 million or 11 percent compared to the previous fiscal year. The four largest revenue sources under governmental activities were the categories of Charges for Services, Sales Taxes, Property Taxes and Use of Money and Property.

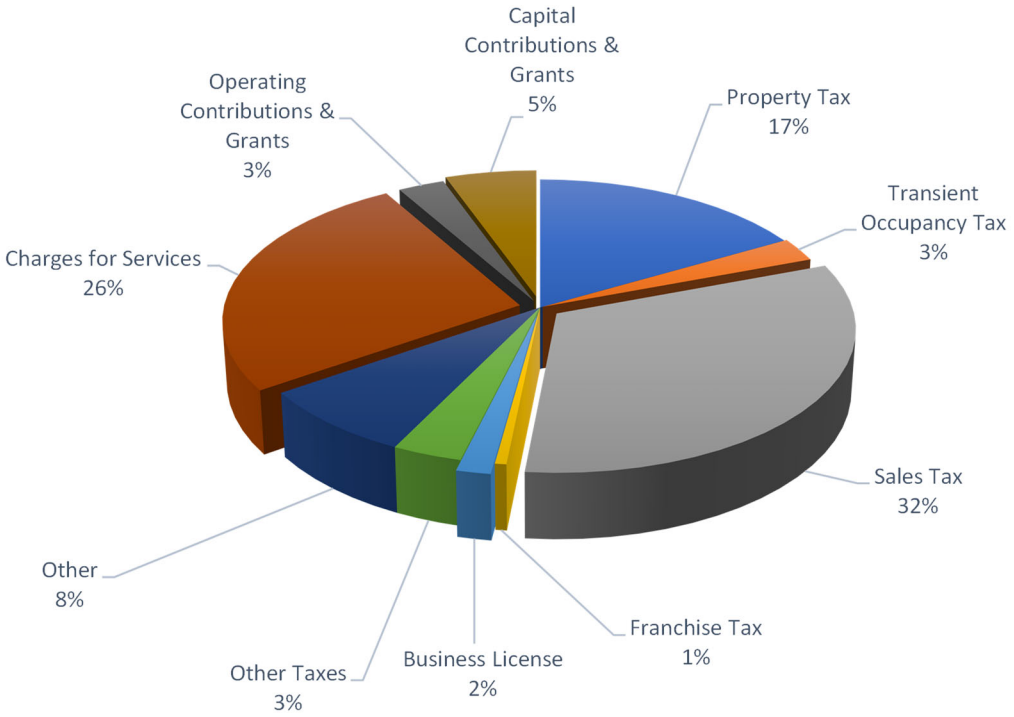
Charges for Services, a component of *Program Revenues,* at $165.85 million or 26.33 percent of total governmental activities revenue. This was an increase of $46.33 million or 38.77 percent from the prior year; this revenue goes directly against the expenses in recovering the costs of providing those services.

Sales Taxes, a component of *General Revenues*, were $203.41 million or 32.29 percent of total governmental activities revenue. This was an increase of $19.1 million or 10.36 percent, primarily the result of new warehouses throughout the City including Ontario Ranch, and retail and commercial growth Citywide are all contributing toward the steady increase of the City's sales tax revenues.

Property Taxes, a component of *General Revenues,* were $105.25 million or 16.67 percent of total governmental activities revenue. Growth in property valuations, and new commercial and residential development, especially in Ontario Ranch are primarily the reasons for this increase in revenue.

Use of Money and Property, a component of *Program Revenues,* at $40.85 million or 6.49 percent of total governmental activities revenue. This was an increase of $0.59 million or 1.47 percent from the prior year. This is mainly due to increased investment earnings.

Revenues by Source – Governmental Activities (Graph 2)



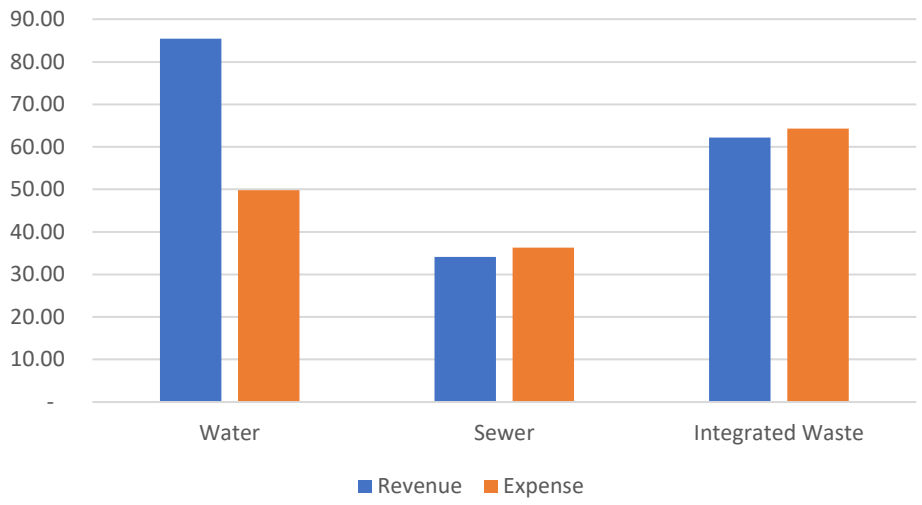
Business-type Activities

Net position for business-type activities was $542.08 as of June 30, 2025, with assets of $716.06 million, deferred outflows of resources of $13.34 million, liabilities of $175.48 million and deferred inflows of resources of $11.85 million. The unrestricted net position of $336.90 million represented 62.15 percent of total business-type activities net position; this amount may be used to meet the government's on-going obligations. Net investment in capital assets of $157.70 million represented 29.09 percent of the total net position from business-type activities. Compared to the prior year, the City's net position from business-type activities from the prior year increased by $57.29 million or 11.82 percent.

Total revenue (excluding transfers) for the City's business-type activities was $196.16 million, which represented an increase of $10.35 million or 5.57 percent from the prior year. Program revenues amounted to $181.76 million, and it increased by $5.57 million or 3.16 percent. General revenue for business-type activities was $14.40 million. Business-type activities incurred $150.36 million in expenditure for the year; a decrease of $2.48 million or (1.62) percent due to reduction of capital improvement projects funded by business type activities

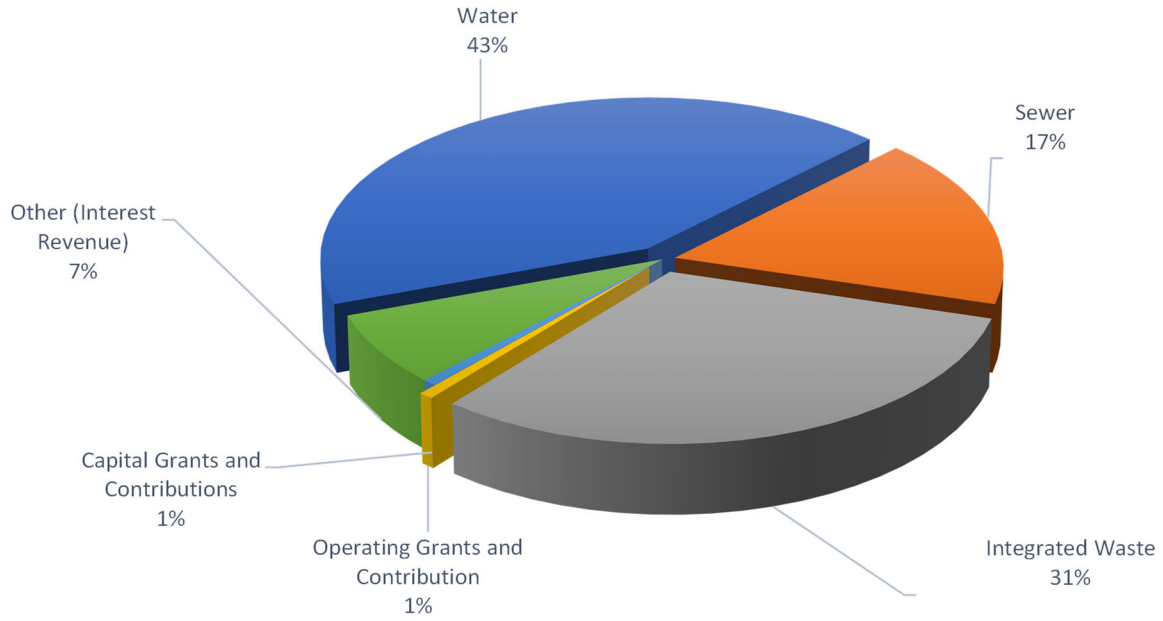
Graph 3 presents the costs of each of the City's business activities and the associated program revenue. Since business-type activities are primarily used when the City charges customers for the services it provides, program revenues (charges for services) should be comparable to the costs of these programs and represent the major funding source for these activities.

Expenses and Program Revenues – Business-type Activities (Graph 3)
(In millions)



Graph 4 presents revenues by source for business-type activities. Total revenue for business-type activities was $196.16 million (before transfers), an increase of $10.35 million or 5.57 percent compared to the previous year. Charges for Services (program revenue) amounted to $179.12 million or 91.31 percent of total business-type activities revenues; this increased by $20.84 million or 13.17 percent. The remaining *Program Revenues* are Operating Contributions and Grants which total $1.34 million; Capital Contributions and Grants which amount to $1.30 million; and General Revenues which total to $14.40 million. Revenue from Water Services is the largest revenue source at $85.42 million or 42.97 percent of the total revenues from business-type activities. This represented an increase of $14.87 million, or 21.07 percent compared to the previous fiscal year, as a result of a recent rate increase. The second largest revenue source was revenue from Integrated Waste Services at $62.20 million or 31.29 percent of total business-type activities revenues. Integrated Waste Services revenue increased by $5.77 million or 10.23 percent, due to the growth in consumer accounts, driven by an increase in both commercial and residential development projects, as well as the result of a recent rate increase.

Revenues by Source – Business-Type Activities (Graph 4)



FINANCIAL ANALYSIS OF THE GOVERNMENT'S FUNDS

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds

The focus of the City's *governmental funds* is to provide information on near-term inflows, outflows, and balances of *spendable* resources. Such information is useful in assessing the City's financing requirements. In particular, *unassigned fund balance* may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

During the current fiscal year, the City had five major governmental funds: General Fund, Ontario Housing Authority, Capital Projects Fund, Impact Fees, and Ontario Industrial Development Authority Fund. The General Fund is the City's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund. The General Fund is discussed in depth later in the MD&A. The special revenue fund for the Ontario Housing Authority Fund accounts for low and moderate housing funds to implement various programs and projects to assist in affordable housing. The Capital Projects Fund accounts for financial transactions of general capital improvements. The capital projects fund for the Impact Fees Fund accounts for developer-paid impact fees for infrastructure construction. The special revenue fund for the Ontario Industrial Development Agency Fund accounts for the financial transactions of the Industrial Development Authority including financing of eligible projects and capital development projects. Each major fund is discussed in the *Notes to the Financial Statements*.

As of June 30, 2025, governmental funds reported combined ending fund balances of $649.92 million. Approximately 16.13 percent or $104.82 million of this total amount constitutes assigned/unassigned fund balance. The remaining fund balance of $545.10 million is comprised of the following: Nonspendable $4.42 million; Restricted $264.33 million; and Committed $276.35 million. Included in the Nonspendable fund balance are as follows: Advances to Successor Agency $3.50 million; Inventories $0.26 million; and Prepaid costs $0.51 million. For the Restricted fund balance (external enforceable limitations on usage), they are comprised as follows: General $0.40 million; Community Development projects $34.48 million; Public Safety $6.08 million; Park Development projects $58.51 million; Transportation Improvement projects $8.0 million; Affordable Housing $18.37 million; AQMD activities $0.37 million; and Public Services $99.95 million; Impact Fees $0.34 million; Ontario Housing Authority $37.83 million. Included in the Committed fund balance (self-imposed limitations on usage) is $276.32 million for City Facilities infrastructure improvements and capital replacement.

Governmental Revenues

Revenues of governmental funds for Fiscal Year 2024-25 were $ 616.94 million, with an increase of $62.06 million or 11.18 percent compared to the previous fiscal year. This increase in governmental revenue is primarily attributable to the increases in Sales Taxes, Property Taxes, and Charges for Services revenues for the Fiscal Year 2024-25.

Table 3 below presents a summary of governmental fund revenues for the fiscal year ended June 30, 2025, with comparative amounts from the prior year.

Comparison of Major Governmental Revenues (Table 3)
Fiscal Years 2024-25 and 2023-24

Comparison of Major Governmental Revenues (Table 3) Fiscal Years 2024-2025 and 2023-24

	FY 2024-25 Amount	% of Total Revenues	FY2023-24 Amount	% of Total Revenues	$ Increase / (Decrease)	% Increase / (Decrease)
Property Tax	$ 105,249,239	17.06%	$ 98,742,225	17.80%	$ 6,507,014	6.59%
Sales Tax	203,410,213	32.97%	184,307,995	33.22%	19,102,218	10.36%
Transient Occupancy Tax	16,671,971	2.70%	16,625,996	3.00%	45,975	0.28%
Parking Tax	4,010,676	0.65%	4,679,844	0.84%	(669,168)	-14.30%
Business Licenses Tax	10,718,444	1.74%	10,902,568	1.96%	(184,124)	-1.69%
Other Taxes	21,510,267	3.49%	21,733,782	3.92%	(223,515)	-1.03%
Licenses & Permits	10,817,111	1.75%	7,879,656	1.42%	2,937,455	37.28%
Intergovernmental	47,537,208	7.71%	56,233,669	10.13%	(8,696,461)	-15.46%
Charges for Services	122,446,083	19.85%	110,494,942	19.91%	11,951,141	10.82%
Use of Money & Property	32,438,455	5.26%	30,783,172	5.55%	1,655,283	5.38%
Fines and Forfeitures	1,419,676	0.23%	1,141,424	0.21%	278,252	24.38%
Miscellaneous	40,711,412	6.60%	11,357,192	2.05%	29,354,220	258.46%
TOTAL	$ 616,940,755	100%	$ 554,882,465	100%	$ 62,058,290	11.18%

Governmental Expenditures

Total expenditures for Fiscal Year 2024-25 was $929.56 million, an increase of $302.58 million or 50.61 percent compared to the prior year. This is primarily due to increased activities in public works and public safety that occurred in FY 2024-25, as well as the transfer of Engineering functions from Community Development to Public Works.

Table 4 presents a summary of governmental fund expenditures for the Fiscal Year ended June 30, 2025, with comparative amounts from the prior year.

Comparison of Major Governmental Expenditures (Table 4)

Fiscal Years 2024-25 and 2023-24

	FY 2024-25 Amount	% of total expenditure	FY 2023-24 Amount	% of total expenditure	$Increase/ (Decrease)	%Increase/ (Decrease)
General Government	$ 69,500,543	7.48%	$ 86,078,895	13.90%	$ (16,578,352)	-19.26%
Public Safety	250,985,242	27.00%	240,696,132	38.86%	10,289,110	4.27%
Community Development	209,510,920	22.54%	167,612,537	27.06%	41,898,383	25.00%
Public Works	370,397,541	39.85%	103,429,890	16.70%	266,967,651	258.11%
Total operating expenditure	**900,394,246**	**96.86%**	**597,817,454**	**96.52%**	**302,576,792**	**50.61%**
Principal, Interest and cost of issuance on long-term debt	29,162,725	3.14%	21,578,824	3.48%	7,583,901	35.15%
Total	**$ 929,556,971**	**100.00%**	**$ 619,396,278**	**100.00%**	**$ 310,160,693**	**50.07%**

Proprietary Funds

The City's Proprietary funds consist of four Enterprise Funds and seven Internal Service Funds. The Internal Service Funds are presented as *Governmental Activities* in the Proprietary Funds financial statements. Individual fund data is provided in the form of *combining statements*.

Operating revenues for Enterprise Funds include sales and service charges, interdepartmental charges and miscellaneous. Total operating revenues for all Enterprise Funds for Fiscal Year 2024-25 was $178.81 million, while non-operating revenues were $12.84 million and capital grants and contributions were $1.29 million. Operating expenses for Fiscal Year 2024-25 was $144.71 million. During the fiscal year, the net amount transferred out to the City's Governmental Funds was $(2.78) million to support the various governmental activities.

The City also has seven internal service funds to allocate costs of the City's information technology, equipment services, risk management, facilities maintenance, pension benefits, other post-employment benefits, and leave liability expenditures to the various departments. The interdepartmental charges for service (revenues) in Fiscal Year 2024-25 was $116.89 million.

Fiduciary Funds

As mentioned earlier, the City uses Fiduciary Funds to account for resources held for the benefit of parties outside the City, in which the City is acting as trustee. The *Statement of Fiduciary Net Position* reports twenty-eight activities for which the City has a fiduciary responsibility. These include: a JPA formed between the City and the Agency to establish a vehicle to reduce local borrowing costs and promote greater use of new and existing financial instruments; West End Communications Authority, a seven-member JPA that operates and maintains a consolidated 800MHZ communication system designed to serve public safety agencies; the Sanitary Collection Treatment Fund which collects sewer capital assessment fees on behalf of the Inland Empire Utilities Agency; the West End Fire and Emergency Response Commission, a JPA of five local fire departments to establish a hazardous materials response team, an urban search and rescue team and the servicing of joint authority breathing apparatus equipment used for emergency purposes; Animal Resource Center of the Inland Empire, a JPA of four member agencies for which Ontario is the treasurer; and the Private Purpose Trust Fund for the Successor Agency of the Former Redevelopment Agency, which was formed upon dissolution of the Ontario Redevelopment Agency. The successor agency is subject to the control of the County Oversight Board and can only pay enforceable obligations in existence at the date of dissolution. Furthermore, it will hold the remaining assets of the former Redevelopment Agency until they are distributed to other units of state and local government. The remaining are assessment/special assessment bond redemption funds and community facility district debt service funds used to collect assessments and administer the debt service of the districts.

GENERAL FUND – FUND BALANCE ANALYSIS

The General Fund is the primary operating fund of the City. The fund balance of $112.31 million as of June 30, 2025, had an increase of $12.44 million compared to the previous year. This is primarily due to the increase in the Stability arrangement. As a measure of the General Fund's liquidity, it may be useful to compare Assigned fund balance and total fund balance to total fund operating expenditures. Assigned fund balance of $107.61 million represents 95.81 percent of the total General Fund's fund balance, while the total Non-spendable, Restricted, and Committed fund balance amounts to $4.71 million and comprises 4.19 percent of the total fund balance.

Total fund balance of the General Fund consists of three components: 1) Non-spendable fund balance of $4.31 million – represents $0.51 million in prepaid, $0.26 million in inventory, and $3.5 million in advances to Successor Agency, and Non spendable Long-Term receivable debt $0.04 million; 2) Assigned fund balance of $107.61 million – consists of the stability arrangement of $87.50 million, economic uncertainty of $20.00 million, and continuing appropriations of $0.11 million.

For additional details of the City's General Fund Balance, please refer to Note 13 in the Notes to the Basic Financial Statements.

GENERAL FUND – FUND BALANCE ANALYSIS

Revenues

For Fiscal Year 2024-25, General Fund revenues totaled $453.46 million, reflecting an increase of $32.50 million or 7.72 percent compared to the prior fiscal year. This was primarily driven by strong growth in key revenue categories, including Sales Tax and Property Tax.

Sales Tax revenues were $203.41 million, an increase of $19.10 million from the prior fiscal year primarily due to the opening of Amazon facility in the fall of 2024. Transient Occupancy Tax was $16.67 million, a modest increase of $0.04 million or 0.28 percent. Charges for Services revenue were $54.87 million, a slight decrease of $0.51 million or (0.92) percent. Property Tax revenues were $105.25 million, an increase of $6.51 million or 6.59 percent from the prior year because of the growth in property valuations and new commercial and residential development, mainly in Ontario Ranch.

General Fund Revenues (Table 5)
Fiscal Years 2024-25 and 2023-24

General Fund Revenues (Table 5) Fiscal Years 2024-25 and 2023-24

	FY 2024-25	% of Total	FY 2023-24	$ Increase / (Decrease) to Last Year	% of Increase (Decrease)
Property Tax	$ 105,249,239	23.21%	$ 98,742,225	$ 6,507,014	6.59%
Sales Tax	203,410,213	44.86%	184,307,995	19,102,218	10.36%
Transient Occupancy Tax	16,671,971	3.68%	16,625,996	45,975	0.28%
Other Taxes	19,931,984	4.40%	21,465,830	(1,533,846)	-7.15%
License & Permits	10,817,111	2.39%	7,879,656	2,937,455	37.28%
Intergovernmental	17,980,405	3.97%	23,173,611	(5,193,206)	-22.41%
Charges for Services	54,872,910	12.10%	55,383,343	(510,433)	-0.92%
Use of Money & Property	6,549,559	1.44%	5,137,055	1,412,504	27.50%
Fines & Forfeitures	1,419,576	0.31%	1,141,324	278,252	24.38%
Miscellaneous	16,556,435	3.65%	7,098,255	9,458,180	133.25%
Totals	$ 453,459,403	100%	$ 420,955,291	$ 32,504,112	7.72%

The following is an in-depth analysis of each of the revenue sources:

- Property Tax revenues increased $6.51 million or 6.59 percent from the prior year, comprising 23.21 percent of total General Fund revenue. This gain was the result of increased assessed property valuations as well as from ongoing commercial and residential development, primarily in Ontario Ranch.

- Sales Tax revenues experienced an increase of $19.10 million or 10.36 percent from the prior year. Of the total General Fund revenue, 44.86 percent comes from sales taxes. This increase was due to the opening of the new Amazon facility in fall of 2024.
- Transient Occupancy Tax (TOT) increased slightly by $0.04 million or 0.28 percent from the prior year. It comprises 3.68 percent of the City's total General Fund revenue base.
- Other tax revenues include Franchise Fee, Business License Tax, Property Transfer Tax and Parking Tax, and they comprise $19.93 million or 4.40 percent of the City's total General Fund revenue. This revenue category reflected a decrease of $ 1.53 million or (7.15) percent from the prior year. These revenues have decreased due to lower property transfer tax revenues as a result of declining property sales.
- License and Permit revenues experienced an increase of $2.94 million or 37.28 percent from the prior year due to increased development activities citywide. It represents 2.39 percent of the total General Fund revenue.
- Intergovernmental revenues decreased by $5.19 million, or (22.41) percent compared to the previous year due to spending of the remaining American Rescue Plan Act (ARPA) funds received for the economic impact from the COVID-19 pandemic. It accounts for 3.97 percent of total General Fund revenue.
- Charges for Services revenues were $54.87 million; a slight decrease of 0.52 million or (0.92) percent from the prior year. Of the total General Fund revenue, 12.10 percent comes from Charges for Services.
- Use of Money and Property category experienced an increase of $1.41 million, or 27.50 percent compared to the prior year. This is mainly due to increased investment earnings.
- Fines and Forfeitures were $1.42 million; an increase of $0.28 million or 24.38 percent from the prior year. It accounts for less than one percent of the overall General Fund revenue.
- Miscellaneous revenues of $16.56 million, representing 3.65 percent of the total General Fund revenue, increased by $9.46 million or 133.25 percent compared to the prior year.

Expenditures

For Fiscal Year 2024-25, total General Fund expenditures were $394.61 million and increased $26.90 million or 7.32 percent compared to the previous year.

General Fund Expenditures (Table 6)
Fiscal Years 2024-2025 and 2023-2024

	FY 2024-25 Amount	% of total expenditure	FY 2023-24 Amount	$Increase/ (Decrease)	%Increase/ (Decrease)
General Government	$ 42,124,271	10.68%	$ 38,712,927	$ 3,411,344	8.81%
Public Safety	238,241,478	60.37%	230,431,183	7,810,295	3.39%
Community Development	79,095,855	20.04%	85,809,117	(6,713,262)	-7.82%
Public Works	31,718,260	8.04%	9,460,576	22,257,684	235.27%
Debt Service	3,425,357	0.87%	3,289,102	136,255	4.14%
Total	**$ 394,605,221**	**100.00%**	**$ 367,702,905**	**$26,902,316**	**7.32%**

- General Government expenditures were $42.12 million, an increase of $3.41 million or 8.81 percent, from the prior year, primarily due to labor contractual increases and City legal matters.
- Public Safety expenditures were $238.24 million, an increase of $7.81 million or 3.39 percent, compared to the prior year, primarily due to labor contractual increases and purchases of safety related equipment.
- Community Development expenditures were $79.10 million, a decrease of $6.71 million or (7.82) percent, from the prior year, mainly due to the realignment of Engineering staff to Public Works function.
- Public Works expenditure was $31.72 million, an increase of $22.26 million or 235.28 percent. compared to the prior year, mainly due to the realignment of Engineering staff to Public Works function.
- Debt Service expenditure was $3.43 million, a minimal increase of $0.14 million or 4.14 percent compared to the prior year.

ONTARIO HOUSING AUTHORITY – FUND BALANCE ANALYSIS

The Ontario Housing Authority Fund accounts for financial transactions for the Ontario Housing Authority. It is one of the five major governmental funds included in the City's Annual Comprehensive Financial Report for June 30, 2025. The fund balance is $37.83 million as of June 30, 2025, which is an increase of $10.93 million compared to the prior year. Total Assets were $68.15 million; an increase of $.96 million from the prior year. This is primarily due to increased cash and investments and increased properties purchased for resale. Total Liabilities were $5.99 million, a decrease of about $10.21 million compared to the previous fiscal year, as a result of adjustments due to other funds.

ONTARIO HOUSING AUTHORITY – REVENUE AND EXPENDITURE ANALYSIS

Revenues

For Fiscal Year 2024-25, total Ontario Housing Authority Fund revenues were $13.08 million; an increase of $12.72 million compared to the prior year. This was primarily due to increased funding for affordable housing projects.

Expenditures

For Fiscal Year 2024-25, total Ontario Housing Authority Fund expenditures were $2.15 million. There is an increase of $0.25 million compared to the prior year.

CAPITAL PROJECTS FUND – FUND BALANCE ANALYSIS

The Capital Projects Fund accounts for financial transactions of general capital improvements. It is one of the five major governmental funds included in the City's Annual Comprehensive Financial Report for June 30, 2025. The fund balance of $48.26 million as of June 30, 2025, reflected a decrease of $94.41 million compared to the prior year. The decrease was due to the City's investments in the Ontario Sports Empire and other capital projects within the last year. The majority of these projects are multi-year and are still ongoing. Total Assets were $237.10 million; an increase of $76.57 million from the previous year. This is mainly attributable to the increase in Cash and Investments as a result of bond funds that fund many of the City capital projects. The total liabilities were $187.96 million, which is an increase of $170.10 million as a result of the increase in the accounts payable liabilities for increased number of Capital Projects.

CAPITAL PROJECTS FUND – REVENUE AND EXPENDITURE ANALYSIS

Revenues

For Fiscal Year 2024-25, total Capital Projects Fund revenues were $17.19 million; an increase of $7.19 million compared to the prior year. This increase in revenue was due to the interest income earned on the City's bond issued in prior years as well as current fiscal year.

Expenditures

For Fiscal Year 2024-25, total Capital Projects Fund expenditures were $401.54 million. This was a increase of $311.79 million over the previous fiscal year mainly due to development of the Ontario Sports Empire, which includes a professional baseball stadium, parking structures, sports fields, and other off-site improvements.

IMPACT FEES FUND – FUND BALANCE ANALYSIS

The Impact Fees Fund accounts for revenues from developer-paid impact fees for infrastructure or construction. It is one of the five major governmental funds included in the City's Annual Comprehensive Financial Report for June 30, 2025. The fund balance of $230.67 million as of June 30, 2025, reflected an increase of $5.69 million. Total Assets were $243.55 million; an increase of $3.15 million from the previous year is mainly attributable increased impact fee revenues received during the year, as a result of increase development activities. This resulted with an increase in the Cash and Investments balance for FY 2024-25. As these developer projects progress, development impact fees are incurred and paid to the City. Total Liabilities of $12.88 million, slightly decreased by $2.54 million from previous year, due to a decline in the accounts payable balance at year-end.

IMPACT FEES FUND – REVENUE AND EXPENDITURE ANALYSIS

Revenues

For Fiscal Year 2024-25, total Impact Fees Fund revenues were $42.43 million; a decrease of $5.72 million as a result of several major projects have been completed, and many new projects are still in the early phases of both commercial and residential development in Ontario Ranch.

Expenditures

For Fiscal Year 2024-25, total Impact Fees Fund expenditures were $36.74 million. This was an increase of $5.62 million due to continued development projects, primarily in Ontario Ranch.

GENERAL FUND BUDGETARY HIGHLIGHTS

Over the course of the year, the City Council revised the City's budget several times. Budget revisions fall into three categories. The first category includes carry-forward encumbrances and capital projects that are approved shortly after the beginning of the year. The second category includes changes that the Council makes during the quarterly budget process. Finally, the Council approves supplemental appropriations throughout the year based on individual items that are brought forward by various departments. The General Fund budgetary comparison statement is included in the Basic Financial Statements.

Resources (Inflows)

The budgeted amount for *revenues* (resources available for appropriation), including transfers, had an increase of $12.77 million between the original budget of $428.87 million and the final amended budget of $441.64 million. The increase was mainly due to increase in miscellaneous receipts, which include sales of city property, and miscellaneous billing revenues an increase of $10.32 million. Sales and property tax increased by $3.18 million. Actual revenues were $15.28 million more than the final amended budget, for a total of $456.92 million, including transfers.

Charges to Appropriations (Outflows)

The budgeted amounts for expenditures (appropriations) including transfers had an increase of $10.89 million between the original budget of $427.43 million and the final amended budget of $438.32 million. This increase was primarily the result of the following: $5.00 million for Toyota Arena capital improvements, $3.00 million for the City share of the Animal Resource Center agreement, $1.70 million carryforward of obligations from FY 2023-24, and $1.20 million one-time funding to Equipment Services.

Table 7 is a comparison of actual inflow and outflow with the final budget.

Budgetary Comparison for General Fund (Table 7)

Fiscal Year 2024-25

(In millions)

	Budget Amounts				
	Original	Final	Variance	Actual	Final Budget Variance Favorable / (Unfavorable)
Resources (Inflows):					
Taxes	$ 337.53	$ 340.70	$ 3.18	$ 345.26	$ 4.56
Licenses and permits	7.06	7.06	-	10.82	3.76
Intergovernmental	18.26	17.55	(0.71)	17.98	0.43
Charges for Services	54.99	54.53	(0.47)	54.87	0.35
Use of Money and Property	1.48	1.48	-	6.55	5.07
Fines and Forfeitures	0.90	0.90	-	1.42	0.52
Miscellaneous	5.65	15.96	10.32	16.56	0.59
Transfer from Other funds	3.00	3.46	0.46	3.46	-
Total Resources	$ 428.87	$ 441.64	$ 12.77	$ 456.92	$ 15.28
Charges to Appropriations (Outflows):					
General Government	$ 44.08	$ 44.95	$ 0.88	$ 42.12	$ (2.83)
Public Safety	235.22	234.14	(1.08)	238.24	4.10
Community Development	68.09	76.15	8.06	79.10	2.95
Public Works	32.90	33.74	0.84	31.72	(2.02)
Debt Services	-	-	-	3.43	3.43
Transfers to Other Funds	47.15	49.34	2.19	49.88	0.54
Total Charges to Appropriations	$ 427.43	$ 438.32	$ 10.89	$ 444.48	$ 6.16

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

The City's investment in capital assets (Table 8) for its governmental and business-type activities as of June 30, 2025, is $2.07 billion (net of accumulated depreciation). This investment in capital assets includes land, structures and improvements, furniture and equipment, infrastructure, and construction in progress. For more information, please refer to Note 6 in the Notes to the Basic Financial Statements. The Capital Assets of the City are those assets which are used in the performance of the City's functions including infrastructure assets. Depreciation on capital assets is recognized in the Government-wide financial statements.

Capital Assets (Table 8)
(net of depreciation)
(in millions)

	Governmental Activities		Business-Type Activities		Government-Wide Totals	
	2025	2024	2025	2024	2025	2024
Land	$ 338.56	$ 306.67	$ 16.26	$ 16.26	354.82	$ 322.91
Structures and Improvement	220.91	223.19	11.61	12.13	232.52	235.32
Furniture and Equipments	51.10	45.63	3.72	6.96	54.82	52.59
Infrastructures	719.54	728.40	103.69	110.24	823.23	838.64
Construction in Progress	512.89	158.07	82.33	20.97	595.22	179.04
Right-to-Use Lease Asset	1.38	1.15	-	-	1.38	1.15
Subscription Assets	4.33	4.78	-	-	4.33	4.78
Total Capital asset	**$ 1,848.71**	**$ 1,467.89**	**$ 217.61**	**$ 166.56**	**$ 2,066.31**	**$ 1,634.42**

Additional detailed information is provided on Capital Assets in the *Notes to Financial Statements, Note 6*.

The City has elected to use the "Modified Approach" as defined by GASB Statement No. 34 for its Governmental Activities infrastructure reporting. Under GASB Statement No. 34, eligible infrastructure capital assets are not required to be depreciated under the following requirements:

- The City manages the eligible infrastructure capital assets using an asset management system with characteristics of (1) an up-to-date inventory; (2) perform condition assessments and summarize the results using a measurement scale; and (3) estimate annual amount to maintain and preserve at the established condition assessment level.
- The City documents that eligible infrastructure capital assets are being preserved approximately at or above the established disclosed assessment.

The City's streets are constantly deteriorating resulting from the following four factors: (1) traffic using the streets; (2) the sun's ultra-violet rays drying out and breaking down the top layer of pavement; (3) utility company/private development interests trenching operations; and (4) water damage from natural precipitation and other urban runoff. The City is continuously taking actions

to arrest the deterioration through short-term maintenance activities such as pothole patching, street sweeping, and street paving.

The City expended $10.88 million on street maintenance for the fiscal year ended June 30, 2025, to delay deterioration. The City has estimated that the amount of annual expenditures required maintaining the City's streets at the minimum Pavement Condition Index (PCI) rating of "Good" through the Fiscal Year 2029-30 is a minimum of $10.10 million per year. Overall, the city's PCI rating for its street system was 80.2 with 77.20 percent of city streets receiving a rating condition of "excellent to very good". As of June 30, 2025, the City had approximately 117.53 million square feet of streets with a carrying amount of approximately $583.13 million and a replacement cost of approximately $1,457.32 million.

The City is also continuously taking actions to arrest the deterioration of other infrastructure assets through short-term maintenance activities. The City expended $11.75 million on other infrastructure (sidewalks, traffic signals/streetlights and catch basins/storm drains) maintenance for the fiscal year ended June 30, 2025. These expenditures delayed deterioration and improved the overall condition through these maintenance efforts. It is estimated that it will cost approximately $10.63 million per year to maintain other infrastructure assets at their present level through Fiscal Year 2029-30. For more information, see Required Supplemental Information following the footnotes to the financial statements.

Long-term Debt

At year end, the City had $947.69 million in outstanding long-term debt. This debt consisted of revenue bonds, loans and notes payable, installment sale and advances from Successor Agency. For additional details of the City's long-term debt, please refer to Note 8 in the Notes to the Basic Financial Statements.

Table 9 below is a summary of the City's long-term debt for the year ended June 30, 2025.

Long-Term Debt (Table 9)
(in millions)

	Governmental Activities		Business-Type Activities		Government-Wide Totals	
	2025	2024	2025	2024	2025	2024
Revenue Bonds	$ 434.74	$ 245.71	$ 104.00	$ 62.63	$ 538.74	$ 308.34
Pension Obligation Bonds	211.16	217.82	-	-	211.16	217.82
Loan Payable	125.02	136.18	-	-	125.02	136.18
Installment Sale	-	4.92	-	-	-	4.92
Notes Payable	42.54	-	-	-	42.54	-
Advances from the Successor Agency	1.60	1.60	-	-	1.60	1.60
Lease Liability	1.36	1.13	-	-	1.36	1.13
Unamortized bond premium/discount	21.03	12.45	6.24	-	27.27	12.45
Total long term debt	**$ 837.45**	**$ 619.81**	**$ 110.24**	**$ 62.63**	**$ 947.69**	**$ 682.44**

CONTACTING THE CITY'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, customers, investors, and creditors with a general overview of the City's finances and to show the City's accountability for the money it receives. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to:

Executive Director of Finance
City of Ontario
303 East "B" Street
Ontario, California 91764

BASIC FINANCIAL STATEMENTS

CITY OF ONTARIO CALIF.
SCHOOLS & CHURCHES
BUSINESS & AGRICULTURE
BALANCED COMMUNITY
INCORPORATED 1891

GOVERNMENT-WIDE FINANCIAL STATEMENTS

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City of Ontario
Statement of Net Position
June 30, 2025

	Primary Government		
	Governmental Activities	Business-type Activities	Total
ASSETS			
Current assets:			
Cash and investments	$ 481,535,291	$ 96,605,775	$ 578,141,066
Receivables:			
Accounts	38,104,421	34,052,496	72,156,917
Taxes	42,036,800	-	42,036,800
Accrued interest	4,349,767	861,336	5,211,103
Leases	241,174	131,088	372,262
Internal balances	(58,495,982)	58,495,982	-
Prepaid costs	6,635,814	153,856	6,789,670
Deposits	48,084,923	-	48,084,923
Due from other governments	11,309,560	-	11,309,560
Inventories	4,427,212	2,747,091	7,174,303
Advances to Successor Agency	3,500,000	-	3,500,000
Restricted assets:			
Cash and investments	182,339,449	47,470,945	229,810,394
Cash and investments with fiscal agent	7,982,001	-	7,982,001
Total current assets	772,050,430	240,518,569	1,012,568,999
Noncurrent assets:			
Notes and Loans	62,507,818	-	62,507,818
Leases receivable	2,195,101	737,213	2,932,314
Equity interest in joint ventures	-	72,281,807	72,281,807
Other investments	-	184,913,339	184,913,339
Land held for resale	175,166,385	-	175,166,385
Capital assets:			
Nondepreciable	1,462,355,889	98,584,438	1,560,940,327
Depreciable	787,736,192	304,673,673	1,092,409,865
Less accumulated depreciation	(401,384,405)	(185,644,572)	(587,028,977)
Total capital assets	1,848,707,676	217,613,539	2,066,321,215
Total noncurrent assets	2,088,576,980	475,545,898	2,564,122,878
Total assets	2,860,627,410	716,064,467	3,576,691,877
DEFERRED OUTFLOWS OF RESOURCES			
Deferred charges on refunding	2,461,252	2,859,925	5,321,177
Deferred pension related items	83,625,819	6,327,562	89,953,381
Deferred OPEB related items	11,757,440	4,156,801	15,914,241
Total deferred outflows of resources	97,844,511	13,344,288	111,188,799

See accompanying Notes to Basic Financial Statements.

City of Ontario
Statement of Net Position (Continued)
June 30, 2025

	Primary Government		
	Governmental Activities	Business-type Activities	Total
LIABILITIES			
Current liabilities:			
Accounts payable	103,291,985	36,534,252	139,826,237
Accrued liabilities	12,971,608	112,950	13,084,558
Accrued interest	6,400,120	1,429,555	7,829,675
Unearned revenue	32,352,911	1,809,424	34,162,335
Deposits payable	38,230,140	7,884,319	46,114,459
Due to other governments	2,102,372	-	2,102,372
SBITA liabilities - current	1,748,287	-	1,748,287
Compensated absences - current	21,177,846	2,749,705	23,927,551
Claims and judgements - current	11,664,000	-	11,664,000
Long-term debt - current portion	30,405,490	3,480,000	33,885,490
Total current liabilities	260,344,759	54,000,205	314,344,964
Noncurrent liabilities:			
SBITA liabilities	1,894,029	-	1,894,029
Compensated absences	20,771,707	567,238	21,338,945
Claims and judgements	34,495,000	-	34,495,000
Net pension liability	113,170,752	10,057,790	123,228,542
Net OPEB liability	11,585,608	4,096,049	15,681,657
Long-term debt	807,048,186	106,759,074	913,807,260
Total noncurrent liabilities	988,965,282	121,480,151	1,110,445,433
Total liabilities	1,249,310,041	175,480,356	1,424,790,397
DEFERRED INFLOWS OF RESOURCES			
Deferred charges on refunding	687,830	-	687,830
Deferred inflows of resources - pension	2,384,424	191,402	2,575,826
Deferred inflows of resources - leases	2,060,309	789,052	2,849,361
Deferred inflows of resources - OPEB	30,739,503	10,867,840	41,607,343
Total deferred inflows of resources	35,872,066	11,848,294	47,720,360
NET POSITION			
Net investment in capital assets	1,199,278,053	157,705,335	1,356,983,388
Restricted for:			
Community development projects	149,902,259	-	149,902,259
Public safety	24,454,431	-	24,454,431
Capital projects	-	47,470,945	47,470,945
Affordable housing	61,914,784	-	61,914,784
Other purposes	61,060,262	-	61,060,262
Total restricted	297,331,736	47,470,945	344,802,681
Unrestricted	176,680,025	336,903,825	513,583,850
Total net position	$ 1,673,289,814	$ 542,080,105	$ 2,215,369,919

See accompanying Notes to Basic Financial Statements.

City of Ontario
Statement of Activities
For the year ended June 30, 2025

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions
Governmental activities:				
General government	$ 65,594,979	$ 4,797,453	$ 17,666,484	$ -
Public safety	258,987,243	41,264,027	-	7,756,432
Community development	150,474,389	112,437,701	-	8,350,491
Public works	67,028,991	7,352,437	-	18,630,492
Interest on long-term debt	21,098,167	-	-	-
Total governmental activities	563,183,769	165,851,618	17,666,484	34,737,415
Business-type Activities:				
Water	49,795,227	84,911,549	484,037	26,489
Sewer	36,304,027	33,867,795	-	265,413
Integrated Waste	64,257,799	60,339,708	857,828	1,006,625
Total Business-Type activities	150,357,053	179,119,052	1,341,865	1,298,527
Total primary government	$ 713,540,822	$ 344,970,670	$ 19,008,349	$ 36,035,942

General Revenues:

Taxes:

Property taxes, levied for general purpose

Transient occupancy taxes

Sales taxes

Franchise taxes

Business license taxes

Other taxes

Total taxes

Motor vehicle in lieu, unrestricted

Use of money and property

Other

Gain on sale of property

Transfers

Total general revenues and transfers

Change in net position

Net position - beginning of year, as previously stated

Restatements

Net position - beginning of year, as restated

Net position - end of year

See accompanying Notes to Basic Financial Statements.

	Net (Expense) Revenue and Changes in Net Position		
Total	Governmental Activities	Business-Type Activities	Total
$ 22,463,937	$ (43,131,042)	$ -	$ (43,131,042)
49,020,459	(209,966,784)	-	(209,966,784)
120,788,192	(29,686,197)	-	(29,686,197)
25,982,929	(41,046,062)	-	(41,046,062)
-	(21,098,167)	-	(21,098,167)
218,255,517	(344,928,252)	-	(344,928,252)
85,422,075	-	35,626,848	35,626,848
34,133,208	-	(2,170,819)	(2,170,819)
62,204,161	-	(2,053,638)	(2,053,638)
181,759,444	-	31,402,391	31,402,391
$ 400,014,961	(344,928,252)	31,402,391	(313,525,861)
	105,249,239	-	105,249,239
	16,671,971	-	16,671,971
	203,410,213	-	203,410,213
	3,567,973	-	3,567,973
	10,718,444	-	10,718,444
	21,667,233	-	21,667,233
	361,285,073	-	361,285,073
	285,738	-	285,738
	40,847,011	14,399,576	55,246,587
	3,751,210	-	3,751,210
	5,791,452	-	5,791,452
	(21,429)	21,429	-
	411,939,055	14,421,005	426,360,060
	67,010,803	45,823,396	112,834,199
	1,617,876,227	484,777,066	2,102,653,293
	(11,597,216)	11,479,643	(117,573)
	1,606,279,011	496,256,709	2,102,535,720
	$ 1,673,289,814	$ 542,080,105	$ 2,215,369,919

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FUND
FINANCIAL STATEMENTS

Governmental Fund Financial Statements

Proprietary Fund Financial Statements

Fiduciary Fund Financial Statements

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City of Ontario
Balance Sheet
Governmental Funds
June 30, 2025

	General	Special Revenue Fund: Ontario Housing Authority	Capital Project Fund: Capital Projects
ASSETS			
Cash and investments	$ 4,927,339	$ 740,858	$ 23,523
Receivables:			
Accounts	9,863,309	128,694	1,048,644
Taxes	41,963,140	-	-
Notes and loans	48,000	30,332,206	-
Leases	2,436,275	-	-
Accrued interest	691,772	-	-
Prepaid costs	506,569	-	113,858
Deposits	-	354,389	43,017,934
Due from other governments	11,309,560	-	-
Due from other funds	88,588,804	-	-
Advances to other funds	-	-	-
Advances to Successor Agency	3,500,000	-	-
Inventories	255,731	-	-
Land held for resale	-	36,593,203	2,762,682
Restricted assets:			
Cash and investments	-	-	182,303,674
Cash and investments with fiscal agents	-	-	7,823,924
Total assets	$ 164,090,499	$ 68,149,350	$ 237,094,239
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES			
Liabilities:			
Accounts payable	$ 13,105,487	$ 11,535	$ 74,508,916
Accrued liabilities	12,659,097	19,841	3,493
Unearned revenues	3,308,917	-	23,984,000
Deposits payable	18,280,305	-	873,312
Due to other governments	1,488	-	-
Due to other funds	-	-	88,588,804
Advances from other funds	-	5,961,399	-
Total liabilities	47,355,294	5,992,775	187,958,525
Deferred Inflows of Resources			
Unavailable revenues	2,357,840	24,326,991	881,458
Leases	2,060,309	-	-
Total deferred inflows of resources	4,418,149	24,326,991	881,458
Fund Balances:			
Nonspendable	4,310,300	-	-
Restricted	395,780	37,829,584	-
Committed	-	-	48,254,256
Assigned	107,610,976	-	-
Unassigned	-	-	-
Total fund balances	112,317,056	37,829,584	48,254,256
Total liabilities, deferred inflows of resources and fund balances	$ 164,090,499	$ 68,149,350	$ 237,094,239

See accompanying Notes to Basic Financial Statements.

Capital Project Funds			
Impact Fees	Industrial Development Authority	Other Governmental Funds	Total Governmental Funds
$ 241,566,703	$ 9,467	$ 132,481,196	$ 379,749,086
3,347	-	19,720,969	30,764,963
-	-	73,660	42,036,800
-	-	32,127,612	62,507,818
-	-	-	2,436,275
1,673,000	70	1,122,053	3,486,895
-	-	511,297	1,131,724
308,112	-	3,625,387	47,305,822
-	-	-	11,309,560
-	-	-	88,588,804
-	-	5,961,399	5,961,399
-	-	-	3,500,000
-	-	2,889,481	3,145,212
-	52,628,000	83,182,500	175,166,385
-	-	35,775	182,339,449
-	-	-	7,823,924
$ 243,551,162	$ 52,637,537	$ 281,731,329	$ 1,047,254,116
$ 1,158,051	$ -	$ 8,542,215	$ 97,326,204
-	-	198,932	12,881,363
-	-	5,059,994	32,352,911
11,721,127	-	1,440,793	32,315,537
-	-	2,100,884	2,102,372
-	-	20,467,153	109,055,957
-	55,000,000	4,996,588	65,957,987
12,879,178	55,000,000	42,806,559	351,992,331
-	-	15,713,323	43,279,612
-	-	-	2,060,309
-	-	15,713,323	45,339,921
-	-	108,554	4,418,854
340,870	-	225,764,549	264,330,783
228,067,098	-	-	276,321,354
2,264,016	-	-	109,874,992
-	(2,362,463)	(2,661,656)	(5,024,119)
230,671,984	(2,362,463)	223,211,447	649,921,864
$ 243,551,162	$ 52,637,537	$ 281,731,329	$ 1,047,254,116

City of Ontario

Reconciliation of the Governmental Funds Balance Sheet to the Government-Wide Statement of Net Position

June 30, 2025

Total Fund Balances - Total Governmental Funds			$ 649,921,864

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities were not current financial resources. Therefore, they were not reported in the Governmental Funds Balance Sheet. Except for the internal service funds reported below, the capital assets were adjusted as follows:	Government-Wide Statement of Net Position	Internal Service Funds	Total
Nondepreciable	$ 1,462,355,889	$ (41,962,774)	1,420,393,115
Depreciable, net	386,351,787	(60,765,467)	325,586,320
Total capital assets	$ 1,848,707,676	$ (102,728,241)	1,745,979,435

Internal service funds were used by management to charge the costs of certain activities, such as insurance, to individual funds. The assets and liabilities of the Internal service funds were included in governmental activities in the Government-Wide Statement of Net Position.	(133,233,133)
Unavailable revenues recorded in the fund financial statements resulting from activities in which revenues were earned but were not available are reclassified as revenues in the Government-Wide Financial Statements.	43,279,612

In the Government-Wide Financial Statements, deferred employer contributions for pension and OPEB, certain differences between actuarial estimates and actual results, and other adjustments resulting from changes in assumptions and benefits are deferred in the current year.	Government-Wide Statement of Net Position	Internal Service Funds	
Deferred outflows of resources related to pension	83,625,819	(2,999,050)	80,626,769
Deferred outflows of resources related to OPEB	11,757,440	(11,757,440)	-
Deferred inflows of resources related to pension	(2,384,424)	90,719	(2,293,705)
Deferred inflows of resources related to OPEB	(30,739,503)	30,739,503	-

Long-term liabilities were not due and payable in the current period. Therefore, they were not reported in the Governmental Funds Balance Sheet.

	Government-Wide Statement of Net Position	Internal Service Funds	Total
Compensated absences - due within one year	$ (21,177,846)	$ 21,177,846	$ -
Interest payable	(6,400,120)	763,532	(5,636,588)
Long-term debt - due within one year	(30,405,490)	9,669,580	(20,735,910)
Unamortized deferred gain on refunding	(687,830)	-	(687,830)
Unamortized deferred loss on refunding	2,461,252	-	2,461,252
Unamoritzed prepaid bond insurance premium	110,081	-	110,081
SBITA liabilities	(3,642,316)	2,328,589	(1,313,727)
Compensated absences - due in more than one year	(20,771,707)	20,771,707	-
Long-term debt - due in more than one year	(807,048,186)	230,263,578	(576,784,608)
Net pension liability	(113,170,752)	4,767,054	(108,403,698)
Net OPEB liability	11,585,608	(11,585,608)	-
Total long-term liabilities	$ (989,147,306)	$ 278,156,278	(710,991,028)
Net Position of Governmental Activities			$ 1,673,289,814

See accompanying Notes to Basic Financial Statements.

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City of Ontario

Statement of Revenues, Expenditures and Changes in Fund Balances

Governmental Funds

For the year ended June 30, 2025

		Special Revenue Fund	Capital Project Funds
	General	Ontario Housing Authority	Capital Projects
REVENUES:			
Taxes	$ 345,263,407	$ -	$ -
Special assessment taxes	-	-	-
Licenses and permits	10,817,111	-	-
Intergovernmental	17,980,405	-	828,124
Charges for services	54,872,910	143,102	-
Use of money and property	6,549,559	681,373	5,459,259
Fines and forfeitures	1,419,576	-	-
Miscellaneous	16,556,435	12,255,245	10,905,968
Total revenues	453,459,403	13,079,720	17,193,351
EXPENDITURES:			
Current:			
General government	42,124,271	43,000	4,301,779
Public safety	238,241,478	-	4,942,896
Community development	79,095,855	2,111,343	63,111,666
Public works	31,718,260	-	309,621,793
Debt service:			
Principal retirement	3,425,357	-	13,806,919
Interest and fiscal charges	-	-	4,080,808
Cost of issuance	-	-	1,678,335
Total expenditures	394,605,221	2,154,343	401,544,196
REVENUES OVER (UNDER) EXPENDITURES	58,854,182	10,925,377	(384,350,845)
OTHER FINANCING SOURCES (USES):			
Transfers in	3,459,374	-	40,762,532
Transfers out	(49,877,385)	-	-
Notes and loans issued	-	-	249,174,035
Total other financing sources (uses)	(46,418,011)	-	289,936,567
Net change in fund balances	12,436,171	10,925,377	(94,414,278)
FUND BALANCES:			
Beginning of year, as previously stated	99,880,885	26,904,207	142,668,534
Restatement - correction of error	-	-	-
Beginning of year, as restated	99,880,885	26,904,207	142,668,534
End of year	$ 112,317,056	$ 37,829,584	$ 48,254,256

See accompanying Notes to Basic Financial Statements.

Capital Project Funds			
Impact Fees	Industrial Development Authority	Other Governmental Funds	Total Governmental Funds
$ -	$ -	$ 193,295	$ 345,456,702
-	-	16,114,108	16,114,108
-	-	-	10,817,111
-	-	28,728,679	47,537,208
30,184,745	-	37,245,326	122,446,083
12,243,591	371	7,504,302	32,438,455
-	-	100	1,419,676
519	-	993,245	40,711,412
42,428,855	371	90,779,055	616,940,755
802,315	-	22,229,178	69,500,543
49,470	-	7,751,398	250,985,242
29,981,174	2,362,840	32,848,042	209,510,920
5,904,521	-	23,152,967	370,397,541
-	-	6,009,775	23,242,051
-	-	161,531	4,242,339
-	-	-	1,678,335
36,737,480	2,362,840	92,152,891	929,556,971
5,691,375	(2,362,469)	(1,373,836)	(312,616,216)
-	-	290,603	44,512,509
-	-	(3,148,427)	(53,025,812)
-	-	-	249,174,035
-	-	(2,857,824)	240,660,732
5,691,375	(2,362,469)	(4,231,660)	(71,955,484)
224,980,609	6	232,059,386	726,493,627
-	-	(4,616,279)	(4,616,279)
224,980,609	6	227,443,107	721,877,348
$ 230,671,984	$ (2,362,463)	$ 223,211,447	$ 649,921,864

City of Ontario

Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental Funds to the Government-Wide Statement of Activities

For the year ended June 30, 2025

Net Change in Fund Balances - Total Governmental Funds	$	(71,955,484)
Amounts reported for governmental activities in the Government-Wide Statement of Activities were different because:		
Governmental funds reported capital outlay as expenditures. However, in the Government-Wide Statement of Activities, the cost of those assets was allocated over their estimated lives as depreciation expense. This was the amount of capital assets recorded in the current period, net of the amount related to internal service funds.		391,185,451
Depreciation expense on capital assets was reported in the Government-Wide Statement of Activities, but did not require the use of current financial resources. Therefore, depreciation expense was not reported as expenditures in the governmental funds, net of the amount related to internal service funds.		(18,685,414)
Debt proceeds provide current financial resources to governmental funds, but issuing debt increased long-term liabilities in the Government-Wide Statement of Net Position. Repayment of debt was an expenditure in governmental funds, but the repayment reduced long-term liabilities in the Government-Wide Statement of Net Position.		
Long-term debt repayments		23,242,051
Issuance of long-term debt		(249,174,035)
Interest payable		(3,215,191)
Amortization of prepaid bond insurance		(8,783)
Amortization of deferred charges		62,060
Amortization of bonds premium (discount), net		658,402
Capital assets amounts transferred to business-type activities		(2,104,741)
Current year employer pension contributions are recorded as expenditures in the governmental funds, however, these amounts are reported as a deferred outflow of resources in the Government-Wide Statement of Net Position.		28,013,180
Pension expense is reported in the Government-Wide Statement of Activities does not require the use of current financial resources, and therefore is not reported as expenditures in governmental funds.		(47,284,968)
Unavailable revenues recorded in the fund financial statements resulting from activities in which revenues were earned but were not available are reclassified as revenues in the Government-Wide Financial Statements.		4,866,690
Internal service funds were used by management to charge the costs of certain activities, such as insurance and fleet management, to individual funds. The net revenue of the internal service funds was reported with governmental activities.		11,411,585
Change in Net Position of Governmental Activities	$	67,010,803

See accompanying Notes to Basic Financial Statements.

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City of Ontario
Statement of Net Position
Proprietary Funds
June 30, 2025

	Business-Type Activities - Enterprise Funds				Governmental Activities - Internal Service Funds
	Water	Sewer	Integrated Waste	Totals	
ASSETS					
Current Assets:					
Cash and investments	$ 64,435,805	$ 14,707,383	$ 17,462,587	$ 96,605,775	$ 101,786,205
Receivables:					
Accounts	16,071,117	5,562,330	12,419,049	34,052,496	7,339,458
Leases	131,088	-	-	131,088	-
Accrued interest	626,819	107,216	127,301	861,336	862,872
Prepaid costs	53,507	23,164	77,185	153,856	5,394,003
Deposits	-	-	-	-	779,101
Due from other funds	-	-	-	-	21,725,859
Inventories	2,197,673	549,418	-	2,747,091	1,282,000
Restricted:					
Cash and investments	47,470,945	-	-	47,470,945	-
Cash with fiscal agent	-	-	-	-	158,077
Total current assets	130,986,954	20,949,511	30,086,122	182,022,587	139,327,575
Noncurrent:					
Leases receivable	737,213	-	-	737,213	-
Advances to other funds	37,160,565	31,055,277	17,391,925	85,607,767	59,996,588
Equity interest in joint ventures	72,281,807	-	-	72,281,807	-
Other investments	184,913,339	-	-	184,913,339	-
Capital assets:					
Nondepreciable	57,455,007	40,427,426	702,005	98,584,438	41,962,774
Depreciable	233,540,310	63,054,876	8,078,487	304,673,673	160,995,346
Less accumulated depreciation	(136,761,436)	(45,638,004)	(3,245,132)	(185,644,572)	(100,229,879)
Net capital assets	154,233,881	57,844,298	5,535,360	217,613,539	102,728,241
Total noncurrent assets	449,326,805	88,899,575	22,927,285	561,153,665	162,724,829
Total assets	580,313,759	109,849,086	53,013,407	743,176,252	302,052,404
DEFERRED OUTFLOWS OF RESOURCES					
Deferred charges on refunding	2,859,925	-	-	2,859,925	-
Deferred pension related items	2,509,707	1,051,364	2,766,491	6,327,562	2,999,050
Deferred OPEB related items	1,648,716	690,678	1,817,407	4,156,801	11,757,440
Total deferred outflows of resources	7,018,348	1,742,042	4,583,898	13,344,288	14,756,490

See accompanying notes to Basic Financial Statements.

City of Ontario
Statement of Net Position
Proprietary Funds (Continued)
June 30, 2025

	Business-Type Activities - Enterprise Funds				
	Water	Sewer	Integrated Waste	Totals	Governmental Activities - Internal Service Funds
LIABILITIES					
Current liabilities:					
Accounts payable	11,983,069	19,965,117	4,586,066	36,534,252	5,965,781
Accrued liabilities	76,705	4,723	31,522	112,950	90,245
Accrued interest	1,429,555	-	-	1,429,555	763,532
Unearned revenues	348,845	1,312,467	148,112	1,809,424	-
Deposits payable	6,303,284	-	1,581,035	7,884,319	5,914,603
Due to other funds	-	-	-	-	1,258,706
SBITA liabilities - current	-	-	-	-	1,325,399
Compensated absences - current	1,568,291	232,261	949,153	2,749,705	21,177,846
Claims and judgements - current	-	-	-	-	11,664,000
Long-term debt - current portion	3,480,000	-	-	3,480,000	9,669,580
Total current liabilities	25,189,749	21,514,568	7,295,888	54,000,205	57,829,692
Noncurrent liabilities:					
Advances from other funds	-	-	-	-	85,607,767
SBITA liabilities	-	-	-	-	1,003,190
Compensated absences	323,525	47,913	195,800	567,238	20,771,707
Claims and judgements	-	-	-	-	34,495,000
Net pension liability	3,989,231	1,671,164	4,397,395	10,057,790	4,767,054
Net OPEB liability	1,624,620	680,585	1,790,844	4,096,049	11,585,608
Long-term debt	106,759,074	-	-	106,759,074	230,263,578
Total noncurrent liabilities	112,696,450	2,399,662	6,384,039	121,480,151	388,493,904
Total liabilities	137,886,199	23,914,230	13,679,927	175,480,356	446,323,596
DEFERRED INFLOWS OF RESOURCES					
Deferred pension related items	75,916	31,803	83,683	191,402	90,719
Deferred leases related amounts	789,052	-	-	789,052	-
Deferred OPEB related items	4,310,521	1,805,759	4,751,560	10,867,840	30,739,503
Total deferred inflows of resources	5,175,489	1,837,562	4,835,243	11,848,294	30,830,222
NET POSITION					
Net investment in capital assets	94,325,677	57,844,298	5,535,360	157,705,335	75,475,824
Restricted	47,470,945	-	-	47,470,945	-
Unrestricted	302,473,797	27,995,038	33,546,775	364,015,610	(235,820,748)
Total net position	$ 444,270,419	$ 85,839,336	$ 39,082,135	$ 569,191,890	$ (160,344,924)

Reconciliation of Net Position to the Government-Wide Statement of Net Position:

Net Position per Statement of Net Position - Proprietary Funds	$ 569,191,890
Prior years' accumulated adjustment to reflect the consolidation of internal service funds activities related to the enterprise funds, as restated	(28,762,441)
Current year's adjustment to reflect the consolidation of internal service activities related to enterprise funds	1,650,656
Net Position per Government-Wide Statement of Net Position	$ 542,080,105

See accompanying notes to Basic Financial Statements.

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City of Ontario

Statement of Revenues, Expenses and Changes in Net Position

Proprietary Funds

For the year ended June 30, 2025

	Business-Type Activities - Enterprise Funds				Governmental Activities - Internal Service Funds
	Water	Sewer	Integrated Waste	Totals	
OPERATING REVENUES:					
Sales and service charges	$ 78,393,852	$ 33,207,315	$ 59,467,344	$ 171,068,511	$ -
Interdepartmental charges	-	-	-	-	116,896,241
Miscellaneous	6,212,799	660,480	872,364	7,745,643	13,489,917
Total operating revenues	84,606,651	33,867,795	60,339,708	178,814,154	130,386,158
OPERATING EXPENSES:					
Administration and general	20,855,519	12,938,989	60,502,477	94,296,985	93,378,900
Source and supply	9,070,838	-	-	9,070,838	13,514,054
Pumping	10,930,073	-	-	10,930,073	-
Treatment	-	21,969,469	-	21,969,469	-
Claims expense	-	-	-	-	728,935
Depreciation expense	5,779,751	1,663,976	995,189	8,438,916	13,928,477
Total operating expenses	46,636,181	36,572,434	61,497,666	144,706,281	121,550,366
Operating income (loss)	37,970,470	(2,704,639)	(1,157,958)	34,107,873	8,835,792
NONOPERATING REVENUES (EXPENSES):					
Grant revenue	484,037	-	857,828	1,341,865	-
Interest revenue	9,732,841	2,932,235	1,734,500	14,399,576	8,408,556
Interest expense	(3,197,681)	-	-	(3,197,681)	(12,673,981)
Gain on joint venture	304,898	-	-	304,898	-
Total nonoperating revenues (expenses)	7,324,095	2,932,235	2,592,328	12,848,658	(4,265,425)
Income before contributions and transfers	45,294,565	227,596	1,434,370	46,956,531	4,570,367
CONTRIBUTIONS AND TRANSFERS:					
Capital grants and contributions	26,489	265,413	1,006,625	1,298,527	-
Contribution of capital assets	(603,628)	(24,089)	(3,476,030)	(4,103,747)	-
Transfers in	1,000,000	-	-	1,000,000	9,476,042
Transfers out	(394,082)	(163,553)	(420,936)	(978,571)	(984,168)
Total contributions and transfers	28,779	77,771	(2,890,341)	(2,783,791)	8,491,874
Change in net position	$ 45,323,344	$ 305,367	$ (1,455,971)	$ 44,172,740	$ 13,062,241
NET POSITION:					
Beginning of year	387,134,507	85,577,333	40,827,667	513,539,507	(165,838,176)
Restatement - implementation of GASB 101	(226,889)	(43,364)	(289,561)	(559,814)	(7,219,623)
Restatement - correction of error	12,039,457	-	-	12,039,457	(349,366)
Beginning of year, as restated	398,947,075	85,533,969	40,538,106	525,019,150	(173,407,165)
End of year	$ 444,270,419	$ 85,839,336	$ 39,082,135	$ 569,191,890	$ (160,344,924)

Reconciliation of Changes in Net Position to the Statement of Activities:

Changes in Net Position, per the Statement of Revenues, Expenses and Changes in Fund Net Position - Proprietary Funds	$ 44,172,740
Adjustment to reflect the consolidation of current fiscal year internal service funds activities related to enterprise funds	1,650,656
Changes in Net Position of Business-Type Activities per Statement of Activities	$ 45,823,396

See accompanying notes to Basic Financial Statements.

City of Ontario
Statement of Cash Flows
Proprietary Funds
For the year ended June 30, 2025

	Business-Type Activities - Enterprise Funds				Governmental Activities - Internal Service Funds
	Water	Sewer	Integrated Waste	Totals	
CASH FLOWS FROM OPERATING ACTIVITIES:					
Cash received from customers and users	$ 84,759,886	$ 33,203,541	$ 59,603,313	$ 177,566,740	$ -
Cash received from/(paid to) interfund services	-	-	-	-	130,540,178
Cash paid to suppliers for goods and services	(15,104,124)	(4,486,886)	487,279	(19,103,731)	(14,409,360)
Cash paid to employees for services	(22,024,774)	(13,657,753)	(62,100,291)	(97,782,818)	(93,955,337)
Net cash provided by (used in) operating activities	47,630,988	15,058,902	(2,009,699)	60,680,191	22,175,481
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:					
Cash transfers in	1,000,000	-	-	1,000,000	9,476,042
Cash transfers out	(394,082)	(163,553)	(420,936)	(978,571)	(984,168)
Due to/(from) other funds	-	-	-	-	(20,467,153)
Advances paid to other funds	(11,830,776)	(1,997,728)	(2,405,365)	(16,233,869)	(7,610,908)
Advances from other funds	-	-	-	-	18,848,189
Interest paid on pension obligation bonds	-	-	-	-	(11,809,505)
Principal paid on pension obligation bonds	-	-	-	-	(6,660,000)
Grant subsidy	484,037	-	857,828	1,341,865	-
Net cash provided by (used in) noncapital financing activities	(10,740,821)	(2,161,281)	(1,968,473)	(14,870,575)	(19,207,503)
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:					
Acquisition and construction of capital assets	(22,647,593)	(38,714,550)	(2,238,964)	(63,601,107)	(22,388,660)
Acquisition of other investments	(27,970,659)	-	-	(27,970,659)	-
Proceeds from leases receivable	197,649	-	-	197,649	-
Interest paid on capital debt	(2,243,692)	-	-	(2,243,692)	(867,305)
Principal paid on capital debt	(2,580,000)	-	-	(2,580,000)	(1,419,530)
Proceed from issuance of capital debt	50,194,074	-	-	50,194,074	-
Principal paid on SBITAs	-	-	-	-	(1,385,795)
Reimbursement agreement	26,489	265,413	1,006,625	1,298,527	-
Net cash provided by (used in) capital and related financing activities	(5,023,732)	(38,449,137)	(1,232,339)	(44,705,208)	(26,061,290)
CASH FLOWS FROM INVESTING ACTIVITIES:					
Interest received	9,584,705	3,081,314	1,750,429	14,416,448	8,331,547
Net cash provided by (used in) investing activities	9,584,705	3,081,314	1,750,429	14,416,448	8,331,547
Net cash flows	41,451,140	(22,470,202)	(3,460,082)	15,520,856	(14,761,765)
CASH AND INVESTMENTS - Beginning of year	70,455,610	37,177,585	20,922,669	128,555,864	116,706,047
CASH AND INVESTMENTS - End of year	$ 111,906,750	$ 14,707,383	$ 17,462,587	$ 144,076,720	$ 101,944,282

See accompanying notes to Basic Financial Statements.

City of Ontario
Statement of Cash Flows
Proprietary Funds (Continued)
For the year ended June 30, 2025

	Business-Type Activities - Enterprise Funds				Governmental Activities - Internal Service Funds
	Water	Sewer	Integrated Waste	Totals	
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES:					
Operating income (loss)	$ 37,970,470	$ (2,704,639)	$ (1,157,958)	$ 34,107,873	$ 8,835,792
Adjustments to reconcile operating income (loss) to net cash provided by (used in) operating activities:					
Depreciation	5,779,751	1,663,976	995,189	8,438,916	13,928,477
(Increase) decrease in accounts receivable	600,841	(661,513)	(856,554)	(917,226)	154,020
(Increase) decrease in prepaid expense	42,164	(2,289)	(51,999)	(12,124)	(2,700,113)
(Increase) decrease in deposits	-	-	-	-	308,854
(Increase) decrease in inventories	(487,200)	(121,800)	-	(609,000)	132,947
Increase (decrease) in accounts payable	5,655,990	17,657,429	884,927	24,198,346	(6,988,153)
Increase (decrease) in accrued liabilities	(381,047)	(52,782)	(352,516)	(786,345)	(295,509)
Increase (decrease) in unearned revenues	(222,810)	(2,741)	120,159	(105,392)	-
Increase (decrease) in deposits payable	66,880	2,025	6,867	75,772	5,914,603
Increase (decrease) in claims and judgements	-	-	-	-	3,461,000
Increase (decrease) in compensated absences	302,823	(11,810)	158,074	449,087	11,329,172
Increase (decrease) in deferred leases related amounts	(224,796)	-	-	(224,796)	-
Increase (decrease) in net pension liability	(996,920)	(479,173)	(1,189,724)	(2,665,817)	(1,904,625)
Increase (decrease) in deferred pension related items	1,489,477	672,396	1,713,323	3,875,196	2,341,166
Increase (decrease) in OPEB liability	(1,056,313)	(475,600)	(1,213,214)	(2,745,127)	(6,817,410)
Increase (decrease) in deferred OPEB related items	(908,322)	(424,577)	(1,066,273)	(2,399,172)	(5,524,740)
Net cash provided by (used in) operating activities	$ 47,630,988	$ 15,058,902	$ (2,009,699)	$ 60,680,191	$ 22,175,481
NONCASH TRANSACTIONS:					
Gain (loss) on equity interest in joint ventures	$ 304,898	$ -	$ -	$ 304,898	$ -
Capital contributions of capital assets	603,628	24,089	3,476,030	4,103,747	-

See accompanying notes to Basic Financial Statements.

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City of Ontario
Statement of Fiduciary Net Position
Fiduciary Funds
June 30, 2025

	Custodial Funds	Private Purpose Trust Fund Successor Agency of the Former RDA
ASSETS		
Cash and investments	$ 75,823,066	$ 3,097,457
Receivables:		
Accounts	5,454,914	-
Taxes	1,136,000	-
Accrued interest	329,393	4,216
Prepaid costs	82,023	-
Advances to City	-	1,600,000
Land held for resale	-	10,728,379
Restricted assets:		
Cash and investments with fiscal agents	110,708,215	1,364,770
Total assets	193,533,611	16,794,822
LIABILITIES		
Accounts payable	2,432,517	3,750
Accrued interest	-	280,355
Deposits payable	4,341,362	305,887
Due to other governments	58,853,527	-
Long-term liabilities:		
Long-term debt - due within one year	-	4,420,827
Long-term debt - due in more than one year	-	7,216,492
Total liabilities	65,627,406	12,227,311
NET POSITION		
Restricted for:		
Individuals, organizations, and other governments	127,906,205	-
Held in trust for private purposes	-	4,567,511
Total Net Position	$ 127,906,205	$ 4,567,511

See accompanying notes to Basic Financial Statements.

City of Ontario
Statement of Changes in Fiduciary Net Position
Fiduciary Funds
For the year ended June 30, 2025

	Custodial Funds	Private Purpose Trust Fund Successor Agency of the Former RDA
ADDITIONS:		
Taxes	$ 20,975,349	$ 4,482,199
Interest and change in fair value of investments	4,323,323	78,070
Fee collections for other governments	6,666,338	-
Bond proceeds and premiums	51,697,157	-
Total additions	83,662,167	4,560,269
DEDUCTIONS:		
Administrative expenses	20,829,012	43,986
Payments on conduit bonds - principal	4,424,998	-
Interest expense	9,757,198	749,738
Contributions to other governments	8,162,219	-
Total deductions	43,173,427	793,724
Change in net position	40,488,740	3,766,545
NET POSITION:		
Beginning of year	87,417,465	800,966
End of year	$ 127,906,205	$ 4,567,511

See accompanying notes to Basic Financial Statements.

NOTES TO FINANCIAL STATEMENTS

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The basic financial statements of the City of Ontario, California (City) have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental agencies. The Governmental Accounting Standards Board (GASB) is the accepted standard setting body for establishing governmental accounting and financial reporting principles. The more significant of the City's accounting policies are described below.

A. Financial Reporting Entity

The City is a municipal corporation governed by an elected mayor and a four-member council. The City was incorporated December 10, 1891, under the general laws of the State of California and enjoys all the rights and privileges pertaining to "General Law" cities. As required by accounting principles generally accepted in the Unites States of America, these financial statements present the City of Ontario, California, and its component units for which the City is considered financially accountable.

The criteria used in determining the scope of the reporting entity is based on the provisions of GASB Statement No. 14 and amended by GASB Statement No. 61, Blended Component Units, although legally separate entities, are in substance part of the government's operation, so data from these units are combined herein. The following criteria were used in the determination of blended units: (1) the members of the City Council also act as the governing body of the Industrial Development Authority, the Ontario Redevelopment Financing Authority, the Ontario Public Financing Authority, and the Ontario Housing Authority (collectively, the "Authorities"), and (2) the Authorities are managed by employees of the City.

Blended Component Units

The former Ontario Redevelopment Agency (Agency) was activated November 1, 1977, pursuant to the State of California Health and Safety Code, Section 33000 entitled "Community Development Law." The primary purpose of the Agency was to encourage private redevelopment of property and to rehabilitate areas suffering from economic disuse arising from poor and inadequate planning, inadequate street layout and street access, lack of open space, landscaping and other improvements and facilities necessary to establish and maintain the economic growth of the City. The former Redevelopment Agency was dissolved as of January 31, 2012, through the Supreme Court decision on Assembly Bill 1X 26. See Note 18 for more information on the dissolution.

The Industrial Development Authority was established August 18, 1981, pursuant to the California Industrial Development Financing Act (AB74). The law authorizes limited issuance of small-issue industrial development bonds to assist private industry. The sole function of the Industrial Development Authority is to review and approve the issuance of bonds to finance eligible projects. Separate financial statements are not available for the Industrial Development Authority.

The Ontario Redevelopment Financing Authority was established November 5, 1991, pursuant to Article 1 (commencing with Section 6500) of Chapter 5, Division 7, of Title 1 of the California Government Code in order to jointly exercise powers of the Ontario Redevelopment Financing Authority and the City, and to establish a vehicle to reduce local borrowing costs and promote greater use of existing and new financial instruments. Separate financial statements are not available for the Ontario Redevelopment Financing Authority.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

A. Financial Reporting Entity, Continued

The Ontario Public Financing Authority was created by a joint exercise of joint powers agreement between the City of Ontario and the Ontario Housing Authority (the "Members") on June 1, 2013. The purpose of the Ontario Public Financing Authority is to assist in the financing of capital improvement projects of the Members and other activities of the Members as permitted under Articles 1, 2 and 4 of Chapter 5 of Division 7 of Title 1 of the Government Code, as amended. Separate financial statements are not available for the Ontario Public Financing Authority.

The Ontario Housing Authority was established on December 2, 1997. The primary purpose of the Ontario Housing Authority is to assist property owners in rejuvenating and improving substandard housing conditions within the City. Separate financial statements are not available for the Ontario Housing Authority.

Since the City Council serves as the governing board for these component units, all of the City's component units are considered to be blended component units. Blended component units, although legally separate entities, are in substance, part of the City's operations and so data from these units are reported with the primary government.

B. Basis of Accounting and Measurement Focus

The accounts of the City are organized on the basis of funds, each of which is considered a separate accounting entity with its own self-balancing set of accounts that comprise its assets, deferred outflows of resources, liabilities, deferred inflows of resources, fund balance or net position, revenues, and expenditures or expenses. These funds are established for the purpose of carrying out specific activities or certain objectives in accordance with specific regulations, restrictions, or limitations. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Government-Wide Financial Statements

The City's government-wide financial statements include a Statement of Net Position and a Statement of Activities. These statements present summaries of Governmental and Business-Type Activities for the City accompanied by a total column.

These financial statements are presented on an "economic resources" measurement focus and the accrual basis of accounting. Accordingly, all of the City's assets, deferred inflows/outflows of resources, and liabilities, including capital assets, as well as infrastructure assets, and long-term liabilities, are included in the accompanying Statement of Net Position. The Statement of Activities presents changes in net position. Under the accrual basis of accounting, revenues are recognized in the period in which they are earned while expenses are recognized in the period in which the liabilities are incurred.

Certain types of transactions reported as program revenues for the City are reported in three categories:

Charges for services

- Operating grants and contributions
- Capital grants and contributions

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

B. Basis of Accounting and Measurement Focus, Continued

Certain eliminations have been made in regards to interfund activities, payables, and receivables. All internal balances in the Statement of Net Position have been eliminated except those representing balances between the governmental activities and the business-type activities, which are presented as internal balances and eliminated in the total primary government column. In the Statement of Activities, internal fund transaction balances have been eliminated; however, those transactions between governmental and business-type activities have not been eliminated. The following interfund activities have been eliminated:

- Due to/from other funds
- Advances to/from other funds
- Transfers in/out

The City applies all applicable GASB pronouncements including all NCGA Statements and Interpretations currently in effect.

Governmental Fund Financial Statements

Governmental fund financial statements include a Balance Sheet and a Statement of Revenues, Expenditures, and Changes in Fund Balances for all major governmental funds and nonmajor funds aggregated. An accompanying schedule is presented to reconcile and explain the differences in fund balance as presented in these statements to the net position in the government-wide financial statements. The City has presented all major funds that meet specific qualifications.

All governmental funds are accounted for on a spending or "current financial resources" measurement focus and the modified accrual basis of accounting. Accordingly, only current assets and current liabilities are included on the balance sheets. The Statement of Revenues, Expenditures and Changes in Fund Balances present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. Under the modified accrual basis of accounting, revenues are recognized in the accounting period in which they become both measurable and available to finance expenditures in the current period. For this purpose, the City considers revenue to be available if collected within 60 days of the end of the current fiscal period or grant revenue where the City considers revenue to be available if collected within 180 days of the end of the current fiscal year.

The City reports the following major governmental funds in the accompanying financial statements:

The General Fund is the City's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The Ontario Housing Authority Fund accounts for the financial transactions of the Ontario Housing Authority. Revenue sources for the Authority include rent proceeds from properties, housing loan repayments and agency fees.

The Capital Projects Fund accounts for financial transactions of general capital improvements.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

B. Basis of Accounting and Measurement Focus, Continued

The Impact Fees Fund accounts for revenues from developer-paid impact fees for infrastructure construction.

Industrial Development Authority Fund accounts for the financial transactions of the Industrial Development Authority including financing of eligible projects and capital development projects.

Proprietary Fund Financial Statements

Proprietary fund financial statements include a Statement of Net Position, a Statement of Revenues, Expenses and Change in Net Position, and a Statement of Cash Flows.

Proprietary funds are accounted for using the "economic resources" measurement focus and the accrual basis of accounting. Accordingly, all assets and liabilities (whether current or noncurrent) are included on the Statement of Net Position. The Statement of Revenues, Expenses and Changes in Net Position present increase (revenues) and decreases (expenses) in total net position.

Under the accrual basis of accounting, revenues are recognized in the period in which they are earned while expenses are recognized in the period in which a liability is incurred. Operating revenues in the proprietary funds are those revenues that are generated from the primary operations of the fund. All other revenues are reported as nonoperating revenues. Operating expenses are those expenses that are essential to the operations of the fund. All other expenses are reported as nonoperating expenses.

The City reports the following major proprietary funds in the accompanying financial statements:

The Water Enterprise Fund accounts for the operation and maintenance of the City's water distribution system.

The Sewer Enterprise Fund accounts for the financial transactions of the City's waste collection system.

The Integrated Waste Enterprise Fund accounts for collection and disposal of integrated waste from industrial, commercial and residential users throughout the Ontario area.

The City also reports the following proprietary fund type:

Internal Service Funds account for financial transactions related to repair, replacement and maintenance of City-owned equipment, the City's self-insurance programs, the City's general information systems and telecommunications hardware and software, the City's facilities maintenance, and the City's defined benefit healthcare plan for its retired employees. These services are provided to other departments or agencies of the City on a cost reimbursement basis.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

B. Basis of Accounting and Measurement Focus, Continued

Fiduciary Fund Financial Statements

Fiduciary fund financial statements consist of a Statement of Fiduciary Net Position and a Statement of Changes in Fiduciary Net Position. The City has two types of fiduciary funds, a private-purpose trust fund and custodial funds. Private purpose trust funds accounts for all other trust arrangements in which principal and income benefit individuals, private organizations, and other governments (i.e. unclaimed property/escheat property). Custodial funds are used to account for the assets held for distribution by the City as an agent for another entity for which the City has a custodial responsibility and accounts for the flow of assets. Fiduciary funds are accounted for using the accrual basis of accounting.

The City reports the following types of fiduciary funds:

Private-purpose Trust Funds are used to account for the assets and liabilities of the former redevelopment agency and the allocated revenue to pay estimated installment payments of enforceable obligations until the obligations of the former redevelopment agency are paid in full and assets have been liquidated.

Custodial Funds are used to account for fiduciary activities not required to be reported in investment trust, pension trust, or private purpose trust funds.

The financial activities of these funds are excluded from the City-wide financial statements but are presented in separate fiduciary fund financial statements.

C. Cash and Investments

The City maintains a cash and investments pool that is available for use by all funds. Each fund's portion of this pool is displayed as cash and investments on the balance sheets for the governmental funds and the statements of net position for the proprietary fund and agency funds as cash and investments. Investments are stated at fair value.

In accordance with GASB Statement No. 40, *Deposit and Investment Disclosures (Amendment of GASB Statement No. 3)*, certain disclosure requirements for deposits and investment risks were made in the following areas:

- Interest Rate Risk
- Credit Risk
  - Overall
  - Custodial Credit Risk
  - Concentrations of Credit Risk

In addition, other disclosures are specified including use of certain methods to present deposits and investments, highly sensitive investments, credit quality at year-end, and other disclosures.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

C. Cash and Investments, Continued

In accordance with GASB Statement No. 31, *Accounting and Financial Reporting for Certain Investments and for External Investment Pools*, highly liquid money market investments with maturities of one-year or less at time of purchase are stated at amortized cost. All other investments are stated at fair value. The City categorizes the fair value measurements of its investments based on the hierarchy established by generally accepted accounting principles. The fair value hierarchy, which has three levels, is based on the valuation inputs used to measure an asset's fair value: Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; and Level 3 inputs are significant unobservable inputs. The City did not have any investments measured using Level 3 inputs as of June 30, 2025.

The City participates in an investment pool managed by the State of California entitled Local Agency Investment Fund (LAIF) which has invested a portion of the pooled funds in Structured Notes and Asset-Backed Securities. LAIF's investments are subject to credit risk with the full faith and credit of the State of California collateralizing these investments. In addition, these Structured Notes and Asset-Backed Securities are subject to market risk as to the change in interest rates.

The City's cash and equivalents are considered to be cash on hand, demand deposits and short-term investments with original maturities of three months or less from the date of acquisition. For financial statement presentation purposes, cash and cash equivalents are shown as both unrestricted and restricted cash and investments.

For the purpose of the Statement of Cash Flows, the City considers all pooled cash and investments (consisting of cash and investments and restricted cash and investments) held by the City as cash and cash equivalents because the pool is used essentially as a demand deposit account from the standpoint of the funds. The City also considers all non-pooled cash and investments (consisting of cash with fiscal agent and restricted cash and investments held by fiscal agent) as cash and cash equivalents because investments meet the criteria for cash equivalents defined above.

D. Leases Receivable

The City's leases receivable are measured at the present value of lease payments expected to be received during the lease terms. Deferred inflows of resources are recorded for the leases. The deferred inflow of resources is recorded at the initiation of the lease in an amount equal to the initial recording of the lease receivable.

E. Inventories, Prepaid Items and Land Held for Resale

All inventories are valued at cost using the first-in/first-out (FIFO) method, except water stock inventory which is valued at fair value at the end of the fiscal year. Inventories in the Internal Service Funds consist of expendable supplies held for consumption, whereas in the Enterprise Funds it represents water stock in the water utility fund and expendable supplies held for consumption in both water utility and sewer utility funds. Inventory costs are recorded as expenditures when used.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements using the purchases method.

Land purchased for resale is capitalized as inventory at acquisition costs or net realizable value if lower.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

F. Capital Assets

Capital assets, which include property, plant, equipment, infrastructure (e.g., roads, bridges, sidewalks and similar items) and intangible assets, are reported in the applicable governmental or business-type activities columns in the governmentwide financial statements. Capital assets and infrastructure are defined by the City as assets with an initial, individual cost of more than $15,000 and $50,000 respectively (amount not rounded) and an estimated useful life in excess of four years. Capital assets purchased with federal grant money with a cost of more than $10,000 should be capitalized. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during the construction phase of capital assets of business-type activities is included as part of the capitalized value of the assets constructed.

The Governmental Accounting Standards Board (GASB) issued Statement No. 34, which requires the inclusion of infrastructure capital assets in local government's basic financial statements. The City defines infrastructure as long-lived capital assets that normally can be preserved for a significant greater number of years than most capital assets (non-infrastructure assets). Infrastructure assets are normally stationary in nature and are of value only to the government entity. They are basic physical assets that allow the government entity to function. Examples include street systems, water purification and distribution systems, sewer collection and treatment systems, parks and recreation lands and improvement systems, storm water conveyance systems, fiber optics, bridges, tunnels, dams and buildings combined with the site amenities such as parking and landscaped areas used by the government entity in the conduct of its business. Each major infrastructure system can be divided into subsystems. For example, the street system can be subdivided into concrete and asphalt pavements, concrete curb and gutters, sidewalks, medians, streetlights, traffic control devices (signs, signals and pavement markings), landscaping and land.

Subsystem detail is not presented in these basic financial statements; however, the City maintains detailed information on these subsystems.

In accordance with GASB Statement No. 34, the City has elected the Modified Approach for reporting its pavement system. In 1999, the City commissioned a physical condition assessment of the streets, which was completed and dated July 15, 1999. Each year the City completes review of the streets to provide an updated assessment. These streets, primarily asphalt concrete, were defined as all physical features associated with the operation of motorized vehicles that exist within the limits of right of way. This condition assessment will be performed every three years. Each street was assigned a physical condition on 17 potential defects. A Pavement Condition Index (PCI), a nationally recognized index, was assigned to each street and expressed in a continuous scale from 0 to 100, where 0 is assigned to the least acceptable physical condition and 100 is assigned the physical characteristics of a new street.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

F. Capital Assets, Continued

The following conditions were defined: excellent condition was assigned to those segments with a rating between 86 to 100, very good condition was assigned a rating between 71 to 85, good condition was assigned a rating between 56 to 70, fair condition was assigned a rating between 41 to 55, poor condition was assigned with a rating between 26 to 40, very poor condition was assigned with a rating between 11 to 25, and a failed condition was assigned to those segments with a rating between 0 to 10.

The City's policy, relative to maintaining the street assets, is to maintain the existing weighted average rate of "Good", which is a PCI index range between 56 and 70. This rating allows minor cracking and raveling of the pavement along with minor roughness that could be noticeable to drivers traveling at the posted speeds. A detailed description of the modified approach for the City's infrastructure capital assets can be found in the Required Supplementary Information section.

For all other capital assets, structures and improvements, furniture and equipment, infrastructure and intangible assets, the City has elected to use the Basic Approach as defined by GASB Statement No. 34. Accordingly, these capital assets are depreciated using the straight-line method over the following estimated useful lives:

Assets	Years
Buildings and structures	20 - 99
Vehicles	4 - 15
Other equipment	5 - 25
Intangible assets - software	5
Infrastructure	20 - 50

G. Property Taxes

Property tax revenue is recognized on the modified accrual basis, that is, in the fiscal year for which the taxes have been levied providing they become available. Available means then due or past due and receivable within the current period and collected within the current period or expected to be collected soon enough thereafter to be used to pay liabilities of the current period. The County of San Bernardino collects property taxes for the City. Tax liens attach annually as of 12:01 A.M. on the first day in January proceeding the fiscal year for which the taxes are levied. Taxes are levied on both real and personal property as it exists on that date. The tax levy covers the fiscal period July 1 to June 30. All secured property taxes and one-half of the taxes on real property are due November 1; the second installment is due February 1. All taxes are delinquent if unpaid, on December 10 and April 10, respectively. Unsecured personal property taxes become due on the first March each year and are delinquent, if unpaid, on August 31.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

H. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of net position or balance sheet report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net assets that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of net position or balance sheet report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net assets that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

I. Net Position and Fund Balances

Net Position

In the government-wide financial statements and proprietary fund financial statements, net position is classified as follows:

Net Investment in Capital Assets – This amount consists of capital assets net of accumulated depreciation and reduced by outstanding debt attributed to the acquisition, construction, or improvement of the assets.

Restricted Net Position – This amount is restricted by external creditors, grantors, contributors, or laws or regulations of other governments.

Unrestricted Net Position – This amount is all net position that does not meet the definition of "net investment in capital assets" or "restricted net position."

Sometimes the government will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted – net position and unrestricted – net position in the government-wide and proprietary fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the government's policy to consider restricted – net position to have been depleted before unrestricted – net position is applied.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

I. Net Position and Fund Balances, Continued

Fund Balance

Fund balance is essentially the difference between the assets, deferred outflows and deferred inflows of resources and liabilities reported in a governmental fund. There are five separate components of fund balance, each of which identifies the extent to which the City is bound to honor constraints on the specific purposes for which amounts can be spent:

Nonspendable fund balance (inherently nonspendable)

Restricted fund balance (external enforceable limitations on use)

Committed fund balance (self-imposed limitations on use)

Assigned fund balance (limitation resulting from intended use)

Unassigned fund balance (residual net resources)

The City Council, as the City's highest level of decision-making authority, may commit fund balance for specific purposes pursuant to constraints imposed by the adoption of a resolution. These committed amounts cannot be used for any other purpose unless the City Council removes or changes the specified use through the same type of formal action taken to establish the commitment. City Council action to commit fund balance needs to occur within the fiscal reporting period; however, the amount can be determined subsequently.

Amounts that are constrained by the City's intent to be used for specific purposes, but are neither restricted nor committed, should be reported as assigned fund balance. Pursuant to the City's fund balance policy established by the City Council on June 22, 2011 by resolution, (#2011-041), the City Council has delegated the authority to assign amounts to be used for specific purposes to the City Manager or Finance Director for the purpose of reporting these amounts on the annual financial statements.

Included in the Fund Balance Policy is the 20 percent Stabilization Plan. This is the goal of City Council to achieve a minimum of 20 percent of annual General Fund appropriations, as assigned fund balance in the General Fund. Based on the current year General Fund appropriations, the amount assigned to the 20 percent stabilization plan will either increase or decrease accordingly. This assigned balance is intended to be used for specific and defined emergency services and to minimize the potential for disruption of municipal services to its citizens. As of June 30, 2025, the City's General Fund has an assigned fund balance for the stability arrangement of $87.5 million, which achieves the goal of 20 percent of the General Fund adopted budget for fiscal year 2024-25.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

I. Net Position and Fund Balances, Continued

In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements a flow assumption must be made about the order in which the resources are considered to be applied. The City consider restricted fund balance to have been spent first when expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available. Similarly, when expenditure is incurred for purposes for which amounts in any of the unrestricted classifications of fund balance could be used, the City considers committed amounts to be reduced first, followed by assigned amounts and then unassigned amounts.

J. Compensated Absences

It is the government's policy to permit employees to accumulate earned but unused vacation and sick pay benefits. The City implemented GASB Statement No. 101, Compensated Absences during fiscal year 2024-25. Liabilities for leave are assumed to be accrued using the first in, first out method, meaning the leave that was earned previously is used or paid or settled first. The City has recorded a liability only when it is more likely than not that the leave will be taken or paid for. All compensated absences and related costs are accrued when incurred in the government-wide and proprietary fund financial statements. City employees receive from 10 to 34 days' vacation or annual leave each year, depending on the length of service. All vacation pay, annual leave pay, sick leave pay, and related costs are accrued when incurred in the government-wide financial statements and in the proprietary funds financial statements.

K. Long-Term Obligations

In the government-wide financial statements, and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities or proprietary fund type statement of net position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the effective interest method.

Bonds payable are reported net of the applicable bond premium or discount. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenses when incurred.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

L. Pension

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the City's California Public Employees' Retirement System (CalPERS) and additions to/deductions from the Plans' fiduciary net position have been determined on the same basis as they are reported by CalPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when currently due and payable in accordance with the benefit terms. Investments are reported at fair value.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

M. Other Post Employment Benefits (OPEB)

For purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the City's OPEB Plan and additions to/deductions from the OPEB Plan's fiduciary net position have been determined on the same basis as they are reported by CalPERS. For this purpose, benefit payments are recognized when currently due and payable in accordance with the benefit terms. Investments are reported at fair value.

N. Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

O. New Pronouncements

In 2025, the City adopted new accounting standards in order to conform to the following Governmental Accounting Standards Board Statements:

- GASB Statement No. 101, Compensated Absences – The objective of this Statement is to better meet the information needs of financial statement users by updating the recognition and measurement guidance for compensated absences. That objective is achieved by aligning the recognition and measurement guidance under a unified model and by amending certain previously required disclosures. Beginning net position and the June 30, 2024 balances of compensated absences were restated in the implementation of this Statement.

- GASB Statement No. 102, Certain Risk Disclosures - The objective of this Statement is to provide users of government financial statements with essential information about risks related to a government's vulnerabilities due to certain concentrations or constraints. The City implemented this Statement and it resulted in no disclosures for the current year.

2. CASH AND INVESTMENTS

The following is a summary of the cash and investments at June 30, 2025:

	Government-Wide Statement of Net Position			
	Governmental Activities	Business-Type Activities	Fiduciary Funds	Total
Cash and investments	$ 481,535,291	$ 96,605,775	$ 78,920,523	$ 657,061,589
Restricted cash and investments	190,321,450	47,470,945	112,072,985	349,865,380
Total cash and investments	$ 671,856,741	$ 144,076,720	$ 190,993,508	$ 1,006,926,969

The City follows the practice of pooling cash and investments of all funds, except for funds required to be held by fiscal agents under provisions of bond indentures. Interest income earned on pooled cash and investments is allocated monthly to the various funds based on monthly cash and investment balances. Interest income from cash and investments with fiscal agents is credited directly to the related fund.

A. *Summary of Cash and Investments*

Cash and investments at June 30, 2025 consist of the following:

Cash on hand	$ 11,810
Deposits with financial institutions	83,837,952
Total cash on hand and deposits	83,849,762
Investments:	
U.S. Treasury securities	241,909,520
Federal government agency	143,311,055
Medium-term corporate notes	91,418,558
Asset-backed securities	24,423,051
Supranational	19,759,850
California Asset Management Program (CAMP)	16,958,617
Local Agency Investment Fund (LAIF)	35,431,176
Total investments	573,211,827
Total City Treasury	657,061,589
Investments with fiscal agent:	
Money market funds	349,865,380
Total cash and investments	$ 1,006,926,969

B. *Deposits*

The carrying amount of the City's cash deposit was $83,837,952 as of June 30, 2025. Bank balances before reconciling items were a positive amount of $80,221,088 at June 30, 2025. The City's cash deposit was fully insured up to $250,000 by the Federal Deposit Insurance Commission. The remaining amount was collateralized with securities held by the pledging financial institutions in the City's name.

2. CASH AND INVESTMENTS, Continued

B. Deposits, Continued

The California Government Code (Code) Section 53652 requires California banks and savings and loan associations to secure the City's cash deposits by pledging securities as collateral. The Code states that collateral pledged in this manner shall have the effect of perfecting a security interest in such collateral superior to those of a general creditor. Thus, collateral for cash deposits is considered to be held in the City's name.

Fair value of pledged securities must equal at least 110% of the City's cash deposits. California law also allows institutions to secure deposits by pledging first trust deed mortgage notes having a value of 150% of the City's total cash deposits.

C. Investments Authorized by the Code and the City's Investment Policy

Under the City's investment policy, and in accordance with the Code, the following investments are authorized at June 30, 2025:

- United States Treasury Bills, Notes, and Bonds. There is no limitation as to the percentage of the fund, which can be invested in this category.
- Obligations—including U.S. Government Agency Mortgage pass-through securities— issued by various agencies of the Federal Government. There is no percentage limitation on the dollar amount which can be invested in Agency issues in total, no more than 20% of the cost value of the portfolio may be invested in the securities of any one issuer.
- Bills of exchange or time drafts drawn on and accepted by a commercial bank, commonly known as banker's acceptances. Banker's acceptances may not exceed 180 days to maturity. To be eligible for purchase, banker's acceptances must have short-term debt obligations rated "A-1" or its equivalent or better by at least one NRSRO; or long-term debt obligations which are rated in a rating category of "A" or its equivalent or better by at least one NRSRO. No more than 40% of the cost value of the portfolio may be invested in banker's acceptances and no more than 5% of the cost value of the portfolio may be invested in banker's acceptances of any single bank.
- Commercial paper rated "A-1" or its equivalent by at least two NRSROs and issued by a domestic corporation having assets in excess of $500 million and having at least an "A" or its equivalent rating on its long-term debentures as provided by a NRSRO. Purchases of eligible commercial paper may not exceed 270 days maturity nor represent more than 10% of the outstanding paper on an issuing corporation. Purchases of commercial paper may not exceed 15% of the portfolio, which may be invested pursuant to this section. An additional 15% or a total of 30% of the City's money may be invested pursuant to this subdivision. The additional 15% may be so invested only if the dollar weighted average maturity of the entire amount does not exceed 31 days.
- Negotiable certificates of deposit issued by a nationally or State chartered bank or a State or Federal savings institution, or a State licensed branch of a foreign bank ("Yankee"). Purchases of negotiable certificates of deposit may not exceed 30% of the cost value of the portfolio. To be eligible for purchase by the City, the certificate of deposit must be rated "A-1" or its equivalent by at least two NRSROs.

2. CASH AND INVESTMENTS, Continued

C. Investments Authorized by the Code and the City's Investment Policy, Continued

- Repurchase Agreements – The City may invest in repurchase agreements with primary dealers of the Federal Reserve Bank of New York with which the City has entered into a master repurchase agreement. The Public Securities Association master repurchase agreement is the "master repurchase agreement". The maturity of repurchase agreements shall not exceed one year. The market value of securities used as collateral for repurchase agreements shall be valued at no less than 102% of the value of the repurchase agreement. Investments in repurchase agreements may not exceed 20% of the cost value of the fund.
- Local Agency Investment Fund of the State of California
- Time Deposits – No more than 25% of the fund may be invested in this category.
- Medium-term notes of a maximum of five years maturity issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any State and operating within the United States. The issuing corporation must have a minimum rating of "A" or its equivalent by at least two NRSROs and have in excess of $500 million in shareholder equity. Purchase of medium-term notes may not exceed 30% of the cost value of the fund with no more than 15% of the cost value of the fund rated below "AA" or its equivalent by at least two NRSROs. No more than 5% of the fund (at time of purchase) may be invested in any one corporate name, including the parent corporation or subsidiaries.
- Any collateralized mortgage obligations, mortgage-backed or other pay-through bond, equipment lease-backed certificate, or consumer receivable-backed bond. Securities eligible for investment under this section shall be rated in a rating category of "AA" by a nationally recognized statistical rating organization and have a maximum remaining maturity of 5 years or less. Investment in this type of securities may not exceed 20% of the cost value of the fund.
- Bonds, notes, warrants or other evidences of indebtedness of any local agency of this state.
- Registered state warrants or treasury notes or bonds of this state.
- United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision shall be rated "AA" or better by an NRSRO and shall not exceed 10 percent of the City's moneys that may be invested pursuant to this section.

2. CASH AND INVESTMENTS, Continued

C. Investments Authorized by the Code and the City's Investment Policy, Continued

- Mutual Funds and Money Market Mutual Funds that are registered with the Securities and Exchange Commission under the Investment Company Act of 1940, provided that:
  - Mutual Funds that invest in the securities and obligations as authorized under California Government Code, Section 53601 (a) to (k) and (m) to (q) inclusive and that meet either of the following criteria:
    - Attained the highest ranking or the highest letter and numerical rating provided by not less than two (2) NRSROs; or
    - Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience investing in the securities and obligations authorized by California Government Code, Section 53601 and with assets under management in excess of $500 million.
    - No more than 10% of the total portfolio may be invested in shares of any one mutual fund.
  - Money Market Mutual Funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 and issued by diversified management companies and meet either of the following criteria:
    - Have attained the highest ranking or the highest letter and numerical rating provided by not less than two (2) NRSROs; or
    - Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds with assets under management in excess of $500 million.
    - No more than 20% of the total portfolio may be invested in the shares of any one Money Market Mutual Fund.
  - No more than 20% of the total portfolio may be invested in these securities.

The City's portfolio value fluctuates in an inverse relationship to any change in interest rate. Accordingly, if interest rates rise, the portfolio value will decline. If interest rates fall, the portfolio value will rise. The portfolio for year-end reporting purposes is treated as if it were all sold. Therefore, fund balance must reflect the portfolio's change in value. These portfolio value changes are unrealized unless sold.

The City is a voluntary participant in the Local Agency Investment Fund (LAIF) that is regulated by Code Section 16429 under the oversight of the Treasurer of the State of California. The City's investments with LAIF at June 30, 2025 include a portion of the pool funds invested in Structured Notes and Asset-Backed Securities. These investments included the following:

Structured Notes are debt securities (other than asset-backed securities) whose cash flow characteristics (coupon rate, redemption amount, or stated maturity) depend upon one or more indices and/or have embedded forwards or options.

2. CASH AND INVESTMENTS, Continued

C. Investments Authorized by the Code and the City's Investment Policy, Continued

Asset-Backed Securities, the bulk of which are mortgage backed securities, entitle their purchasers to receive a share of the cash flows from a pool of assets such as principal and interest repayments from a pool of mortgages (such as collateralized mortgage obligations) or credit card receivables.

At June 30, 2025, the City had $35,431,176 invested in LAIF, which had invested 3.81% of the pool investment funds in Structured Notes and Asset-Backed Securities as compared to 3.00% in the previous year. The LAIF fair value factor of 1.001198310 was used to calculate the fair value of the investments in LAIF.

D. Investments Authorized by Debt Agreements

The above investments do not address investment in debt proceeds held by a bond trustee. Investments of debt proceeds held by a bond trustee are governed by provisions of debt agreements, rather than the general provisions of the Code or the City's investment policy.

E. Interest Rate Risk

The City's investment policy limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates. The City's investment policy states that weighted average of the City's portfolio will be limited to two and a half years. The only exception to these maturity limits shall be the investment of the gross proceeds of tax-exempt bonds. The City has elected to use the segmented time distribution method of disclosure for its interest rate risk.

At June 30, 2025, the City had the following investments and original maturities:

	Remaining Investment Maturities			
Investment Type	6 months to 1 year	1 to 3 years	3 to 5 years	Total
Investments:				
U.S. Treasury	$ 89,529,350	$ 92,052,520	$ 60,327,650	$ 241,909,520
Federal Government Agency	86,701,480	36,674,875	19,934,700	143,311,055
Medium-Term Corporate Notes	22,739,366	28,615,092	40,064,100	91,418,558
Asset-Backed Securities	-	-	24,423,051	24,423,051
Supranational	9,766,200	4,988,950	5,004,700	19,759,850
California Asset Management Program	16,958,617	-	-	16,958,617
Local Agency Investment Fund	35,431,176	-	-	35,431,176
Subtotal	261,126,189	162,331,437	149,754,201	573,211,827
Investments with fiscal agents:				
Money Market Funds	349,865,380	-	-	349,865,380
Total	$ 610,991,569	$ 162,331,437	$ 149,754,201	$ 923,077,207

2. CASH AND INVESTMENTS, Continued

F. Credit Risk

The City's investment in medium-term notes consisted of investments with various corporations and were rated "Baa2" to "Aa2" by Moody's and "BBB+" to "AA-" by Standard & Poor's. Investment in government agencies issued by the Federal National Mortgage Association, the Federal Home Loan Banks, and the Federal Home Loan Mortgage Corporation were rated "Aaa" by Moody's and "AA+" by Standard & Poor's. Asset-Backed Securities were rated "Aaa" by Moody's and "AAA" by Standard & Poor's.

All securities were investment grade and were legal under State and City law. Investments in U.S. Treasury securities are not considered to have credit risk; therefore, their credit quality is not disclosed. As of June 30, 2025, the City's investments in external investment pools and money market mutual funds are unrated.

G. Custodial Credit Risk

The custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover deposits or will not be able to recover collateral securities that are in the possession of an outside party. The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty to a transaction, a government will not be able to recover the value of investment or collateral securities that are in the possession of an outside party. At June 30, 2025, none of the City's deposits or investments were subject to custodial credit risk.

H. Concentration of Credit Risk

The City is in compliance with restrictions imposed by its investment policy, which limits certain types of investments. In accordance with the disclosure requirement of GASB Statement No. 40, if the City has invested more than 5% of its investment in any one issuer, it is exposed to credit risk. Investments guaranteed by the U.S. government and investments in mutual funds and external investment pools are excluded from this requirement. During the fiscal year ending June 30, 2025, the City did not hold any investments in any one issuer (other than mutual funds and external investment pools) that represents 5% or more of total City investments.

I. Fair Value Hierarchy

The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure fair value of the assets. Level 1 inputs are quoted prices in an active market for identical assets; Level 2 inputs are significant other observable inputs; and Level 3 inputs are significant unobservable inputs.

2. CASH AND INVESTMENTS, Continued

I. Fair Value Hierarchy, Continued

The following is a summary of the fair value hierarchy of the fair value of the City's investments as of June 30, 2025:

	Fair Value Measurement Using			
Investment Type	Level 1	Level 2	Level 3	Total Fair Value
U.S. Treasury Securities	$ -	$ 241,909,520	$ -	$ 241,909,520
Federal Government Agency	-	143,311,055	-	143,311,055
Medium-Term Corporate Notes	-	91,418,558	-	91,418,558
Asset-Backed Securities	-	24,423,051	-	24,423,051
Supranational	-	19,759,850	-	19,759,850
Total investments subject to fair value	$ -	$ 520,822,034	$ -	520,822,034
Investments Measured at Amortized Cost				
Investments held by fiscal agents:				
Money Market Mutual Funds				349,865,380
Investments not subject to levelling:				
California Asset Management Program (CAMP)				16,958,617
Local Agency Investment Funds (LAIF)				35,431,176
Total Investments				$ 923,077,207

3. INTERFUND ACTIVITIES

A. Due To/From Other Funds

At June 30, 2025, the City's due to/from other fund balances comprised of the following:

	Due from Other Funds		
Due to Other Funds	General Fund	Internal Service Funds	Total
Capital Projects	$ 88,588,804	$ -	$ 88,588,804
Nonmajor Governmental Funds	-	20,467,153	20,467,153
Internal Service Funds	-	1,258,706	1,258,706
Total	$ 88,588,804	$ 21,725,859	$ 110,314,663

The current year due to/from other fund balances are to cover negative cash balances in the Ontario Housing Authority Fund and nonmajor governmental Funds and are expected to be repaid in the next fiscal year when funds are available. The current year due from other fund balance in the General Fund was to cover the negative cash balance in the Capital Projects Fund and is expected to be repaid with the drawdown from the bond proceeds in the next fiscal year.

3. INTERFUND ACTIVITIES, Continued

B. Advances To/From Other Funds

At June 30, 2025, the City's advances to/from other fund balances comprised of the following:

	Advances to Other Funds					
Advances from Other Funds	Nonmajor Governmental Funds	Water	Sewer	Integrated Waste	Internal Service Funds	Total
Ontario Housing Authority	$ 5,961,399	$ -	$ -	$ -	$ -	$ 5,961,399
Industrial Development Authority	-	-	-	-	55,000,000	55,000,000
Nonmajor Governmental Funds	-	-	-	-	4,996,588	4,996,588
Internal Service Funds	-	37,160,565	31,055,277	17,391,925	-	85,607,767
Total	$ 5,961,399	$37,160,565	$31,055,277	$17,391,925	$59,996,588	$ 151,565,754

During prior years, the Community Development Fund, included in nonmajor governmental funds, loaned $5,961,399 to the Ontario Housing Authority for the acquisition, relocation, and rehabilitation of various properties. In fiscal year 2019-2020, the City Council authorized an internal financing of $102,069,692 to pay down 100% of the City's June 30, 2018 unfunded liability for the Miscellaneous Plan within the California Public Employees' Retirement System (CalPERS). This internal loan bears interest ranging between 3% and 4% for fiscal year 2025 and will increase or decrease each year based on the City's LAIF investment rate. Principal and interest are payable annually over 25 years beginning fiscal year 2020-2021. In fiscal year 2023-2024, the City's Pension Benefit Fund loaned $55 million to the Ontario Industrial Development Authority fund to purchase properties surrounding the Ontario Airport in the "quiet home zone". The loan is to be paid back by the end of the fifth year term including principal and interest with the proceeds from the property sales, however, if any properties are sold before the end of the loan term a prorated share of principal and interest will be paid back at the time of the property sale.

3. INTERFUND ACTIVITIES, Continued

C. Transfers In/Out

For the year ended June 30, 2025, the City's transfers in/out comprised of the following:

Transfers Out	General Fund	Capital Projects	Nonmajor Governmental Funds	Water	Internal Service Funds	Total
General Fund	$ -	$ 40,762,532	$ 290,603	$ 1,000,000	$ 7,824,250	$ 49,877,385
Nonmajor Governmental Funds	3,000,000	-	-	-	148,427	3,148,427
Water	-	-	-	-	394,082	394,082
Sewer	-	-	-	-	163,553	163,553
Integrated Waste	-	-	-	-	420,936	420,936
Internal Service Funds	459,374	-	-	-	524,794	984,168
Total	$ 3,459,374	$ 40,762,532	$ 290,603	$ 1,000,000	$ 9,476,042	$ 54,988,551

General Fund transfers out to the Capital Projects Fund pertains to various City construction projects, including the Regional Sports Complex and Baseball Stadium, the purchase and construction of the City's Continuum of Care Campus for homeless housing and outreach services, improvements at De Anza Park, upgrades at the Ontario Museum of History and Art as well as landscaping installations, and prior year construction-in-progress carryforwards.

Transfers from the General Fund to Non-major Governmental funds include monthly budgeted amounts. The transfers to Internal Service funds include regular OPEB budgeted amounts and almost $3.2 million for Public Safety Equipment. A $1 million transfer to the Water fund for funding of a shortfall regarding a sale of property also occurred.

Transfers from Non-major Governmental funds to General Fund include Public Services funding. All other transfers from Non-major Governmental funds to Internal Service funds include monthly OPEB budgeted amounts as well as the transfers from the three Enterprise funds. The transfers from Internal Service Funds to the General Fund were part of the City's year end balancing strategies.

4. NOTES AND LOANS RECEIVABLE

The City's loans receivable were comprised of the following at June 30, 2025:

	Balance at June 30, 2025
General Fund	$ 48,000
Ontario Housing Authority	30,332,206
Nonmajor Governmental Funds	32,127,612
Total notes and loans receivable	$ 62,507,818

The City provides loans to City police officers to assist them in acquiring personal residence within the City or reducing an existing loan on an officer's residence within the City. The loans are non-interest bearing until maturity, and thereafter interest shall be 7% per annum. The outstanding balance at June 30, 2025, was $18,000.

In order to assist those individuals and families who are the most in need, the former Ontario Redevelopment Agency's Combined Low and Moderate Housing Fund provided down payment assistance and deferred repayment loans to low and moderate income residents for the acquisition and rehabilitation of single-family homes, condominiums or townhouses located within the Ontario HUD Revitalization Target Area. Upon dissolution of the Ontario Redevelopment Agency, the note receivable was transferred to the Ontario Housing Authority. The receivable balance at June 30, 2025, was $1,185,487.

On June 7, 1994, the former Ontario Redevelopment Agency's Combined Low and Moderate Housing Fund loaned $39,000 to a developer to finance the purchase of low and moderate income property located outside of redevelopment project areas. The note is non-interest bearing and was due in full on March 7, 1995. A new note was negotiated on November 8, 1996 and will mature on October 31, 2026. Upon dissolution of the Ontario Redevelopment Agency, the note receivable was transferred to the Ontario Housing Authority. The receivable balance at June 30, 2025, was $39,000.

On March 16, 1993, the former Ontario Redevelopment Agency accepted a note receivable of $112,000 from a developer as consideration for housing located outside of the redevelopment areas. The note is noninterest bearing and is due and payable upon the sale or transfer of property. Upon dissolution of the Ontario Redevelopment Agency, the note receivable was transferred to the Ontario Housing Authority. The unpaid principal balance at June 30, 2025, was $77,000.

On May 29, 1997, the former Ontario Redevelopment Agency agreed to loan up to $2,656,200 to Ontario Housing Investors, L.P. to finance development of residential improvements to the Ground Lease premises as defined in a disposition and development agreement dated March 19, 1996. The note bears interest at the rate of 3% per annum. The note is due and payable either: (a) on the first day of the first full calendar month following the date of the last disbursement of the agency loan proceeds, or (b) on the first day of the 15th full calendar month following the date of recordation of the Agency Loan Deed and Trust in the Official Records of the County. Upon dissolution of the Ontario Redevelopment Agency, the note receivable was transferred to the Ontario Housing Authority. The receivable balance at June 30, 2025, was $5,134,744.

4. NOTES AND LOANS RECEIVABLE, Continued

On September 11, 2003, the former Ontario Redevelopment Agency and Ontario Housing Investors entered into a Residual Receipts promissory note in the amount of $487,408. The loan bears interest of 7% per annum and requires principal and interest payments from residual receipts. On May 1, 2007, the Authority agreed to provide a gap loan in the amount of $168,469. The loan has a 40-year term and a 6% simple interest per annum. Upon dissolution of the Ontario Redevelopment Agency, the note receivable was transferred to the Ontario Housing Authority. The receivable balance at June 30, 2025, was $1,219,285.

On February 15, 2005, the City Council approved the Ontario OPEN (Ownership Program Enhancing Neighborhoods) House Program to assist low-income first-time homebuyers. This program was funded with American Dream Down Payment Initiative (ADDI) funds from HUD. As of June 30, 2025, 4 households have been assisted with these funds. The receivable at June 30, 2025, was $28,740.

Pursuant to the disposition and development agreement dated August 12, 2003, between the Ontario Housing Authority and the Ontario Senior Housing, Inc., the Authority accepted a promissory note for the principal amount of $950,000. This promissory note bears a rate of 0% per annum and is secured by a deed of trust. The receivable balance at June 30, 2025, was $922,636.

The City uses Community Development Block Grant (CDBG) and HOME funds in a custodial capacity to provide housing rehabilitation loans and grants to eligible applicants. The City makes deferred loans to low and moderate income families based on income and residency guidelines. These loans have been secured by a note and deed of trust. The deferred loan is due and payable when the title of the property changes. The balance at June 30, 2025, was $2,076,281.

Pursuant to the disposition and development agreement between the Ontario Housing Authority and D Street Senior Housing, Inc., the Authority approved a gap loan in the amount of $1,276,909 to provide new housing development opportunities to address regional needs. The Agency gap loan is a zero percent residual receipts note that will be paid from available cash flow over the term of the affordable covenant period of the project. The receivable balance at June 30, 2025, was $1,170,634.

Pursuant to the disposition and development agreement between the Ontario Housing Authority and Ontario Senior Housing Partners, LP, the Authority approved a gap loan in the amount of $5,155,500 to provide new housing development opportunities to address regional needs. The Authority's gap loan will have a 55-year term with an interest rate of 1% simple interest. The loan will be paid back utilizing 85% of the residual cash flow. Any remaining balance at the end of the 55-year term is due and payable. The receivable balance at June 30, 2025, was $5,530,320.

The Ontario Housing Authority was approved a maximum of $1,590,300 BEGIN (Building Equity and Growth In Neighborhoods) funds provided by the California Department of Housing and Community Development. BEGIN funds are used for down payment assistance loans to moderate households in the form of a deferred payment loan with a 30-year term and a 1-3% deferred simple interest per annum, the receivable balance at June 30, 2025, was $181,007.

4. NOTES AND LOANS RECEIVABLE, Continued

The Ontario Housing Authority entered into two CalHome Mortgage Assistance Program totaling $108,200 to assist in the purchase of single family residences. The loans have simple interest at the rate of 1% with repayment occurring either 30 years from the date of recordation, upon sale or transfer of the property, or if they fail to occupy the home as a primary residence. The receivable balance at June 30, 2025, was $126,636.

On November 15, 2018, pursuant to the disposition and development agreement between the Ontario Housing Authority and Ontario Emporia Housing Partners, L.P., the Authority approved a gap loan in the amount of $15,700,000 for the development of a 75-unit affordable housing development. The Authority's gap loan is a residual receipt note that will be paid back over a 65-year term. The land purchase price of the loan is $3,400,000 with a 20-year term and a 3.31% interest rate. The remaining portion of the loan, $12,300,000, bears a rate of 0% per annum. At June 30, 2025 the outstanding principal balance was $15,895,415.

Pursuant to the disposition and development agreement between the Ontario Housing Authority and the National Community Renaissance of California, the Authority approved a gap loan in the amount of $4,420,000 to finance the cash portion of the purchase price and other project costs that will provide affordable multifamily rental housing. The loan is due and payable on the 55th anniversary of the Recordation Date bearing a simple interest rate of 3.00% per annum. At June 30, 2025 the outstanding principal balance was $3,458,966 with accrued interest of $709,894, totaling $4,168,860.

On March 21, 2019, pursuant to the Transformative Climate Communities (TCC) Loan Agreement the City funded a loan to Virginia-Holt Housing, LP in the amount of $14,729,325 to be used for the development, operation, and maintenance of a residential rental Affordable Housing Development currently known as Vista Verde. The City is responsible for submitting all invoices and reporting documents to the California Strategic Growth Council (SGC) and disbursing all grant/loan funds to all applicants/partners. Any unused funds that have not been expended according to the agreement gives the City the right to take action either with developer forfeiture of funds or repayment of previously expended funds. In accordance with the agreement the state will reimburse the City for the making of the TCC Loan Agreement. At June 30, 2025 the outstanding principal balance was $16,173,402.

On November 5, 2024, the City of Ontario entered into a loan agreement with CORE Hotel Venture, LLC to provide up to $20,000,000 in financing for rehabilitation and reopening of the Ontario Airport Hotel and Conference Center. The loan is secured by a first deed of trust on the property and bears interest at 5% on the first $15 million and 7% on additional draws, with semi-annual interest payments and a maturity date of December 20, 2027. At June 30, 2025 the outstanding principal balance was $4,996,588.

On December 27, 2024, The City of Ontario entered into a loan agreement with OTC Lot A Owner, LLC to provide up to $6,600,000 to fund the project's Inland Empire Utilities Agency (IEUA) utility fees and school district impact fees, with all funds disbursed directly to the agencies on the borrower's behalf. The loan bears interest at the CAMP rate in effect at issuance (4.77%), with interest-only payments beginning upon the earlier of temporary certificate of occupancy or 36 months after the project's construction loan closing, followed by amortizing payments commencing five years thereafter. Repayment is secured by leasehold deeds of trust, and the loan matures 15 years after interest-payment commencement, with a borrower option to extend an additional 10 years. At June 30, 2025 the outstanding principal balance was $3,509,180.

4. NOTES AND LOANS RECEIVABLE, Continued

Other note receivable amounts at June 30, 2025 included $30,000 for Sewer Connection Fee Reimbursement and $24,603 of other notes receivable.

5. LEASES RECEIVABLE

As of June 30, 2025, the City had 10 active leases. The leases have receipts that range from $20,655 to $145,200 and interest rates that range from 2.867% to 2.980%. As of June 30, 2025, the total combined value of the lease receivable is $3,304,576, the total combined value of the short-term lease receivable is $372,262, and the combined value of the deferred inflows of resources is $2,849,361. The leases had no variable receipts or other receipts not included in the lease receivable within the fiscal year.

The future lease payments on the leases as of June 30, 2025 were as follows:

	Governmental Activities		
Year Ending June 30,	Principal	Interest	Total
2026	$ 241,174	$ 69,258	$ 310,432
2027	260,511	61,861	322,372
2028	255,691	54,147	309,838
2029	249,829	46,678	296,507
2030	216,890	39,424	256,314
2031-2035	971,465	108,906	1,080,371
2036-2037	240,715	6,588	247,303
Total	$ 2,436,275	$ 386,862	$ 2,823,137

	Business-Type Activities		
Year Ending June 30,	Principal	Interest	Total
2026	$ 131,088	$ 23,560	$ 154,648
2027	61,527	21,136	82,663
2028	63,962	19,321	83,283
2029	66,580	17,328	83,908
2030	69,229	15,308	84,537
2031-2035	388,917	43,377	432,294
2036-2037	86,998	1,416	88,414
Total	$ 868,301	$ 141,446	$ 1,009,747

6. CAPITAL ASSETS

In accordance with GASB Statement No. 34, the City has reported all capital assets including infrastructure in the government-wide financial statements. The City elected to use the "modified approach" for its infrastructure street pavement system as defined by GASB Statement No. 34. As a result, no accumulated depreciation or depreciation expense has been recorded for this system. A more detailed discussion of the "modified approach" is presented in the Required Supplementary Information section of this report. All other capital assets including other infrastructure systems were reported using the basic approach, whereby accumulated depreciation and depreciation expense has been recorded.

The following is a summary of capital assets for governmental activities:

	Balance at July 1, 2024	Adjustment	Restated balance at July 1, 2024	Additions	Retirements	Transfers	Contributions from Enterprise	Balance at June 30, 2025
Governmental Activities								
Capital assets not being depreciated:								
Land	$ 306,666,364	$ -	$ 306,666,364	$ 31,897,945	$ -	$ -	$ -	$ 338,564,309
Infrastructure-pavement system	610,901,589	-	610,901,589	-	-	-	-	610,901,589
Construction in progress	158,069,228	(36,628)	158,032,600	359,626,939	-	(4,769,548)	-	512,889,991
Total capital assets not being depreciated	1,075,637,181	(36,628)	1,075,600,553	391,524,884	-	(4,769,548)	-	1,462,355,889
Capital assets being depreciated/amortized:								
Structures and improvements	415,741,672	-	415,741,672	-	-	3,348,764	5,239,641	424,330,077
Furniture and equipment	144,786,433	-	144,786,433	15,854,047	(8,437,872)	1,420,784	-	153,623,392
Infrastructure - other systems	195,156,755	-	195,156,755	-	-	-	-	195,156,755
Right-to-use lease asset	1,476,908	-	1,476,908	522,624	-	-	-	1,999,532
Subscription based I.T. agreements	8,896,232	5,110,634	14,006,866	60,006	(1,440,436)	-	-	12,626,436
Total capital assets being depreciated	766,058,000	5,110,634	771,168,634	16,436,677	(9,878,308)	4,769,548	5,239,641	787,736,192
Less accumulated depreciation/amortization for:								
Infrastructure - other systems	(77,657,901)	-	(77,657,901)	(7,723,576)	-	-	(1,135,894)	(86,517,371)
Structures and improvements	(192,546,479)	156,739	(192,389,740)	(10,069,856)	-	(960,177)	-	(203,419,773)
Furniture and equipment	(99,153,653)	(80,012)	(99,233,665)	(10,460,902)	6,206,418	960,177	-	(102,527,972)
Right-to-use lease asset	(330,967)	-	(330,967)	(290,974)	-	-	-	(621,941)
Subscription based I.T. agreements	(4,116,012)	(1,658,736)	(5,774,748)	(3,963,036)	1,440,436	-	-	(8,297,348)
Total accumulated depreciation/ amortization	(373,805,012)	(1,582,009)	(375,387,021)	(32,508,344)	7,646,854	-	(1,135,894)	(401,384,405)
Capital asset being depreciated, net	392,252,988	3,528,625	395,781,613	(16,071,667)	(2,231,454)	4,769,548	4,103,747	386,351,787
Governmental activity capital assets, net	$ 1,467,890,169	$ 3,491,997	$ 1,471,382,166	$ 375,453,217	$ (2,231,454)	$ -	$ 4,103,747	$ 1,848,707,676

Depreciation and amortization expense on governmental activities capital assets was charged to programs/functions of the primary government as follows:

Governmental Activities	
General Government	$ 6,902,837
Public Works	17,126,218
Community Development	2,279,483
Public Safety	4,857,098
Non-Departmental	1,342,708
Total Governmental Activities	$ 32,508,344

6. CAPITAL ASSETS, Continued

The following is a summary of capital assets for business-type activities:

	Balance at July 1, 2024	Additions	Retirements	Transfers	Contributions to Governmental	Balance at June 30, 2025
Business-Type Activities						
Capital assets not being depreciated:						
Land	$ 16,255,022	$ -	$ -	$ -	$ -	$ 16,255,022
Construction in progress	20,974,006	61,355,410	-	-	-	82,329,416
Total capital assets not being depreciated	37,229,028	61,355,410	-	-	-	98,584,438
Capital assets being depreciated:						
Structures and improvements	17,429,339	-	-	-	-	17,429,339
Furniture and equipment	11,306,707	3,238,774	(1,009,959)	-	(5,239,640)	8,295,882
Infrastructure	278,948,452	-	-	-	-	278,948,452
Total capital assets being depreciated	307,684,498	3,238,774	(1,009,959)	-	(5,239,640)	304,673,673
Less accumulated depreciation for:						
Structures and improvements	(5,300,405)	(518,176)	-	-	-	(5,818,581)
Furniture and equipment	(4,350,560)	(1,368,228)	16,882	-	1,135,893	(4,566,013)
Infrastructure	(168,707,466)	(6,552,512)	-	-	-	(175,259,978)
Total accumulated depreciation	(178,358,431)	(8,438,916)	16,882	-	1,135,893	(185,644,572)
Capital asset being depreciated, net	129,326,067	(5,200,142)	(993,077)	-	(4,103,747)	119,029,101
Business-type activity capital assets, net	$ 166,555,095	$ 56,155,268	$ (993,077)	$ -	$ (4,103,747)	$ 217,613,539

Depreciation expense on business-type activities capital assets was charged to programs/functions of the primary government as follows:

Business-Type Activities	
Water	$ 5,779,751
Sewer	1,663,976
Integrated Waste	995,189
Total Business-Type Activities	$ 8,438,916

7. COMPENSATED ABSENCES

As described in Note 1, it is the City's policy to permit employees to accumulate earned but unused vacation, annual leave, and sick pay benefits. All vacation pay is accrued when incurred in the government-wide financial statements and in the proprietary fund financial statements. For the governmental activities, the liability will be paid in future years by the Leave Liability Fund and for business-type activities by the Proprietary Funds. The following is a summary of changes in compensated absences for the year ended June 30, 2025:

	Balance July 1, 2024 (as restated)	Net Change	Balance June 30, 2025	Due Within One Year
Governmental Activities:				
Compensated absences payable	$ 30,620,382	$ 11,329,171	$ 41,949,553	$ 21,177,846
Business-Type Activities:				
Compensated absences payable	2,867,857	449,086	3,316,943	2,749,705
	$ 33,488,239	$ 11,778,257	$ 45,266,496	$ 23,927,551

8. LONG-TERM DEBT

A. Governmental Activities

The following is a summary of changes in governmental activities long-term debt for the year ended June 30, 2025:

	Balance July 1, 2024	Adjustments	Balance July 1, 2024 (restated)	Additions	Deletions	Balance June 30, 2025	Due Within One Year
Public offerings:							
Revenue bonds	$ 245,710,000	$ -	$ 245,710,000	$ 192,435,000	$ (3,405,000)	$ 434,740,000	$ 6,950,000
Pension obligation bonds	217,815,000	-	217,815,000	-	(6,660,000)	211,155,000	7,620,000
Direct borrowings:							
Loans payable	66,566	-	66,566	-	(12,000)	54,566	12,000
Loans payable - Fiber Broadband	17,399,584	-	17,399,584	-	(652,426)	16,747,158	677,625
Installment sale	4,916,904	-	4,916,904	-	(4,916,904)	-	-
Loan Payable - Climatec	26,755,517	-	26,755,517	-	(1,327,722)	25,427,795	1,361,132
Loan Payable - CEC	2,301,770	-	2,301,770	-	(319,071)	1,982,699	322,270
Loan Payable - Family Trust	89,655,862	-	89,655,862	-	(8,848,926)	80,806,936	9,180,115
Secured Promissory Notes:							
15 Dairy River LLC	-	-	-	28,690,200	(2,909,491)	25,780,709	2,380,759
Ontario WF Farm LLC	-	-	-	18,805,500	(2,048,502)	16,756,998	1,535,411
Advances from the Successor Agency	1,600,000	-	1,600,000	-	-	1,600,000	-
Lease liability	1,140,403	-	1,140,403	558,512	(331,251)	1,367,664	366,178
SBITA liability	3,753,568	3,253,311	7,006,879	52,506	(3,417,069)	3,642,316	1,748,287
Total	$ 611,115,174	$ 3,253,311	$ 614,368,485	$ 240,541,718	$ (34,848,362)	820,061,841	$ 32,153,777
					Unamortized bond premium	21,034,151	
						$ 841,095,992	

There are a number of limitations and restrictions contained in the various bond indentures. The City is in compliance with all significant limitations and restrictions.

8. LONG-TERM DEBT, Continued

A. Governmental Activities, Continued

2017 Lease Revenue Refunding Bonds

In July 2017, the Ontario Public Financing Authority issued lease revenue bonds in the amount of $26,810,000 to provide funds to refinance the City's remaining lease payment obligations under the City's 2001 Lease Revenue Bonds and to fully refund the 2007 Lease Revenue Bonds. The bonds dated July 11, 2017, and issued at a premium of $3,260,875, are payable semiannually on November 1 and May 1 of each year, commencing May 1, 2018, and mature in November 2042. The bonds are payable from base rental payments to be made by the City for the right to the use certain real property and improvements of the City pursuant to a Lease Agreement, dated July 1, 2017. The balance at June 30, 2025, including the unamortized bond premium of $2,233,574 amounted to $25,068,574.

The annual requirements to amortize the outstanding bond indebtedness as of June 30, 2025, including interest, are as follows:

	2017 Lease Revenue Refunding Bonds		
For the Years Ending June 30,	Principal	Interest	Total
2026	$ 865,000	$ 979,256	$ 1,844,256
2027	905,000	935,006	1,840,006
2028	950,000	888,631	1,838,631
2029	1,000,000	839,881	1,839,881
2030	1,050,000	788,631	1,838,631
2031-2035	5,935,000	3,278,991	9,213,991
2036-2040	7,055,000	2,110,675	9,165,675
2041-2043	5,075,000	388,875	5,463,875
Total	$ 22,835,000	$ 10,209,946	$ 33,044,946

The outstanding bonds contain a provision that if any event of default should occur, the Trustee, as assignee of the Authority under the Lease Agreement, may terminate the Lease Agreement and recover certain damages from the City, or may retain the Lease Agreement and hold the City liable for all base rental payments thereunder on an annual basis.

8. LONG-TERM DEBT, Continued

A. Governmental Activities, Continued

2021 Lease Revenue Refunding Bonds

In December 2021, the Ontario Public Financing Authority issued lease revenue bonds in the amount of $35,045,000 to provide funds to fully refund the 2013 Lease Revenue Bonds. The bonds dated December 16, 2021, are payable semiannually on April 1 and October 1 of each year, commencing April 1, 2022, and mature in October 2043. The bonds are payable from base rental payments to be made by the City for the right to the use certain real property and improvements of the City pursuant to a Lease Agreement, dated December 1, 2021. The refunding resulted in an overall debt service savings of $7,665,166. The net present value of the debt service savings is called an economic gain and amounted to $4,017,520. The balance at June 30, 2025, amounted to $31,380,000.

The annual requirements to amortize the outstanding bond indebtedness as of June 30, 2025, including interest, are as follows:

	2021 Lease Revenue Refunding Bonds		
For the Years Ending June 30,	Principal	Interest	Total
2026	$ 1,230,000	$ 863,764	$ 2,093,764
2027	1,290,000	844,426	2,134,426
2028	1,340,000	821,948	2,161,948
2029	1,400,000	795,792	2,195,792
2030	1,430,000	766,470	2,196,470
2031-2035	7,670,000	3,288,190	10,958,190
2036-2040	8,850,000	2,062,851	10,912,851
2041-2044	8,170,000	547,111	8,717,111
Total	$ 31,380,000	$ 9,990,552	$ 41,370,552

2022 Lease Revenue Bonds

In June 2022, the Ontario Public Financing Authority issued lease revenue bonds in the amount of $90,830,000 to finance the acquisition and construction of capital projects. The bonds dated June 15, 2022, are payable semiannually on May 1 and November 1 of each year, commencing November 1, 2022, and mature in November 2052. The bonds are payable from base rental payments to be made by the City for the right to the use certain real property and improvements of the City pursuant to a Lease Agreement, dated June 1, 2022. The balance at June 30, 2025, including the unamortized bond premium of $9,584,251 amounted to $97,674,251.

8. LONG-TERM DEBT, Continued

A. Governmental Activities, Continued

The annual requirements to amortize the outstanding bond indebtedness as of June 30, 2025, including interest, are as follows:

For the Years Ending June 30,	2022 Lease Revenue Bonds		
	Principal	Interest	Total
2026	$ 1,480,000	$ 4,367,500	$ 5,847,500
2027	1,555,000	4,291,625	5,846,625
2028	1,635,000	4,211,875	5,846,875
2029	1,715,000	4,128,125	5,843,125
2030	1,805,000	4,040,125	5,845,125
2031-2035	10,515,000	18,713,125	29,228,125
2036-2040	13,495,000	15,726,875	29,221,875
2041-2045	17,335,000	11,891,875	29,226,875
2046-2050	22,265,000	6,966,875	29,231,875
2051-2053	16,290,000	1,249,000	17,539,000
Total	$ 88,090,000	$ 75,587,000	$ 163,677,000

2023 Lease Revenue Bonds

In March 2023, the Ontario Public Financing Authority issued lease revenue bonds in the amount of $100,000,000 to finance land acquisition and infrastructure improvements. The bonds are payable semiannually on September 1 and March 1 of each year, commencing September 1, 2023 with a mandatory tender date of March 1, 2026. The current interest rate is 4.39% with a maximum rate of 12.0%. The balance at June 30, 2025 amounted to $100,000,000.

For the Years Ending June 30,	2023 Lease Revenue Bonds		
	Principal	Interest	Total
2026	$ -	$ 4,390,000	$ 4,390,000
2027	2,004,569	12,000,000	14,004,569
2028	2,092,570	11,759,452	13,852,022
2029	2,184,434	11,508,343	13,692,777
2030	2,280,330	11,246,211	13,526,541
2031-2035	12,994,087	51,878,156	64,872,243
2036-2040	16,107,950	43,366,459	59,474,409
2041-2045	19,968,009	32,815,045	52,783,054
2046-2050	24,753,080	19,735,124	44,488,204
2051-2053	17,614,971	4,288,119	21,903,090
Total	$ 100,000,000	$ 202,986,909	$ 302,986,909

8. LONG-TERM DEBT, Continued

A. Governmental Activities, Continued

2025 Lease Revenue Bonds

In May 2025, the Ontario Public Financing Authority issued lease revenue bonds in the amount of $192,435,000 to finance the acquisition and construction of capital projects. The bonds are payable semiannually on November 1 and May 1 of each year, commencing on November 1, 2025, and mature in November 2055. The bonds are payable from base rental payments to be made by the City for the right to the use certain real property of the City pursuant to a Lease Agreement, dated May 1, 2025. The current interest rate is 5.00%. The balance at June 30, 2025, including the unamortized bond premium of $9,216,327 amounted to $201,651,327.

The annual requirements to amortize the outstanding bond indebtedness as of June 30, 2025, including interest, are as follows:

	2025 Lease Revenue Bonds		
For the Years Ending June 30,	Principal	Interest	Total
2026	$ 3,375,000	$ 8,739,989	$ 12,114,989
2027	2,785,000	9,330,213	12,115,213
2028	2,930,000	9,187,337	12,117,337
2029	3,080,000	9,037,087	12,117,087
2030	3,235,000	8,879,212	12,114,212
2031-2035	18,845,000	41,730,563	60,575,563
2036-2040	24,205,000	36,375,313	60,580,313
2041-2045	31,085,000	29,499,063	60,584,063
2046-2050	39,910,000	20,668,437	60,578,437
2051-2055	51,160,000	9,416,744	60,576,744
2056	11,825,000	289,763	12,114,763
Total	$ 192,435,000	$ 183,153,721	$ 375,588,721

8. LONG-TERM DEBT, Continued

A. Governmental Activities, Continued

Pension Obligation Bonds

In May 2020, the City of Ontario issued taxable pension obligation bonds in the amount of $236,585,000 to pay a portion of the City's unfunded pension liability to the California Public Employees' Retirement System ("CalPERS") for the benefit of the City public safety police and fire employees. The bonds are payable semiannually on June 1 and December 1 of each year, commencing December 1, 2020 and maturing in June 2050 at an interest rate ranging from 1.971% to 3.979% per annum. The balance at June 30, 2025 amounted to $211,155,000.

The annual requirements to amortize the outstanding bond indebtedness as of June 30, 2025, including interest, are as follows:

	2020 Taxable Pension Obligation Bonds		
For the Years Ending June 30,	Principal	Interest	Total
2026	$ 7,620,000	$ 7,679,326	$ 15,299,326
2027	7,835,000	7,460,098	15,295,098
2028	8,070,000	7,226,851	15,296,851
2029	8,320,000	6,974,340	15,294,340
2030	8,580,000	6,709,847	15,289,847
2031-2035	47,500,000	28,968,650	76,468,650
2036-2040	57,075,000	19,412,400	76,487,400
2041-2045	57,960,000	7,654,178	65,614,178
2046-2050	8,195,000	664,891	8,859,891
Total	$ 211,155,000	$ 92,750,581	$ 303,905,581

Pursuant to the Retirement Law, the City Council is required to make the appropriations to pay the amounts required to be paid by the City, including the portion of the unfunded pension liability. The remedies available to the Trustee and the Owners of the Bonds upon an event of default are dependent upon regulatory and judicial actions. Under existing law and judicial decisions, the remedies provided for under such documents may not be readily available or may be limited. In the case of any bankruptcy proceeding involving the City, the rights of the Owners could be modified at the direction of the court.

8. LONG-TERM DEBT, Continued

A. Governmental Activities, Continued

Loan Payable

On May 19, 2015, the Ontario Housing Authority (Authority) negotiated the purchase of the Vesta property and assumed a promissory note and deed from Housing Opportunities Group Inc. (HOGI). HOGI entered into a promissory note secured by a subordinated deed of trust with the Inland Fair Housing and Mediation Board (Board) and agreed to assign the Authority such property and promissory note with a balance of $158,566, effective September 11, 2015. Monthly payments in the amount of $1,000, shall commence one year after the effective date. The loan is payable within 20 years from the effective date at zero interest. A monthly payment may be deferred by Borrower, upon providing notice to the Lender, should Borrower have insufficient net revenue from operation of the Property for the relevant month, as determined by Borrower in its reasonable discretion. In such case, the subsequent month's payment shall remain One Thousand Dollars ($1,000), and the payment period shall be extended. The outstanding balance at June 30, 2025 amounted to $54,566.

The annual requirements to amortize the outstanding loan as of June 30, 2025, including interest, are as follows:

	Loan Payable		
For the Years Ending June 30,	Principal	Interest	Total
2026	$ 12,000	$ -	$ 12,000
2027	12,000	-	12,000
2028	12,000	-	12,000
2029	12,000	-	12,000
2030	6,566	-	6,566
Total	$ 54,566	$ -	$ 54,566

Loan Payable – Fiber Broadband

In August 2021, the City entered into a lease-leaseback agreement with Citizens Business Bank in an amount not to exceed $18,250,000 for the purpose of financing fiber optic broadband network equipment. The loan bears a maximum interest rate of 3.55%. Interest payments are due annually commencing August 12, 2022. Principal payments are due annually commencing August 12, 2023. At June 30, 2025, the outstanding balance of the was $16,747,158.

8. LONG-TERM DEBT, Continued

A. Governmental Activities, Continued

The annual requirements to amortize the outstanding loan as of June 30, 2025, including interest, are as follows:

For the Years Ending June 30,	Loan Payable - Fiber Broadband		
	Principal	Interest	Total
2026	$ 677,625	$ 602,781	$ 1,280,406
2027	702,015	578,392	1,280,407
2028	727,283	553,124	1,280,407
2029	752,016	528,390	1,280,406
2030	780,527	499,879	1,280,406
2031-2035	4,343,602	2,058,430	6,402,032
2036-2040	5,183,991	1,218,041	6,402,032
2041-2043	3,580,099	261,120	3,841,219
Total	$ 16,747,158	$ 6,300,157	$ 23,047,315

Installment Sale

In November 2019, the City entered into an installment sale agreement in the amount of $33,100,000 for the purchase of a parcel of land in the Ontario Ranch for the future Great Park. The purchase and sale agreement includes an initial payment amount of $8,100,000 to be paid at close of the escrow and five (5) equal annual payments of $5,000,000 each to the seller with an imputed interest rate of 1.690%. The outstanding balance was repaid in full during the year ended June 30, 2025.

Climatec Loan

The energy related improvements being financed were installed pursuant to an Energy Services Agreement between the City and Climatec, LLC of Phoenix AZ approved by the City Council on July 21, 2020. Such agreement is being implemented in accordance with California Government Code Section 4217. 10 to 4217. 18; in which the City Council adopted findings that the cost to the City to implement the energy related improvements are less than the anticipated marginal cost to the City of thermal, electrical, or other energy that would have been consumed by the City absent of purchasing the energy improvements.

8. LONG-TERM DEBT, Continued

A. Governmental Activities, Continued

The efficient energy improvements funded under the Lease Agreement were installed primarily at the Toyota Arena, the Convention Center, the Police Department, the Ovitt Family Library, and the City Hall Annex. The outstanding balance at June 30, 2025 amounted to $25,427,795.

The annual debt service requirements on the loan are as follows:

	Climatec Loan		
For the Years Ending June 30,	Principal	Interest	Total
2026	$ 1,361,132	$ 629,220	$ 1,990,352
2027	1,395,394	594,958	1,990,352
2028	1,430,531	559,821	1,990,352
2029	1,466,564	523,788	1,990,352
2030	1,503,517	486,835	1,990,352
2031-2035	8,105,778	1,845,981	9,951,759
2036-2040	9,182,056	769,702	9,951,758
2041	982,823	12,353	995,176
Total	$ 25,427,795	$ 5,422,658	$ 30,850,453

California Energy Commission Loan

In June 2021, the City entered into a direct borrowing loan agreement with the California Energy Commission in the amount of $2,898,220. The purpose of the loan is to provide funding for the installation of LED lights. The loan bears a 1% interest rate and is due in semi-annual payments in December and June through June 2031. The outstanding balance at June 30, 2025 amounted to $1,982,699.

The annual debt service requirements on the loan are as follows:

	California Energy Commission Loan		
For the Years Ending June 30,	Principal	Interest	Total
2026	$ 322,270	$ 19,026	$ 341,296
2027	325,500	15,795	341,295
2028	328,731	12,564	341,295
2029	332,059	9,236	341,295
2030	335,388	5,907	341,295
2031	338,751	2,545	341,296
Total	$ 1,982,699	$ 65,073	$ 2,047,772

8. LONG-TERM DEBT, Continued

A. Governmental Activities, Continued

Loan Payable – Family Trust

In February 2023, the City entered into a purchase and loan agreement with the Ronald and Kristine Pietersma Family Trust in the amount of $120,000,000. The purpose of the loan is to provide funding for the purchase of a property located in the City to be used for construction of a sports complex. The loan bears a 3.68% interest rate and is due in monthly payments of $1,000,000 from April 2023 to March 2033. The outstanding balance at June 30, 2025 amounted to $80,806,936.

The annual debt service requirements on the loan are as follows:

For the Years Ending June 30,	Loan Payable - Family Trust		
	Principal	Interest	Total
2026	$ 9,180,115	$ 2,819,885	$ 12,000,000
2027	9,523,700	2,476,300	12,000,000
2028	9,880,145	2,119,855	12,000,000
2029	10,249,930	1,750,070	12,000,000
2030	10,633,555	1,366,445	12,000,000
2031-2033	31,339,491	1,660,509	33,000,000
Total	$ 80,806,936	$ 12,193,064	$ 93,000,000

15 Dairy River, LLC

In October 2023, the City entered into a purchase and sale agreement with 15 Dairy River, LLC for the purchase of property to be used for the construction of a sports complex. In July 2024, a secured promissory note was issued upon the close of escrow in the amount $28,690,200. The note bears a 4.56% interest rate and is due in annual payments of $3,556,360 from January 2025 to January 2034. The outstanding balance at June 30, 2025 amounted to $25,780,709.

The annual debt service requirements on the note are as follows:

For the Years Ending June 30,	Promissory Note - 15 Dairy River, LLC		
	Principal	Interest	Total
2026	$ 2,380,760	$ 1,175,600	$ 3,556,360
2027	2,489,322	1,067,038	3,556,360
2028	2,602,835	953,525	3,556,360
2029	2,721,524	834,836	3,556,360
2030	2,845,626	710,734	3,556,360
2031-2034	12,740,642	1,484,798	14,225,440
Total	$ 25,780,709	$ 6,226,531	$ 32,007,240

8. LONG-TERM DEBT, Continued

A. Governmental Activities, Continued

Ontario WF Farm, LLC

In October 2023 the City entered into a purchase and sale agreement with Ontario WF Farm, LLC for the purchase of property to be used for the construction of a sports complex. In September 2024, a secured promissory note was issued upon the close of escrow in the amount $18,805,500. The note bears a 4.75% interest rate and is due in annual payments of $2,331,368 from January 2025 to January 2034. The outstanding balance at June 30, 2025 amounted to $16,756,998.

The annual debt service requirements on the note are as follows:

For the Years Ending June 30,	Promissory Note - Ontario WF Farm, LLC		
	Principal	Interest	Total
2026	$ 1,535,411	$ 795,957	$ 2,331,368
2027	1,608,343	723,025	2,331,368
2028	1,684,739	646,629	2,331,368
2029	1,764,764	566,604	2,331,368
2030	1,848,590	482,778	2,331,368
2031-2034	8,315,151	1,010,322	9,325,473
Total	$ 16,756,998	$ 4,225,315	$ 20,982,313

Advances from Successor Agency

During previous fiscal years, the former Redevelopment Agency advanced the Capital Projects fund $1,600,000 for the purchase of property adjacent to Ontario Mills. There is no repayment schedule for the advances.

SBITA Liabilities

The City entered into subscription agreements with various vendors for software. The terms of the agreements range from 19 months to 72 months. The interest rates used were between 4.31% to 4.44% based on the terms of the agreements.

Principal and interest payments to maturity at June 30, 2025 are as follows:

For the Years Ending June 30,	Subscription Based I.T. Agreements		
	Principal	Interest	Total
2026	$ 1,748,287	$ 98,630	$ 1,846,917
2027	1,046,970	52,349	1,099,319
2028	847,060	22,954	870,014
Total	$ 3,642,317	$ 173,933	$ 3,816,250

8. LONG-TERM DEBT, Continued

A. *Governmental Activities, Continued*

Lease Liabilities

The City has entered into lease agreements to lease certain vehicles. The terms of the lease agreements range from 49 months to 74 months. The interest rates used were between 2.00-3.45%. The lease agreements qualify as other than short-term leases under GASB Statement No. 87 and, therefore, have been recorded at the present value of the future minimum lease payments as of the date of their inception.

Principal and interest payments to maturity at June 30, 2025 are as follows:

	Lease Liabilities		
For the Years Ending June 30,	Principal	Interest	Total
2026	$ 366,178	$ 31,762	$ 397,940
2027	373,487	22,197	395,684
2028	339,562	12,578	352,140
2029	215,519	4,538	220,057
2030	72,918	777	73,695
Total	$ 1,367,664	$ 71,852	$ 1,439,516

B. *Business-Type Activities*

The following is a summary of changes in business-type activities long-term debt for the year ended June 30, 2025:

	Balance July 1, 2024	Additions	Deletions	Balance June 30, 2025	Due Within One Year
Public offerings:					
Revenue bonds	$ 62,625,000	$ 43,955,000	$ (2,580,000)	$ 104,000,000	$ 3,480,000
Total	$ 62,625,000	$ 43,955,000	$ (2,580,000)	104,000,000	$ 3,480,000
			Unamortized bond premium	6,239,074	
			Total	$ 110,239,074	

8. LONG-TERM DEBT, Continued

B. Business-Type Activities, Continued

2021 Water Revenue Refunding Bonds

In December 2021, the City issued revenue bonds in the amount of $67,550,000 to refund all of the outstanding Ontario Public Financing Authority 2013 Water Revenue Bonds. The bonds dated December 16, 2021, mature in 2043, and are payable semiannually on February 1 and August 1 of each year, commencing August 1, 2022, from net revenues, which consist of gross revenues of the City's Water System remaining after the payment of maintenance and operation costs of the City's Water System. The refunding resulted in an overall debt service savings of $14,912,873. The net present value of the debt service savings is called an economic gain and amounted to $7,816,238. The outstanding balance on the bonds at June 30, 2025 amounted to $60,045,000.

The annual requirements to amortize the outstanding bond indebtedness as of June 30, 2025, including interest, are as follows:

	2021 Water Revenue Refunding Bonds		
For the Years Ending June 30,	Principal	Interest	Total
2026	$ 2,610,000	$ 1,460,544	$ 4,070,544
2027	2,650,000	1,424,629	4,074,629
2028	2,685,000	1,383,411	4,068,411
2029	2,725,000	1,336,081	4,061,081
2030	2,775,000	1,284,443	4,059,443
2031-2035	14,740,000	5,498,789	20,238,789
2036-2040	16,720,000	3,451,590	20,171,590
2041-2044	15,140,000	908,882	16,048,882
Total	$ 60,045,000	$ 16,748,369	$ 76,793,369

The outstanding bonds are secured by a pledge of revenues of the Water System and payable solely from net revenues of the Water System. The bonds contain a provision that if any event of default should occur by the City, it will not result in the loss of the Water System or water rights held by or on behalf of the City or the Water System. Furthermore, any remedies available upon the occurrence of an event of default under the Indenture are in many respects dependent upon judicial actions.

8. LONG-TERM DEBT, Continued

B. Business-Type Activities, Continued

2024A Water Revenue Bonds

In August 2024, the Ontario Public Financing Authority issued water revenue bonds in the amount of $43,955,000 to finance various improvements to the City's Water System, including but not limited to all or a portion of the costs of facility site security improvements, Water System planning, advanced metering infrastructure antenna towers, onsite chlorine generates, various water main improvements, drilling at potable well No. 53, maintenance and repairs of various wells and an upgrade of the Chino Basin Desalter Authority booster station. The bonds are secured by a pledge of the Water System and payable solely from net revenues of the Water System. The bonds dated August 21, 2024, mature in August 2049, and are payable semiannually on February 1 and August 1 of each year, commencing February 1, 2025, from net revenues, which consist of gross revenues of the City's Water System remaining after the payment of maintenance and operation costs of the City's Water System. The balance at June 30, 2025, including the unamortized bond premium of $6,239,074 amounted to $50,194,074.

The annual requirements to amortize the outstanding bond indebtedness as of June 30, 2025, including interest, are as follows:

	2024A Water Revenue Bonds		
For the Years Ending June 30,	Principal	Interest	Total
2026	$ 870,000	$ 2,176,000	$ 3,046,000
2027	970,000	2,130,000	3,100,000
2028	1,015,000	2,080,375	3,095,375
2029	1,070,000	2,028,250	3,098,250
2030	1,120,000	1,973,500	3,093,500
2031-2035	6,505,000	8,946,375	15,451,375
2036-2040	8,295,000	7,105,125	15,400,125
2041-2045	10,595,000	4,754,875	15,349,875
2046-2050	13,515,000	1,755,375	15,270,375
Total	$ 43,955,000	$ 32,949,875	$ 76,904,875

9. NON-CITY OBLIGATIONS

A. Special Assessment Bonds

The City has entered into a number of Special Assessment Bond programs. The City of Ontario is not obligated in any manner for the Special Assessment Bonds as the bonds are secured by unpaid assessments against the property owners. Accordingly, the City is only acting as an agent for the property owners/bondholders in collecting and forwarding the special assessments. Special Assessment Bonds payable at June 30, 2025, totaled $255,660,000. This amount is not reported in the City's financial statements. The construction phase and debt service activities, i.e. collection from property owners and payment to bondholders are recorded in the Custodial Funds.

B. Other Bond and Loan Programs

The City has entered into a number of bond programs to provide low-interest financing for various residential and industrial developments within the City. Although the City has arranged these financing programs, these debts are not payable from any revenues or assets of the City. Neither the faith or credit, nor the taxing power of the City, or any political subdivision of the City is pledged to repay the indebtedness. Generally, the bondholders may look only to assets held by trustees for security on the indebtedness. Accordingly, since these debts do not constitute an obligation of the City, they are not reflected in the accompanying financial statements. The bond programs are as follows:

Multi-Family Mortgage Revenue Bonds	Interest % Rate	Date Issued	Date Series Matures	Outstanding Balance at June 30, 2025
City of Ontario Multi-Family Housing Revenue Bonds, Seasons at Ontario, Series 2017A	Variable	2017	2036	$ 2,432,288
City of Ontario Multi-Family Housing Revenue Bonds, Vista Verde Apts, Series 2019A	Variable	2019	2038	3,142,429
Total				$ 5,574,717

10. DEFINED BENEFIT PENSION PLAN

The following is a summary of the City's pension plan amounts for the year ended June 30, 2025:

	Deferred Outflow of Resources	Net Pension Liability (Asset)	Deferred Inflow of Resources	Pension Expense (Income)
Miscellaneous Plan	$ 24,224,970	$ 38,506,090	$ 732,779	$ 15,703,636
Safety Police Plan	36,474,978	47,084,646	1,843,047	21,412,894
Safety Fire Plan	29,253,433	37,637,806	-	15,935,674
Totals	$ 89,953,381	$ 123,228,542	$ 2,575,826	$ 53,052,204

A. *General Information about the Pension Plans*

Plan Descriptions – The City of Ontario contributes to the California Public Employees Retirement System (PERS), an agent multiple-employer public employee defined benefit pension plan. PERS provides retirement and disability benefits, annual cost-of-living adjustments and death benefits to plan members and beneficiaries. PERS acts as a common investment and administrative agent for participating public entities within the State of California. Benefit provisions and all other requirements are established by state statute and City ordinance. Copies of PERS' annual financial report may be obtained from its executive office: 400 P Street, Sacramento, California 95814.

Benefits Provided – CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full-time employment. Members with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after 10 years of service. The death benefit is one of the following: the Basic Death Benefit, the 1957 Survivor Benefit, or the Optional Settlement 2W Death Benefit. The cost-of-living adjustments for each plan are applied as specified by the Public Employees' Retirement Law.

The plans' provisions and benefits in effect at June 30, 2025 are summarized as follows:

	Miscellaneous	
	Tier 1*	PEPRA (Tier 2)
Hire date	Prior to January 1, 2013	January 1, 2013 and after
Benefit formula	2.5% @ 55	2.0% @ 62
Benefit vesting schedule	5 years service	5 years service
Benefit payments	Monthly for life	Monthly for life
Retirement age	Minimum 50 years	Minimum 52 years
Monthly benefits, as a % of eligible compensation	2.0% to 2.5%	1.0% to 2.5%
Required employee contribution rates	8.00% (a)	7.25%
Required employer contribution rates	10.44%	10.44%

(a) The City contributed 0% to employee contribution rate of 8.00%

* Closed to new entrants

10. DEFINED BENEFIT PENSION PLAN, Continued

A. General Information about the Pension Plans, Continued

	Safety Police Plan		
	Tier 1*	Tier 2	PEPRA (Tier 3)
Hire date	Prior to July 1, 2012	On July 1, 2012 and prior to January 1, 2013	January 1, 2013 and after
Benefit formula	3.0% @ 50	3.0% @ 55	2.7% @ 57
Benefit vesting schedule	5 years service	5 years service	5 years service
Benefit payments	Monthly for life	Monthly for life	Monthly for life
Retirement age	Minimum 50 years	Minimum 50 years	Minimum 50 years
Monthly benefits, as a % of eligible compensation	3.0%	2.4% to 3.0%	2.0% to 2.7%
Required employee contribution rates	9.00% (b)	9.00% (b)	13.25%
Required employer contribution rates	22.90%	22.90%	22.90%

(b) The City contributed 0% to employee contribution rate of 9.00% for 2024

	Safety Fire Plan		
	Tier 1*	Tier 2	PEPRA (Tier 3)
Hire date	Prior to July 1, 2012	On July 1, 2012 and prior to January 1, 2013	January 1, 2013 and after
Benefit formula	3.0% @ 50	3.0% @ 55	2.7% @ 57
Benefit vesting schedule	5 years service	5 years service	5 years service
Benefit payments	Monthly for life	Monthly for life	Monthly for life
Retirement age	Minimum 50 years	Minimum 50 years	Minimum 50 years
Monthly benefits, as a % of eligible compensation	3.0%	2.4% to 3.0%	2.0% to 2.7%
Required employee contribution rates	9.00% (c)	9.00% (c)	12.00%
Required employer contribution rates	19.55%	19.55%	19.55%

(c) The City contributed 0% to employee contribution rate of 9.00% for 2024
* Closed to new entrants

Employees Covered – As of the June 30, 2024 measurement date, the following employees were covered by the benefit terms of the plans:

	Number of Members		
	Miscellaneous Plan	Safety Police Plan	Safety Fire Plan
Active members	789	281	184
Transferred members	388	29	23
Terminated members	349	39	21
Retired members and beneficiaries	1,075	307	189
Total	2,601	656	417

10. DEFINED BENEFIT PENSION PLAN, Continued

A. General Information about the Pension Plans, Continued

Contributions - Section 20814(c) of the California Public Employees' Retirement Law (PERSL) requires that the employer contribution rates for all public employers are determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. The total plan contributions are determined through CalPERS' annual actuarial valuation process. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The City is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. Employer contribution rates may change if plan contracts are amended. Payments made by the City to satisfy contribution requirements that are identified by the pension plan terms as plan member contribution requirements are classified as plan member contributions.

For the year ended June 30, 2025, the contributions that were recognized as a reduction to the net pension liability were $10,707,295, $8,711,566, and $12,716,628, for the Miscellaneous Plan, the Safety Police Plan, and the Safety Fire Plan, respectively.

B. Net Pension Liability

The City's net pension liability is measured as the total pension liability, less the pension plan's fiduciary net position. The net pension liability of each of the Plans is measured as of June 30, 2023 using an annual actuarial valuation as of June 30, 2023 rolled forward to June 30, 2024 using standard updated procedures. A summary of principal assumptions and methods used to determine the net pension liability is shown below.

Actuarial Assumptions – The June 30, 2023 valuation was rolled forward to determine the June 30, 2024 total pension liability, based on the following actuarial methods and assumptions:

Actuarial Cost Method	Entry-Age Normal Cost Method in accordance with requirements of GASB 68
Actuarial Assumptions:	
Discount Rate	6.90%
Inflation	2.30%
Salary Increases	Varies by Entry Age and Service
Mortality Rate Table (1)	Derived using CalPERS' membership data for all funds
Post Retirement Benefit Increase	The lesser of contract COLA or 2.30% until Purchasing Power Protection Allowance floor on purchasing power applies, 2.3% thereafter

(1) The mortality table used was developed based on CalPERS' specific data. The probabilities of mortality are based on the 2021 CalPERS Experience Study and Review of Actuarial Assumptions. Mortality rates incorporate full generational mortality improvement using 80% of Scale MP-2020 published by the Society of Actuaties. For more details on this table, please refer to the 2021 experience study report from November 2021 that can be found on the CalPERS website.

10. DEFINED BENEFIT PENSION PLAN, Continued

B. Net Pension Liability, Continued

All other actuarial assumptions used in the June 30, 2023 valuation were based on the results of an actuarial experience study for the period from 1997 to 2015, including updates to salary increase, mortality and retirement rates. The Experience Study report may be accessed on the CalPERS website at www.calpers.ca.gov under Forms and Publications.

Discount Rate – The discount rate used to measure the total pension liability was 6.90 percent. To determine whether the municipal bond rate should be used in the calculation of the discount rate for each plan, CalPERS stress tested plans that would most likely result in a discount rate that would be different from the actuarially assumed discount rate. The tests revealed the assets would not run out. Therefore, the current 7.15 percent discount rate is appropriate and the use of the municipal bond rate calculation is not deemed necessary. The long-term expected discount rate of 6.90 percent is applied to all plans in the Public Employees' Retirement Fund (PERF). The cash flows used in the testing were developed assuming that both members and employers will make their required contributions on time and as scheduled in all future years. The stress test results are presented in a detailed report called "GASB Crossover Testing Report" that can be obtained at CalPERS website under the GASB 68 section.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, staff took into account both short-term and long-term market return expectations as well as the expected pension fund (PERF) cash flows. Taking into account historical returns of all the Public Employees Retirement Funds' asset classes (which includes the agent plan and two cost-sharing plans or PERF A, B, and C funds), expected compound (geometric) returns were calculated over the short-term (first 10 years) and the long-term (11-60 years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each PERF fund. The expected rate of return was set by calculating the single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equal to the single equivalent rate calculated above and rounded down to the nearest one quarter of one percent.

10. DEFINED BENEFIT PENSION PLAN, Continued

B. Net Pension Liability, Continued

The table below reflects long-term expected real rate of return by asset class. The rate of return was calculated using the capital market assumptions applied to determine the discount rate and asset allocation. The target allocation shown was adopted by the Board effective on July 1, 2014.

Asset Class	Assumed asset Allocation	Real Return (a,b)
Global Equity - Cap-weighted	30.0%	4.54%
Global Equity - Non-Cap-weighted	12.0%	3.84%
Private Equity	13.0%	7.28%
Treasury	5.0%	0.27%
Mortgage-backed Securities	5.0%	0.50%
Investment Grade Corporates	10.0%	1.56%
High Yield	5.0%	2.27%
Emerging Market Debt	5.0%	2.48%
Private Debt	5.0%	3.57%
Real Assets	15.0%	3.21%
Leverage	-5.0%	-0.59%
Total	100.0%	

(a) An expected inflation of 2.30% used for this period.
(b) Figures are based on the 2021 Asset Liability Management study.

C. Changes in the Net Pension Liability

The changes in the net pension liability for each plan follows:

Miscellaneous Plan:	Increase (Decrease)		
	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability/(Asset)
Balance at June 30, 2023 Measurement Date	$ 496,204,340	$ 449,253,760	$ 46,950,580
Changes in the year:			
Service cost	11,060,470	-	11,060,470
Interest on the total pension liability	33,933,671	-	33,933,671
Changes of Benefit Terms	-	-	-
Changes of Assumptions	-	-	-
Differences between actual and expected experience	2,633,543	-	2,633,543
Net Plan to Plan Resource Movement	-	-	-
Contribution - employer	-	8,231,197	(8,231,197)
Contribution - employees	-	5,904,858	(5,904,858)
Net investment income	-	42,301,678	(42,301,678)
Benefit payments, including refunds of employee contributions	(25,151,536)	(25,151,536)	-
Administrative expenses	-	(365,559)	365,559
Net changes	22,476,148	30,920,638	(8,444,490)
Balance at June 30, 2024 Measurement Date	$ 518,680,488	$ 480,174,398	$ 38,506,090

10. DEFINED BENEFIT PENSION PLAN, Continued

C. *Changes in the Net Pension Liability, Continued*

Safety Police Plan:

	Increase (Decrease)		
	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability/(Asset)
Balance at June 30, 2023 Measurement Date	$ 540,805,353	$ 480,026,078	$ 60,779,275
Changes in the year:			
Service cost	12,629,197	-	12,629,197
Interest on the total pension liability	36,698,959	-	36,698,959
Changes of Benefit Terms	-	-	-
Changes of Assumptions	-	-	-
Differences between actual and expected experience	(2,243,709)	-	(2,243,709)
Net Plan to Plan Resource Movement	-	-	-
Contribution - employer	-	10,529,898	(10,529,898)
Contribution - employees	-	5,292,142	(5,292,142)
Net investment income	-	45,347,635	(45,347,635)
Benefit payments, including refunds of employee contributions	(26,014,508)	(26,014,508)	-
Administrative expenses	-	(390,599)	390,599
Net changes	21,069,939	34,764,568	(13,694,629)
Balance at June 30, 2024 Measurement Date	$ 561,875,292	$ 514,790,646	$ 47,084,646

Safety Fire Plan:

	Increase (Decrease)		
	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability/(Asset)
Balance at June 30, 2023 Measurement Date	$ 387,032,746	$ 342,318,398	$ 44,714,348
Changes in the year:			
Service cost	8,415,866	-	8,415,866
Interest on the total pension liability	26,376,448	-	26,376,448
Changes of Benefit Terms	-	-	-
Changes of Assumptions	-	-	-
Differences between actual and expected experience	984,820	-	984,820
Contribution - employer	-	7,289,083	(7,289,083)
Contribution - employees	-	3,685,374	(3,685,374)
Net investment income	-	32,157,765	(32,157,765)
Benefit payments, including refunds of employee contributions	(19,916,264)	(19,916,264)	-
Administrative expenses	-	(278,546)	278,546
Net changes	15,860,870	22,937,412	(7,076,542)
Balance at June 30, 2024 Measurement Date	$ 402,893,616	$ 365,255,810	$ 37,637,806
Total Plans	$ 1,483,449,396	$ 1,360,220,854	$ 123,228,542

10. DEFINED BENEFIT PENSION PLAN, Continued

C. Changes in the Net Pension Liability, Continued

Sensitivity of the Net Pension Liability to Changes in the Discount Rate – The following presents the net pension liability of the City for each plan, calculated using the discount rate for each plan, as well as what the City's net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower or 1-percentage point higher than the current rate:

Net Pension Liability (Asset)	Discount Rate -1% (5.90%)	Current Discount Rate (6.90%)	Discount Rate +1% (7.90%)
Miscellaneous Plan	$ 109,017,707	$ 38,506,090	$ (19,464,348)
Safety Police Plan	126,891,371	47,084,646	(17,921,723)
Safety Fire Plan	91,866,234	37,637,806	(6,917,259)
Total	$ 327,775,312	$ 123,228,542	$ (44,303,330)

Pension Plan Fiduciary Net Position – The plan fiduciary net position disclosed in the GASB 68 accounting valuation report may differ from the plan assets reported in the funding actuarial valuation report due to several reasons. First, for the accounting valuations, CalPERS must keep items such as deficiency reserves, fiduciary self-insurance and OPEB expense included as assets. These amounts are excluded for rate setting purposes in the funding actuarial valuation. In addition, differences may result from early Annual Comprehensive Financial Report closing and final reconciled reserves. Detailed information about each pension plan's fiduciary net position is available in the separately issued CalPERS financial reports. See CalPERS website for additional information.

D. Pension Expense and Deferred Outflows/Inflows of Resources Related to Pensions

As of the start of the measurement period (July 1, 2023), the combined net pension liability for the Miscellaneous Plan, the Safety Police Plan and the Safety Fire Plan was $123,228,542. For the measurement period ending June 30, 2024, (the measurement date), the City recognized pension (income) expense of $15,703,636, $21,412,894, and $15,935,674 for the Miscellaneous Plan, the Safety Police Plan, and the Safety Fire Plan, respectively. Note that no adjustments have been made for contributions subsequent to the measurement date.

10. DEFINED BENEFIT PENSION PLAN, Continued

D. Pension Expense and Deferred Outflows/Inflows of Resources Related to Pensions, Continued

As of June 30, 2025, the City has deferred outflows and deferred inflows of resources related to pensions as follows:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Miscellaneous Plan:		
Contributions made after the measurement date	$ 10,707,295	$ -
Changes of Assumptions	1,979,915	-
Differences between Expected and Actual Experience	3,705,762	732,779
Net Differences between Projected and Actual Earnings on Pension Plan Investments	7,831,998	-
Miscellaneous Plan Total	$ 24,224,970	$ 732,779
Safety Police Plan:		
Contributions made after the measurement date	$ 12,716,628	$ -
Changes of Assumptions	9,077,735	-
Differences between Expected and Actual Experience	6,450,498	1,843,047
Net Differences between Projected and Actual Earnings on Pension Plan Investments	8,230,117	-
Safety Police Plan Total	$ 36,474,978	$ 1,843,047
Safety Fire Plan:		
Contributions made after the measurement date	$ 8,711,566	$ -
Changes of Assumptions	6,040,850	-
Differences between Expected and Actual Experience	8,460,669	-
Net Differences between Projected and Actual Earnings on Pension Plan Investments	6,040,348	-
Safety Fire Plan Total	$ 29,253,433	$ -
Total	$ 89,953,381	$ 2,575,826

Amounts reported as deferred outflows of resources for the Miscellaneous Plan, the Safety Police Plan, and the Safety Fire Plan, respectively, represent contributions made after the measurement date of the net pension liability but before the end of the City's reporting period and will be recognized as a reduction of the net pension liability in the subsequent fiscal period rather than in the current fiscal period.

10. DEFINED BENEFIT PENSION PLAN, Continued

D. Pension Expense and Deferred Outflows/Inflows of Resources Related to Pensions, Continued

Other amounts reported as deferred outflows or deferred inflows of resources related to pensions will be recognized as pension expense as follows:

Year Ended June 30,	Annual Amortization		
	Miscellaneous	Safety - Police	Safety - Fire
2025	$ 2,751,797	$ 5,516,466	$ 4,565,602
2026	13,578,956	17,700,120	13,634,661
2027	(1,203,600)	1,121,112	2,377,488
2028	(2,342,257)	(2,181,996)	(640,153)
2029	-	(240,399)	501,377
Thereafter	-	-	102,892
Total	$ 12,784,896	$ 21,915,303	$ 20,541,867

11. OTHER POST-EMPLOYMENT BENEFITS

The following is a summary of the City's OPEB plan amounts for the year ended June 30, 2025:

	Deferred Outflow of Resources	Net OPEB Liability	Deferred Inflow of Resources	OPEB Expense (Income)
Retiree Healthcare Plan	$ 15,914,241	$ 15,681,657	$ 41,607,343	$ (15,502,070)
Totals	$ 15,914,241	$ 15,681,657	$ 41,607,343	$ (15,502,070)

A. General Information about the City's OPEB Plan

Plan Description – The City has established the City of Ontario Retiree Healthcare Plan, an agent multiple employer defined benefit healthcare plan. The plan, which is administered by the CalPERS, provides health insurance for its retired employees according to the Personnel Rules and Regulations for each of the ten employee groups. The City pays monthly health insurance benefits subjects to caps which vary by bargaining group. The authority to do so is included annually in the Memorandum of Understanding between the City and each of its employee groups and ultimately passed by Council action.

Employees Covered – At June 30, 2024, the measurement date, the following numbers of participants were covered by the benefit terms:

	Number of Covered Participants
Inactives currently receiving benefits	713
Inactives entitled to but not yet receiving benefits	240
Active employees	1,286
Total	2,239

11. OTHER POST-EMPLOYMENT BENEFITS, Continued

A. General Information about the City's OPEB Plan, Continued

Contributions – The City participates in the California Employers' Retiree Benefit Trust (CERBT) administered by CalPERS for purposes of funding the required retiree medical payments and is evaluating various options for funding its post-employment benefits liability. For fiscal year 2024-2025, the City paid $7,529,227 in benefits. The City will contribute $5,000,000 per year adjusted for inflation.

B. Net OPEB Liability

The City's net OPEB liability was measured as of June 30, 2024 for the measurement period July 1, 2023 through June 30, 2024. The net OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation dated June 30, 2023, based on the following actuarial assumptions:

Actuarial Assumptions – The June 30, 2023 valuation was rolled forward to determine the June 30, 2025 total pension liability, based on the following actuarial methods and assumptions:

Actuarial Assumptions:	
Discount Rate	6.25% at June 30, 2024 (Long-Term expected asset return)
Inflation	2.50% per annum
Salary Increases	Aggregate - 2.75% annually
	Merit - Tables from CalPERS 2000-2019 Experience Study
Investment Rate of Return	6.25%
Mortality Rate	CalPERS 2000-2019 Experience Study
Retirement, Disability, Terminatior	CalPERS 2000-2019 Experience Study
Medical Trend	Non-Medicare - 7.90% for 2026, decreasing to an ultimate rate of 3.45% in 2076
	Medicare (Non-Kaiser) - 6.90% for 2026, decreasing to an ultimate rate of 3.45% in 2076
	Medicare (Kaiser) - 5.65% for 2026, decreasing to an ultimate rate of 3.45% in 2076
Contribution Policy	City contributed $140 million in 2019/20, and will contribute $5 million per year (adjusted for inflation) thereafter.
Mortality Improvement	Post-retirement mortality projected fully generational with Scale MP-2021
Cap Increases	Miscellaneous Flat Dollar Caps: 0%
	Safety Tier 1 Premium Caps: Medical Trend

Changes in Assumptions - None since June 30, 2023 Measurement Date.

11. OTHER POST-EMPLOYMENT BENEFITS, Continued

B. Net OPEB Liability, Continued

Discount Rate – The discount rate used to measure the net OPEB liability was 6.25%. The discount rate is based on the long-term expected asset return described below:

Asset Class	Target Allocation CERBT Strategy 1	Expected Real Rate of Return
Global Equity	49%	4.56%
Fixed Income	23%	1.56%
TIPS	5%	(0.08%)
Commodities	3%	1.22%
REITs	20%	4.06%
Assumed Long-Term Rate of Inflation		2.50%
Expected Long-Term Net Rate of Return		6.25%

C. Changes in the Net OPEB Liability

The changes in the net OPEB liability (asset) for the plan are as follows:

	Total OPEB Liability	Fiduciary Net Position	Net OPEB Liability (Asset)
Balance at June 30, 2024	$ 189,927,802	$ 164,683,608	$ 25,244,194
(June 30, 2023 measurement date)			
Changes in the year:			
Service cost	4,392,255	-	4,392,255
Interest	11,889,228	-	11,889,228
Differences between actual and expected experience	-	-	-
Assumption changes	-	-	-
Contribution - employer	-	7,695,646	(7,695,646)
Net investment income	-	18,237,279	(18,237,279)
Benefit payments	(8,184,816)	(8,184,816)	-
Administrative expenses	-	(88,905)	88,905
Other Miscellaneous Income/(Expense)	-	-	-
Net changes	8,096,667	17,659,204	(9,562,537)
Balance at June 30, 2025	$ 198,024,469	$ 182,342,812	$ 15,681,657
(June 30, 2024 measurement date)			

The net OPEB liability for the City's plan has been liquidated by funding from governmental funds and proprietary funds.

11. OTHER POST-EMPLOYMENT BENEFITS, Continued

D. Sensitivity of the Net OPEB Liability to Changes in the Discount Rate

The following presents the net OPEB liability (asset) of the City, as well as what the City's net OPEB liability (asset) would be if it were calculated using a discount rate that is one percentage point higher or one percentage point lower than the current discount rate, for the measurement period June 30, 2024:

	Discount Rate		
	1% Decrease (5.25%)	Current Rate (6.25%)	1% Increase (7.25%)
Net OPEB Liability (Asset)	$ 43,722,570	$ 15,681,657	$ (7,195,369)

E. Sensitivity of the Net OPEB Liability to Changes in the Healthcare Cost Trend Rates

The following presents the net OPEB liability (asset) of the City, as well as what the City's net OPEB liability (asset) would be if it were calculated using healthcare cost trend rates that are one percentage point higher or one percentage point lower than the current healthcare cost trend rates:

	Healthcare Trend Rate		
	1% Decrease	Current Rate	1% Increase
Net OPEB Liability (Asset)	$ (6,682,191)	$ 15,681,657	$ 47,814,530

F. OPEB Expense and Deferred Outflows/Inflows of Resources Related to OPEB

For the fiscal year ended June 30, 2025, the City recognized OPEB income of $15,502,070. At June 30, 2025, the City's deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between Expected and Actual Experience	$ 5,994,980	$ 16,403,081
Changes of Assumptions	6,065,646	25,204,262
Net difference between projected and actual earnings on plan investments	1,869,236	-
Contributions made after the measurement date	1,984,379	-
Total	$ 15,914,241	$ 41,607,343

The $1,984,379 reported as deferred outflows of resources represents contributions made after the measurement date of the OPEB liability but before the end of the City's reporting period and will be recognized as a reduction of the OPEB liability in the subsequent fiscal period rather than in the current fiscal period.

11. OTHER POST-EMPLOYMENT BENEFITS, Continued

F. OPEB Expense and Deferred Outflows/Inflows of Resources Related to OPEB, Continued

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year Ended June 30,	Deferred Outflows/(Inflows) of Resources
2026	$ (17,605,343)
2027	(10,173,785)
2028	(2,045,667)
2029	(1,692,854)
2030	1,385,165
Thereafter	2,455,003
Total	$ (27,677,481)

12. SELF-INSURANCE PROGRAM

On December 22, 1974, the City initiated a program of self-insurance for workers' compensation liability claims. The City will pay all claims up to $750,000 per claim; amounts in excess of $750,000 are covered through an outside insurance carrier.

On January 1, 1975, the City initiated a program of self-insurance for unemployment liability claims. By this action, the City will pay all claims based on the individual reimbursement account method, as provided by the State of California.

On April 6, 1979, the City initiated a program of self-insurance for general liability claims. At present, the City will pay all claims up to $1,000,000 per claim arising from general liability claim actions brought against the City. Amounts in excess of $1,000,000 per claim are covered by the Authority for California Cities Excess Liability (ACCEL).

ACCEL is organized under a joint powers agreement pursuant to the California Government Code. The purpose of the Authority is to arrange and administer programs of insurance for the pooling of self-insured losses and to purchase excess insurance coverage. ACCEL pools catastrophic general liability, automobile liability and public officials errors and omissions losses. ACCEL members share risk from $1,000,000 to $4,000,000, and insurance in layers exceeding $5,000,000.

The City has not experienced a significant reduction in insurance coverage from coverage in the prior year. Additionally, the amount of settlements has not exceeded budgeted coverage for each of the past three fiscal years.

12. SELF-INSURANCE PROGRAM, Continued

The City has entered into contracts with third-party administrators who supervise the general liability and worker's compensation programs. When it is probable that a claims liability has been incurred and the amount of the loss can be reasonably estimated through historical trends and calculation of incurred but not reported claims (IBNR), the City accrues the estimated liability in an internal service fund for expected claims and judgments. The following is a summary of the changes in the claims liability over the past two fiscal years:

Fiscal Year	Beginning Balance	Changes in Estimates	Claim Payments	Ending Balance
2023-2024	$ 36,793,000	$ 24,349,902	$ 18,444,902	$ 42,698,000
2024-2025	42,698,000	22,823,446	19,362,446	46,159,000

Of the total estimated claims liabilities, $11,664,000 is estimated due within one year or less. The liability will be paid in future years from the Self Insurance Fund.

13. FUND BALANCE CLASSIFICATIONS

Fund balances of governmental funds at June 30, 2025 have been classified as follows:

	General	Ontario Housing Authority	Capital Projects	Impact Fees	Industrial Development Authority	Other Governmental Funds	Total Governmental Funds
Fund balances:							
Nonspendable							
Receivables	$ 48,000	$ -	$ -	$ -	$ -	$ -	$ 48,000
Prepaid costs	506,569	-	-	-	-	108,554	615,123
Advances to Successor Agency	3,500,000	-	-	-	-	-	3,500,000
Inventory	255,731	-	-	-	-	-	255,731
Total nonspendable	4,310,300	-	-	-	-	108,554	4,418,854
Restricted							
Endowment/trust	395,780	-	-	-	-	-	395,780
Community development projects	-	-	-	-	-	34,480,856	34,480,856
Public safety	-	-	-	-	-	6,079,944	6,079,944
Park development	-	-	-	-	-	58,509,193	58,509,193
Affordable housing	-	37,829,584	-	-	-	18,374,487	56,204,071
AQMD activities	-	-	-	-	-	372,357	372,357
Public services	-	-	-	-	-	99,949,918	99,949,918
Transportation improvement	-	-	-	-	-	7,997,794	7,997,794
Impact fee activities	-	-	-	340,870	-	-	340,870
Total restricted	395,780	37,829,584	-	340,870	-	225,764,549	264,330,783
Committed							
City infrastructure	-	-	48,254,256	228,067,098		-	276,321,354
Total committed	-	-	48,254,256	228,067,098	-	-	276,321,354
Assigned							
Continuing appropriations	111,638	-	-	2,264,016	-	-	2,375,654
Stability arrangement	87,499,338	-	-	-	-	-	87,499,338
Economic uncertainty	20,000,000	-	-	-	-	-	20,000,000
Total assigned	107,610,976	-	-	2,264,016	-	-	109,874,992
Unassigned	-	-	-	-	(2,362,463)	(2,661,656)	(5,024,119)
Total fund balances	$ 112,317,056	$ 37,829,584	$ 48,254,256	$ 230,671,984	$ (2,362,463)	$ 223,211,447	$ 649,921,864

14. JOINT VENTURES

A. Water Facilities Authority

On February 19, 1980, the Water Facilities Authority (Authority) was created under a joint exercise of powers agreement between the City of Chino, the City of Ontario, the City of Upland, the City of Chino Hills and the Monte Vista Water District. It was formed for the purpose of acquisition and construction of facilities directly benefiting the participants by supplying potable water to the inhabitants within the boundaries of its members. Thus, each participant has an ongoing financial interest in the Authority.

14. JOINT VENTURES, Continued

A. Water Facilities Authority, Continued

The governing Board of Directors consists of one member appointed from each participating agency and has approval of all budget and finance activities. The City's investment in the Authority has been recorded under the equity method of accounting and is shown as an investment in joint venture in the Water Enterprise Fund.

On September 30, 1997, the Authority issued $24,455,000 in 1997 Refunding Certificates of Participation (COPs) to refund $25,820,000 of then outstanding 1986 COPs. The 1997 Refunding COPs carry interest rates from 4.0% to 5.3% and will be repaid in various principal increments with the final payment due on October 1, 2015. Each participant in the joint venture has pledged gross revenues from its respective Enterprise Fund and has agreed to restrictive covenants that establish rates and charges for each respective water enterprise fund at levels sufficient to maintain net revenues equal to at least 1.25 times the aggregate amount of each respective party's installment payments to the Authority as well as any parity debt that shall become due and payable within the succeeding twelve months. Each City has an ongoing financial responsibility as each has assumed a portion of the Authority's debt. The City of Ontario's percentage share of the installment payment is 41.51681% and the outstanding balance was paid in full during the fiscal year ending June 30, 2016.

At June 30, 2025, the City's investment in the Authority, including its share of Authority's debt, was $11,093,287.

Audited financial information of the Authority for the year ended June 30, 2025 is summarized as follows:

Water Facilities Authority Net Position	
Total assets	$ 37,239,291
Total deferred outflows	907,967
Total liabilities	5,236,662
Total deferred inflows	821,250
Total net position	$ 32,089,346
Water Facilities Authority Changes in Net Position	
Operating revenues	$ 24,384,473
Operating expenses	24,134,975
Operating gain (loss) before depreciation and amortization	249,498
Depreciation and amortization	(1,516,279)
Operating revenue (loss)	(1,266,781)
Nonoperating revenues (expenses)	1,487,221
Capital contributions	-
Changes in net position	220,440
Beginning net position	31,868,906
Ending net position	$ 32,089,346

14. JOINT VENTURES, Continued

A. Water Facilities Authority, Continued

The current participants and their financial contributions through June 30, 2025 were as follows:

	Amount	Percent
City of Chino	$ 6,695,673	15.71%
City of Chino Hills	5,525,334	12.96%
Monte Vista Water District	6,993,958	16.41%
City of Ontario	14,735,409	34.57%
City of Upland	8,552,736	20.07%
Non-Participant	117,703	0.28%
Total	$ 42,620,813	100.00%

Financial statements of the Authority can be obtained from the Water Facilities Authority's office located at 1775 North Benson Avenue, Upland, California, 91784.

B. Chino Basin Desalter Authority

On January 15, 2002, the Chino Basin Desalter Authority (the Authority) was created under a joint exercise of powers agreement between the City of Ontario and other neighboring government agencies. This agreement was formed to successfully manage the groundwater resources in the Chino Basin.

The governing Board of Director consists of one representative appointed from each participating agency and has the power and responsibility to adopt budgets, operating plans and finance activities to further the purpose of the Authority. As of June 30, 2025, the City's investment in the Authority was $61,188,520.

On June 22, 2016, the Chino Basin Desalter Authority issued the Desalter Revenue Refunding Bonds, Series 2016A in the amount of $67,105,000 to refund the Desalter Revenue Refunding Bonds, Series 2008A. The new revenue refunding bond has various debt payment schedules tailored to each member agency, based on their respective election. This provision affords each member the ability to prepay their share of debt service.

14. JOINT VENTURES, Continued

B. Chino Basin Desalter Authority, Continued

The financial information of the Authority for the fiscal year ended June 30, 2025, is summarized as follows:

Chino Basin Desalter Authority Net Position	
Total assets	$ 296,649,881
Total deferred outflows	2,541,946
Total liabilities	58,920,709
Total net position	$ 240,271,118
Chino Basin Desalter Authority Changes in Net Position	
Operating revenues	$ 38,015,592
Operating expenses	(33,285,294)
Operating gain (loss) before depreciation and amortization	4,730,298
Depreciation and amortization	(9,144,000)
Operating revenue (loss)	(4,413,702)
Nonoperating revenues (expenses)	7,043,195
Capital contributions	2,285,366
Changes in net position	4,914,859
Beginning net position	235,356,259
Ending net position	$ 240,271,118

The current participants and their financial contributions through June 30, 2025 were as follows:

	Amount	Percent
Jurupa Community Services District	$ 14,357,707	34.34%
City of Chino Hills	5,459,374	13.06%
City of Chino	6,499,248	15.54%
City of Norco	1,299,751	3.11%
City of Ontario	8,934,189	21.37%
Santa Ana River Co.	1,559,626	3.73%
Western Municipal Water District	3,700,313	8.85%
Total	$ 41,810,208	100.00%

Financial statements of the Authority can be obtained from the Chino Basin Desalter Authority Treasurer's office located at 6075 Kimball Avenue, Chino, California 91710.

14. JOINT VENTURES, Continued

C. West End Communications Authority

The "Authority" governed by a seven-member board is a joint exercise of powers between the following entities as created by a joint power:

City of Chino	City of Upland
City of Montclair	Rancho Cucamonga Fire Protection District
City of Rancho Cucamonga	Chino Valley Independent Fire Protection District
City of Ontario	

The purpose of the Authority is to provide a cooperative voluntary association to establish operate and maintain a consolidated 800MHZ communication system designed to serve public safety agencies throughout the western end of San Bernardino County, California. The City has an ongoing financial interest in the residual assets of the Authority upon disbandment.

The following is a summary of the West End Communications Authority financial information for the fiscal year ended June 30, 2025:

West End Communications Authority Net Position	
Total assets	$ 1,516,986
Total liabilities	-
Total net position	$ 1,516,986
West End Communications Authority Changes in Net Position	
Operating revenues	$ 76,466
Operating expenses	10,119
Operating gain (loss) before depreciation and amortization	66,347
Operating revenue (loss)	66,347
Changes in net position	66,347
Beginning net position	1,450,639
Ending net position	$ 1,516,986

Separate financial statements of the West End Communications Authority are available upon request from the City of Ontario, Fiscal Services Department, 303 East "B" Street, Ontario, California 91764.

D. West End Fire and Emergency Response Commission

On January 23, 1989, the West End Fire and Emergency Response Commission was created under the Joint Exercise Powers Agreement between the Fire Departments of the City of Ontario, Upland, Montclair, Rancho Cucamonga and Chino. The governing board of directors consists of the Fire Chief from each city. The purpose of the Authority is to establish a hazardous materials response team. It has been amended to include an Urban Search and Rescue Team and the servicing of joint authority breathing apparatus equipment for emergency purposes.

14. JOINT VENTURES, Continued

D. West End Fire and Emergency Response Commission, Continued

The following is a summary of the West End Fire and Emergency Response Commission financial information for the fiscal year ended June 30, 2025:

West End Fire and Emergency Response Commission Net Position		
Total assets	$	950,872
Total liabilities		(8,700)
Total net position	$	942,172
West End Fire and Emergency Response Commission Changes in Net Position		
Operating revenues	$	146,938
Operating expenses		77,685
Operating revenue (loss)		69,253
Changes in net position		69,253
Beginning net position		872,919
Ending net position	$	942,172

Separate financial statements of the West End Fire and Emergency Response Commission are available upon request from the City of Ontario, Fiscal Services Department, 303 East "B" Street, Ontario, California 91764.

E. Animal Resource Center of the Inland Empire (ARC)

On July 16, 2024, the West End Animal Services Agency was created under the Joint Exercise Powers Agreement between the City of Ontario and City of Chino (“Member Agencies”). The governing board consisted of a director representing each Member Agency. The purpose of the Agency is to jointly exercise animal control, animal shelter, and related services, and to facilitate cooperation among the member agencies with respect to issues related to the operation and management of an animal shelter and administrative oversight thereof. Pursuant to a first amendment to the Joint Exercise of Powers Agreement on January 16, 2025, the Board of Directors voted to change the Agency’s name to Animal Resource Center of the Inland Empire and to admin the City of Montclair and County of San Bernardino as Member Agencies.

14. JOINT VENTURES, Continued

E. Animal Resource Center of the Inland Empire (ARC), Continued

Below are the most currently available condensed unaudited financial statements of the Animal Resource Center for the fiscal year ended June 30, 2025:

Animal Resource Center Net Position	
Total assets	$ 10,578,945
Total liabilities	11,456,578
Total net position	$ (877,633)
Animal Resource Center Changes in Net Position	
Operating revenues	$ 5,562,353
Operating expenses	6,439,986
Operating revenue (loss)	(877,633)
Changes in net position	(877,633)
Beginning net position	-
Ending net position	$ (877,633)

Separate financial statements of the Animal Resource Center of the Inland Empire are available upon request from the City of Ontario, Fiscal Services Department, 303 East "B" Street, Ontario, California 91764.

15. OTHER INVESTMENTS

Other investments of $184,913,339 at June 30, 2025 in the Water Fund represents water rights, investment in stored water and air quality credits. The City values its other investments at fair value in accordance with the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the assets. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs. The City has the following recurring fair value measurements as of June 30, 2025:

	Fair Value Measurement Using			
Investment Type	Level 1	Level 2	Level 3	Total Fair Value
Water Rights	$ -	$ -	$ 73,587,103	$ 73,587,103
Investment in Stored Water	-	-	110,779,976	110,779,976
Air Quality Credits	-	-	546,260	546,260
Total other investments	$ -	$ -	$ 184,913,339	184,913,339

16. CONTINGENCIES

Liabilities

Claims and suits have been filed against the City in the normal course of business. Based upon information received from the City Attorney and the self-insurance administrator, the estimated liability under such claims would be adequately covered by self-insurance designations and insurance coverage.

Grant

Under the terms of federal and state grants, periodic audits are required and certain costs may be questioned as not being appropriate expenditures under the terms of the grants. Such audits could lead to reimbursement to the grantor agencies. City management believes disallowances, if any, will be immaterial.

Proposition 218

Proposition 218, which was approved by the voters in November, 1996, will regulate the City's ability to impose, increase and extend taxes, assessments and fees. Any new, increased or extended taxes, assessments and fees subject to the provisions of Proposition 218 require voter approval before they can be implemented. Additionally, Proposition 218 provides that these taxes, assessments and fees are subject to the voter initiative process and may be rescinded in the future by the voters. Therefore, the City's ability to finance the services for which the taxes, assessments and fees were imposed may be significantly impaired. At this time, it is uncertain how Proposition 218 will affect the City's ability to maintain or increase the revenue it receives from taxes, assessments and fees.

17. COMMITMENTS

Construction Commitments

The following material construction commitments existed at June 30, 2025:

		Expenditures to date as of June 30, 2025				
Project Name	Contract Amount	Road Maintenance & Rehab (SB 1)	Capital Projects	Water	Sewer	Remaining Commitments
ATP-Mission Blvd Bike & Pedestrian Improvements	$ 3,301,696	$ 24,914	$ -	$ -	$ -	$ 3,276,782
Ontario Sports Empire - Professional Baseball Stadium	166,910,534	-	78,835,599	-	-	88,074,935
Ontario Sports Empire - Offsite Improvements	9,132,090	-	4,558,196	-	-	4,573,894
Ontario Sports Empire - Professional Baseball Stadium Parking Structure	31,225,000	-	18,586,050	-	-	12,638,950
Ontario Sports Empire - Vineyard Parking Structure	38,068,712	-	1,072,927	-	-	36,995,785
Ontario Sports Empire - Site Grading	56,896,320	-	43,542,854	-	-	13,353,466
Civic Center Expansion Fire Station No.1	22,774,704	-	18,468,494	-	-	4,306,210
John Galvin Park Snack Bar Reno	1,112,707	-	99,353	-	-	1,013,354
Civic Center Expansion - Fire Admin Building	32,964,926	-	10,682,436	-	-	22,282,490
Laurel Ave. Sewer Main Improvements	2,502,420	-	-	-	165,843	2,336,577
Sultana Avenue Storm Drain	13,331,098	-	1,963,815	-	-	11,367,283
ATP Cycle 5 - Vine/B Bike Blvd	2,499,796	188,860	-	-	-	2,310,936
Pressure Reducing Station Rehab	3,197,877	-	-	313,369	-	2,884,508
					Total remaining commitments	$ 205,415,170

18. TAX ABATEMENTS

The City entered into various tax abatement agreements with local businesses. The abatements may be granted to any business located within or promising to relocate to the City. For the fiscal year ended June 30, 2025, the City abated taxes totaling $10,605,792 under this program. The City has the following tax abatement agreements:

- A professional agreement with a consultant to provide sales tax audit and information services to the City. The audit services will detect and correct taxpayer reporting errors and generate new revenue without causing additional tax liability to businesses. The City agreed to pay quarterly 20% of new sales and use tax revenues received as a result of corrections identified by the consultant. In fiscal year 2024-2025, the amount paid was $347,870.

- An operating covenant agreement with a retailer of equipment and merchandise of health care products and services to establish its only regional sales office in California within the City for not less than 20 years. The establishment of such retailer will generate local sales tax revenue, create high paying/management jobs and provide opportunity for additional job growth. The City agreed to rebate quarterly 50% of sales tax revenues attributable to taxable sales. In fiscal year 2024-2025, the abatement amounted to $1,935,856.

18. TAX ABATEMENTS, Continued

- An operating covenant agreement with an automotive dealership which agreed to operate the entirety of its dealership facilities within the City for a period of 26 years. The dealership will generate substantial tax revenue, create potential for additional job growth and stimulate the economy. The City agreed to rebate 50% of sales tax revenues in excess of $700,000 during the period April 1, 2018 through March 31, 2028. In fiscal year 2024-2025, the abatement amounted to $505,187.

- An operating covenant agreement with a retailer of consumer products to establish its warehouse and distribution center in the City and remain in the City for no less than 41 years. The establishment of such retailer in the City will generate substantial revenue, create new jobs, revitalize the City, and result in community and public improvements. The City agreed to refund quarterly, 55% of sales tax revenues attributable to annual taxable sales up to $500 million and 60% of sales tax revenues over $500 million of annual taxable sales. In fiscal year 2024-2025, the abatement amounted to $751,453.

- An operating covenant agreement with a retailer of consumer products to ensure that it maintains its existing warehouse and distribution center in the City and expands its operations within the City. This will generate substantial revenue for the City, possibly create job growth, continue to stimulate the economy and result in community and public improvements. For the period beginning January 1, 2020, provided the City receives not less than $1.2 million of sales tax revenue from the retailer, the City agreed to rebate 50% of sales tax revenues attributable to taxable sales, not to exceed an annual amount of $1.8 million. In fiscal year 2024-2025, the abatement amounted to $1,280,363.

- An operating covenant agreement with an auto dealership to develop and operate a facility in the City for its Inland Empire sales territory. The City will receive additional local sales tax revenues, property taxes, employment benefits, and other tangible and intangible benefits arising from the operation of the Dealership within the City. The eligibility period of this agreement is from July 1, 2009 until June 30, 2034. The City agreed to make quarterly payments not to exceed $200,000 for any computation year during the eligibility period for (1) computation period up to $500,000 in aggregate, an amount equal to 50% of the local sales tax revenues received above the quarterly base amount of $50,000; (2) computation period up to $1,000,000 in aggregate, an amount equal to 50% of the local sales tax revenues received above the quarterly base amount of $56,250; (3) computation period up to $1,950,000 in aggregate, an amount equal to 50% of local sales tax revenues received above the quarterly base amount of $62,500; and (4) computation period up to $2,900,000 in aggregate, an amount equal to 50% of the local sales tax revenues received above the quarterly base amount of $68,750. In fiscal year 2024-2025, the abatement amounted to $27,328.

- An operating covenant agreement with a global retailer of healthcare services and products to retain and operate its two facilities in the City for transacting sales. The City will receive additional sales tax revenues, maintain and create jobs and stimulate the economic recovery of the Inland Empire. The eligibility period of this agreement commenced on April 1, 2018 and will continue until terminated by either party. The City agreed to make quarterly payments equal to 50% of sales tax revenues. In fiscal year 2024-2025, the abatement amounted to $1,900,022.

18. TAX ABATEMENTS, Continued

- An operating covenant agreement with a sanitary supplies distributor to retain existing jobs, allow for the potential increase in job opportunities, foster a business and civic environment that may attract additional businesses and investments and create additional job opportunities in the City. The eligibility period of this agreement began on July 1, 2017. The City agreed to make quarterly payments equal to 25% of sales tax revenues in excess of $201,000 quarterly up to $500,000. In fiscal year 2024-2025, the abatement amounted to $55,351.

- An operating covenant agreement with several concrete companies to establish a sale office and/or a business location that participate in the sale process within the City, expand operations within the City as appropriate and remains in the City for not less than 40 years. The establishment of such businesses is expected to generate substantial revenue for the City, create new jobs, revitalize an area of the City which has suffered a loss of jobs and result in community and public improvements. The eligibility period of this agreement began on October 1, 2018. The City agreed to make quarterly payments equal to 50% of the sales tax revenue attributable to annual taxable sales for the calendar year which is directly allocated to the City. In fiscal year 2024-2025, the abatement amounted to $1,278,346.

- A retention agreement with an auto dealership to encourage the auto dealership to remain in the City and consider future sales expansions in consideration of the local sales tax revenues, property taxes, employment benefits, and other tangible and intangible benefits that are expected to be received by the City arising from the Dealership within the City. During the eligibility period the City agreed to pay on a quarterly basis for (1) operating years 1-5, an amount equal to 50% of the local sales tax revenues received above the annual base amount of $75,000; (2) for operating years 6-10, an amount equal to 50% of the local sales tax revenues received above the annual base amount of $100,000; and (3) for operating years 11-15, an amount equal to 50% of the local sales tax revenues received above the annual base amount of $125,000. The cumulative total of any and all covenant payments paid by the City pursuant to this Agreement shall not exceed $1,200,000. In fiscal year 2024-2025, the abatement amounted to $106,798.

- An operating covenant agreement with a retailer of consumer products that will generate substantial sales tax revenue and create approximately 325 new permanent jobs. The incentives provided in this Agreement are intended to ensure the retailer commences operations and remains in the City for no less than 11.5 years. The eligibility period of this agreement began on October 1, 2020. The City agreed to make quarterly payments equal to 50% of sales tax revenues received. In fiscal year 2024-2025, the abatement amounted to $1,506,748.

- An operating covenant agreement with an auto dealership who recently established a new state-of-the-art automobile sales and service center in the City. The covenanted operation of the Dealership serves to foster a business and civic environment that may attract additional businesses and investment in the community due to the availability of the increased public and private services and economic activity resulting therefrom. The eligibility period of this agreement began on January 1, 2021. During the eligibility period the City agreed to pay on an annual basis for (1) operating years 1-4, an amount equal to 50% of the local sales tax revenues received above the annual base amount of $100,000 and (2) for operating years 5-8, an amount equal to 50% of the local sales tax revenues received above the annual base amount of $125,000 for a period of up to eight (8) years or a maximum amount of $800,000. In fiscal year 2024-2025, the abatement amounted to $0.

18. TAX ABATEMENTS, Continued

- An operating covenant agreement with an industrial equipment company distributing more than 1.5 million metalworking and other industrial products. By establishing the Ontario sales offices, the company will consolidate other office locations across Southern California to the City. This will, in turn, result in an increase revenue to the City, and there may be other community and public improvements that might not otherwise be available to the community for many years. The eligibility period of this agreement began on January 1, 2022. The City agreed to make quarterly payments equal to 50% of sales tax revenue received. In fiscal year 2024-2025, the abatement amounted to $672,405.

- An operating covenant agreement with a retailer of consumer products that will generate substantial sales tax revenue and create approximately 490 new permanent jobs. The incentives provided in this Agreement are intended to ensure the retailer commences operations and remains in the City for no less than 15 years. The eligibility period of this agreement began on April 1, 2023. The City agreed to make quarterly payments equal to 40% of sales tax revenues attributable to annual taxable sales up to $1,500,000 received by the City and payments equal to 50% of sales tax revenues attributable to annual taxable sales in excess of $1,500,000. In fiscal year 2024-2025, the abatement amounted to $238,065.

19. SUCCESSOR TRUST FOR ASSETS OF FORMER REDEVELOPMENT AGENCY

On December 29, 2011, the California Supreme Court upheld Assembly Bill 1X 26 ("the Bill") that provides for the dissolution of all redevelopment agencies in the State of California. This action impacted the reporting entity of the City of Ontario that previously had reported a redevelopment agency within the reporting entity of the City as a blended component unit.

The Bill provides that upon dissolution of a redevelopment agency, either the city or another unit of local government will agree to serve as the "successor agency" to hold the assets until they are distributed to other units of state and local government. On January 10, 2012, the City Council elected to become the Successor Agency for the former redevelopment agency in accordance with the Bill as part of City resolution number 2012-001.

After enactment of the law, which occurred on June 28, 2011, redevelopment agencies in the State of California cannot enter into new projects, obligations or commitments. Subject to the control of a newly established oversight board, remaining assets can only be used to pay enforceable obligations in existence at the date of dissolution (including the completion of any unfinished projects that were subject to legally enforceable contractual commitments).

Successor agencies are only allocating revenue in the amount that is necessary to pay the estimated annual installment payments on enforceable obligations of the former redevelopment agency until all enforceable obligations of the prior redevelopment agency have been paid in full and all assets have been liquidated.

The Bill directs the State Controller of the State of California to review the propriety of any transfers of assets between redevelopment agencies and other public bodies that occurred after January 1, 2011. If the public body that received such transfers is not contractually committed to a third party for the expenditure or encumbrance of those assets, the State Controller is required to order the available assets to be transferred to the public body designated as the successor agency by the Bill.

19. SUCCESSOR TRUST FOR ASSETS OF FORMER REDEVELOPMENT AGENCY, Continued

Management believes, in consultation with legal counsel, that the obligations of the former redevelopment agency due to the City are valid enforceable obligations payable by the successor agency trust under the requirements of the Bill. The City's position on this issue is not a position of settled law and there is considerable legal uncertainty regarding this issue. It is reasonably possible that a legal determination may be made at a later date by an appropriate judicial authority that would resolve this issue unfavorably to the City.

In accordance with the timeline set forth in the Bill (as modified by the California Supreme Court on December 29, 2011) all redevelopment agencies in the State of California were dissolved and ceased to operate as a legal entity as of February 1, 2012.

A. Cash and Investments

As of June 30, 2025, cash and investments were reported in the accompanying financial statements as follows:

Cash and investments	$	3,097,457
Cash and investments with fiscal agent		1,364,770
Total cash and investments	$	4,462,227

B. Advances to City

During prior fiscal years, the Former RDA loaned $1,600,000 to the Capital Project Fund for the purchase of property adjacent to Ontario Mills. At June 30, 2025, the balance of the advance was $1,600,000.

C. Long-Term Debt

The following is a summary of changes in Successor Agency long-term debt for the year ended June 30, 2025:

	Balance July 1, 2024	Additions	Deletions	Balance June 30, 2025	Due Within One Year
Public offerings:					
1993 Tax Allocation Bonds	$ 10,062,432	$ -	$ (6,749,755)	$ 3,312,677	$ 3,312,677
1995 Tax Allocation Bonds	889,768	-	(596,845)	292,923	292,923
Direct borrowings:					
Loans payable	5,305,914	-	(774,195)	4,531,719	815,227
Advance from City	3,500,000	-	-	3,500,000	-
Total	$ 19,758,114	$ -	$ (8,120,795)	$ 11,637,319	$ 4,420,827

19. SUCCESSOR TRUST FOR ASSETS OF FORMER REDEVELOPMENT AGENCY, Continued

C. Long-Term Debt, Continued

1993 Tax Allocation Bond

The 1993 Tax Allocation Bonds in the amount of $45,708,900 were issued on June 11, 1993, to finance redevelopment activities related to Project Area #1. The Agency sold the bonds to the Financing Authority at a purchase price equal to the principal amount of the bonds plus a premium. The investment by the Authority in the bonds is held in an agency fund. The terms were negotiated in a prior year and reduced the outstanding principal balance by $800. Additionally, the maturity date was extended two years to August 1, 2025. The interest is paid semi-annually at the stated rate of 12%. The balance at June 30, 2025, amounted to $3,312,677.

The annual requirements to amortize the outstanding bond indebtedness as of June 30, including interest, are as follows:

For the Years Ending June 30,	1993 Tax Allocation Bonds		
	Principal	Interest	Total
2026	$ 3,312,677	$ 54,630	$ 3,367,307
Total	$ 3,312,677	$ 54,630	$ 3,367,307

The outstanding bonds contain a provision that if any event of default should occur, the Trustee shall at the written direction of the Owner of a majority in aggregate principal amount outstanding, declare the principal of all the bonds then outstanding, and the interest accrued thereon, to be due and payable immediately.

1995 Tax Allocation Bond

On August 15, 1995, the Ontario Redevelopment Agency issued $4,041,700 in 1995 Tax Allocation Bonds. The bonds were sold to the Ontario Redevelopment Financing Authority at par plus premium. All proceeds of the 1995 Bonds will be used to finance redevelopment projects related to Project Area #1. The 1995 Bonds were issued on parity with the Agency's existing Project Area #1 1992 and 1993 Tax Allocation Bonds. The 1995 Bonds were issued with an interest rate of 12.00%, provided that the interest rate for the period from August 1, 1995 through July 1, 1996, shall be 10.55% per annum, the interest rate for the period from August 1, 1996 through July 31, 1997, shall be 11.70% per annum, and the interest for the period from August 1, 1997 through July 31, 1999, shall be 11.86% per annum. Interest is paid semi-annually each year and commenced February 1, 1996, until final maturity on August 1, 2025. The balance at June 30, 2025, amounted to $292,923.

19. SUCCESSOR TRUST FOR ASSETS OF FORMER REDEVELOPMENT AGENCY, Continued

C. Long-Term Debt, Continued

The annual requirements to amortize the outstanding bond indebtedness as of June 30, including interest, are as follows:

For the Years Ending June 30,	1995 Tax Allocation Bonds		
	Principal	Interest	Total
2026	$ 292,923	$ 161,706	$ 454,629
Total	$ 292,923	$ 161,706	$ 454,629

The outstanding bonds contain a provision that if any event of default should occur, the Trustee shall at the written direction of the Owner of a majority in aggregate principal amount outstanding, declare the principal of all the bonds then outstanding, and the interest accrued thereon, to be due and payable immediately.

Loans Payable

Pursuant to a loan agreement dated February 1, 2002, the Ontario Redevelopment Agency issued the Ontario Redevelopment Project #1 2002 Housing Set-Aside Loan in the amount of $15,145,000 to finance low and moderate income activities of the Agency within or of the benefit to the Ontario Redevelopment Agency Project Area #1. The loan matures in August 2029 and is payable from Housing Tax Revenues allocated to the Agency. Interest is paid semi-annually at a rate of 5.30% per annum. The balance at June 30, 2025, amounted to $4,531,719.

At June 30, 2025, the annual requirements to repay the outstanding indebtedness were as follows:

For the Years Ending June 30,	2002 FNMA Housing Set-Aside Loan		
	Principal	Interest	Total
2026	$ 815,227	$ 218,578	$ 1,033,805
2027	858,434	174,226	1,032,660
2028	903,931	127,523	1,031,454
2029	951,840	78,345	1,030,185
2030	1,002,287	26,560	1,028,847
Total	$ 4,531,719	$ 625,232	$ 5,156,951

The remedies available upon the occurrence of an event of default under the loan agreement are in many respects dependent upon regulatory and judicial actions.

19. SUCCESSOR TRUST FOR ASSETS OF FORMER REDEVELOPMENT AGENCY, Continued

C. Long-Term Debt, Continued

Advance from City

The General Fund made an advance in the amount of $3,500,000 to the Successor Agency of the Former Redevelopment Agency to assist the Agency in implementation of the redevelopment plan.

Debt Service Requirements

The City pledged, as security for bonds issued, either directly or through the Financing Authority, a portion of tax increment revenue (including Low and Moderate-Income Housing set-aside and pass through allocations) that it receives. The bonds issued were to provide financing for various capital projects, accomplish Low and Moderate Income Housing projects and to defies previously issued bonds.

Assembly Bill 1X 26 provided that upon dissolution of the Redevelopment Agency, property taxes allocated to redevelopment agencies no longer are deemed tax increment but rather property tax revenues and will be allocated first to successor agencies to make payments on the indebtedness incurred by the dissolved redevelopment agency. Total principal and interest remaining on the debt is $12,478,887 with annual debt service requirements as indicated on the previous pages. For the current year, the total property tax revenue recognized by the Successor Agency for the payment of obligations incurred by the dissolved redevelopment agency was $4,482,199 and the debt service obligation on the bonds was $8,220,068.

20. PRIOR PERIOD ADJUSTMENTS

Prior period adjustments recorded by the City for the current year were as follows:

		Prior Period Adjustments						
	Net Position/ Fund Balance as Previously	Capital Assets	Property Held for Resale	Other Investments	SBITA Liabilities	Compensated Absences	Other Corrections	Net Position/ Fund Balance Net Position
Government-wide								
Governmental activities	$ 1,617,876,227	$ 3,491,997	$ (4,616,079)	$ -	$ (3,253,311)	$ (7,219,623)	$ (200)	$ 1,606,279,011
Business-type activities	484,777,066	-	-	12,039,457	-	(559,814)	-	496,256,709
Fund Financials								
Nonmajor Governmental Funds	232,059,386	-	(4,616,079)	-	-	-	(200)	227,443,107
Enterprise Funds								
Water Fund	387,134,507	-	-	12,039,457	-	(226,889)	-	398,947,075
Sewer Fund	85,577,333	-	-	-	-	(43,364)	-	85,533,969
Integrated Waste Fund	40,827,667	-	-	-	-	(289,561)	-	40,538,106
Internal Service Funds	(165,838,176)	(80,012)	-	-	(269,354)	(7,219,623)	-	(173,407,165)

20. PRIOR PERIOD ADJUSTMENTS, Continued

The City recorded prior period adjustments for the following:

1) **Corrections of errors**:
   - Capital Assets – restatements were recorded in Governmental Activities and Internal Service Funds to correct the beginning balances of construction in progress, accumulated depreciation, right-to-use subscription assets;
   - Property Held for Resale – restatements were recorded in Governmental Activities and Nonmajor Governmental Funds to correctly recorded a property sold in prior years but kept on the books in error;
   - Other Investments – restatements were recorded in Business-Type Activities and the Water Fund to correct the balance of the investments in stored water inventory;
   - SBITA Liabilities – restatements were recorded in Governmental Activities and the Internal Service Fund to record certain subscription based information technology agreement related liabilities not recognized in the prior year in accordance with GASB 96; and
   - Other Corrections – a restatement was recorded in the Community Development Fund to correct a $200 difference carried forward from the City's old accounting system.

2) **Implementation of GASB Statement No. 101, Compensated Absences**:
   - The City recorded prior period adjustments in Governmental Activities, Business-Type Activities, Enterprise Funds, and Internal Service Funds to implement GASB Statement No. 101, Compensated Absences.

21. SUBSEQUENT EVENTS

In January 2025, the City entered into a purchase and sale agreement with Costello Investments LLC, for the purchase of property to be used for the construction of an animal shelter. In July 2025, a secured promissory note was issued upon the close of escrow in the amount of $7,100,000. The note bears a 4.32% interest rate and is due in monthly payment amounts of $72,995 from September 2025 to August 2035. The permanent location of the new animal shelter has changed, and the property purchased is being evaluated for an alternative City purpose or will be sold.

In November 2025, the City of Ontario Community Facilities District issued a new special tax bond (non-City obligation) for Community Facilities District No. 71 (Neuhouse Phase 2) in the amount of $16,213,603 to provide financing for certain authorized facilities and costs with respect to the development within the district.

REQUIRED SUPPLEMENTARY INFORMATION

REQUIRED
SUPPLEMENTARY
INFORMATION

1. BUDGET AND COMPARISON INFORMATION

General Budget Policies

1. The annual budget adopted by the City Council provides for the general operation of the City. It includes proposed expenditures and the means of financing them.

2. The City Council approves total budgeted appropriations and any amendments to appropriations throughout the year. All amendments made during the year are included in the budgetary amounts reported herein. The "appropriated budget" covers all City expenditures, including capital improvement projects carried forward from the prior year, which is re-appropriated every year. Actual expenditures may not exceed budgeted appropriations at the fund level, which is the legal level of control. The City Manager is authorized to transfer budgeted amounts between departments within any fund; however, any revisions that alter total expenditures of any fund must be approved by the City Council.

3. Formal budgetary integration is employed as a management control device during the year. Commitments for materials and services, such as purchase orders and contracts, are recorded as encumbrances to assist in controlling expenditures. Appropriations that are encumbered lapse at year-end and then are added to the following year's budgeted appropriations.

4. Budgets for the General, Special Revenue, Capital Projects, and Debt Service Funds are adopted on a basis substantially consistent with generally accepted accounting principles (GAAP). Accordingly, actual revenues and expenditures can be compared with related budgeted amounts without any significant reconciling items. Budget comparisons are not presented for the Proprietary Funds, as the City is not legally required to adopt a budget for those type of funds.

5. Capital projects are budgeted through the Capital Projects Fund. Appropriations for capital projects authorized, but not constructed or completed during the year, are re-appropriated in the following year's budget.

6. Under Article XIII-B of the California Constitution (the Gann Spending Limitation Initiative), the City is restricted as to the amount of annual appropriations from the proceeds of taxes, and if proceeds of taxes exceed allowed appropriations, the excess must be either refunded to the State Controller or returned to the taxpayers through revised tax rates or revised fee schedules, or an excess in one year may be offset by a deficit in the following year. For the fiscal year ended June 30, 2025, based on calculations by City staff, proceeds of taxes did not exceed appropriations.

7. Further, Section 5 of Article XIII-B allows the City to designate a portion of fund balance for general contingencies to be used for any purpose. On August 10, 1996, the City Council passed Resolution 96-073 setting aside all unappropriated fund balances in the General Fund as a contingency fund.

City of Ontario

Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual

General Fund

For the year ended June 30, 2025

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
REVENUES:				
Taxes	$ 337,525,000	$ 340,700,000	$ 345,263,407	$ 4,563,407
Licenses and permits	7,057,000	7,057,000	10,817,111	3,760,111
Intergovernmental	18,260,721	17,548,589	17,980,405	431,816
Charges for services	54,994,961	54,527,874	54,872,910	345,036
Use of money and property	1,480,000	1,480,000	6,549,559	5,069,559
Fines and forfeitures	901,000	901,000	1,419,576	518,576
Miscellaneous	5,647,747	15,963,259	16,556,435	593,176
Total revenues	425,866,429	438,177,722	453,459,403	15,281,681
EXPENDITURES:				
General government				
Mayor and city council	431,991	431,991	495,833	(63,842)
City clerk	65,310	65,310	62,921	2,389
City treasurer	50,581	50,581	64,434	(13,853)
Records management	1,172,580	1,405,747	1,330,852	74,895
City attorney	1,673,850	1,673,850	3,958,458	(2,284,608)
Office of the city manager	2,701,707	2,922,120	3,301,420	(379,300)
Financial services administration	1,344,089	1,115,826	1,133,996	(18,170)
Financial services operations	23,838,430	24,156,532	20,007,708	4,148,824
Human resources administration	6,432,579	6,532,638	6,385,479	147,159
Innovation, performance, and audit	1,486,494	1,369,703	1,280,095	89,608
Successor project management	2,275,000	2,689,387	1,562,076	1,127,311
Communications and community relations	2,605,904	2,540,935	2,540,999	(64)
Total general government	44,078,515	44,954,620	42,124,271	2,830,349
Public safety				
Police administration services	14,830,784	14,793,396	13,575,389	1,218,007
Airport operations bureau	15,242,361	14,644,838	17,738,578	(3,093,740)
Office of the police chief	3,190,308	3,206,433	3,463,422	(256,989)
Field operations bureau	50,877,106	51,604,893	50,093,177	1,511,716
Investigations bureau	31,897,110	32,904,002	36,679,050	(3,775,048)
Special operations bureau	16,591,352	16,584,398	17,224,773	(640,375)
Office of the fire chief	3,310,282	3,307,290	3,418,492	(111,202)
Bureau of fire prevention	5,198,763	5,318,343	4,945,679	372,664
Bureau of EMS/special operations	9,221,742	9,223,249	9,270,735	(47,486)
Bureau of operations	76,831,962	73,975,973	73,549,537	426,436
Bureau of support services	2,946,792	3,453,862	3,261,815	192,047
Bureau of administrative services	5,081,008	5,125,632	5,020,831	104,801
Total public safety	235,219,570	234,142,309	238,241,478	(4,099,169)

City of Ontario

Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual

General Fund (Continued)

For the year ended June 30, 2025

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Community development				
Community life and culture administration	1,995,851	1,951,953	2,252,218	(300,265)
Recreation and community services	15,529,003	15,794,443	16,159,747	(365,304)
Community development administration	1,633,218	1,437,318	1,512,229	(74,911)
Planning	4,896,295	4,985,387	5,210,344	(224,957)
Building	6,663,225	6,690,707	6,720,917	(30,210)
Economic development	15,101,851	19,908,575	21,406,551	(1,497,976)
Museum	2,926,951	2,838,068	2,836,596	1,472
Library	7,155,039	7,272,478	7,300,893	(28,415)
Community improvement	9,356,237	12,445,602	13,369,649	(924,047)
Homeless continuum care	2,037,478	2,045,762	1,802,380	243,382
Housing	791,533	778,958	524,331	254,627
Total community development	68,086,681	76,149,251	79,095,855	(2,946,604)
Public works				
Parks and street maintenance	19,332,051	19,768,513	19,264,749	503,764
Public works administration	983,808	1,043,628	1,430,794	(387,166)
Facilities and fleet maintenance	676,980	722,856	582,533	140,323
Engineering	11,906,066	12,200,180	10,440,184	1,759,996
Total public works	32,898,905	33,735,177	31,718,260	2,016,917
Debt service:				
Principal retirement	-	-	3,425,357	(3,425,357)
Total debt service	-	-	3,425,357	(3,425,357)
Total expenditures	380,283,671	388,981,357	394,605,221	(5,623,864)
REVENUES OVER (UNDER) EXPENDITURES	45,582,758	49,196,365	58,854,182	9,657,817
OTHER FINANCING SOURCES (USES):				
Transfers in	3,000,000	3,459,374	3,459,374	-
Transfers out	(47,146,250)	(49,338,582)	(49,877,385)	(538,803)
Total other financing sources (uses)	(44,146,250)	(45,879,208)	(46,418,011)	(538,803)
Net change in fund balances	$ 1,436,508	$ 3,317,157	12,436,171	$ 9,119,014
FUND BALANCES:				
Beginning of year			99,880,885	
End of year			$ 112,317,056	

City of Ontario

Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual

Ontario Housing Authority

For the year ended June 30, 2025

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
REVENUES:				
Charges for services	$ -	$ -	$ 143,102	$ 143,102
Use of money and property	418,677	418,677	681,373	262,696
Miscellaneous	102,250	11,410,545	12,255,245	844,700
Total revenues	520,927	11,829,222	13,079,720	1,250,498
EXPENDITURES:				
Current:				
General government	-	-	43,000	(43,000)
Community development	1,567,675	8,415,821	2,111,343	6,304,478
Total expenditures	1,567,675	8,415,821	2,154,343	6,261,478
REVENUES OVER (UNDER) EXPENDITURES	(1,046,748)	3,413,401	10,925,377	7,511,976
Net change in fund balances	$ (1,046,748)	$ 3,413,401	10,925,377	$ 7,511,976
FUND BALANCES:				
Beginning of year			26,904,207	
End of year			$ 37,829,584	

Modified Approach for City Infrastructure Capital Assets

In accordance with GASB Statement No. 34, the City is required to account for and report infrastructure assets. The City defines infrastructure as the basic physical assets including the street system; water purification and distribution system; wastewater collection and treatment system; and buildings combined with site amenities such as parking and landscaped areas used by the City in the conduct of its business. Each major infrastructure system can be divided into subsystems. For example, the street system can be divided into concrete curb and gutters, sidewalks, medians, streetlights, traffic control devices (signs, signals and pavement markings), landscaping and land. Subsystem detail is not presented in these basic financial statements; however, the City maintains detailed information on these subsystems.

The City has elected to use the "Modified Approach" as defined by GASB Statement No. 34 for infrastructure reporting for its Street Pavement System. Under GASB Statement No. 34, eligible infrastructure capital assets are not required to be depreciated under the following requirements:

• The City manages the eligible infrastructure assets using an asset management system with characteristics of (1) an up-to-date inventory; (2) perform condition assessments and summarize the results using a measurement scale; and (3) estimate annual amount to maintain and preserve at the established assessment level.

• The City documents that the eligible infrastructure assets are being preserved approximately at or above the established and disclosed condition assessment level.

In February 2025, the City completed a study to update the physical condition assessment of the streets. The prior assessment study was completed in February 2024. The streets, primarily surfaced with asphalt and concrete, were defined as all physical features associated with the operation of motorized vehicles that exist within the limits of right of way. City owned streets are classified based on land use, access and traffic utilization into the following four classifications: arterial, collector local, and alley. Currently, 50% of the City's arterial and collectors and 25% of the local streets and alleys are being assessed each year. Each street and its related subsystems were assigned a physical condition based on 17 potential defects. A Pavement Condition Index (PCI), a nationally recognized index, was assigned and expressed in a continuous scale from 0 to 100, where 0 is assigned to the least acceptable physical condition and 100 is assigned the physical characteristics of a new street. The following conditions were defined in the study:

Condition	Rating
Excellent	86-100
Very good	71-85
Good	56-70
Fair	41-55
Poor	26-40
Very poor	11-25
Failed	0-10

Modified Approach for City Infrastructure Capital Assets (Continued)

The City's policy is to maintain the existing weighted average rating of "very good". This rating allows for minor cracking and raveling of the pavement along with minor roughness that could be noticeable to drivers traveling at the posted speeds. As of February 2025, the City's average street and its related subsystem's Pavement Condition Index (PCI) rating was 80.2, with the detail condition as follows:

Condition	% of Streets
Excellent to Very Good	77.2%
Good to fair	20.1%
Poor to Failed	2.7%

The following is the condition assessment for the most recent years since in

Report's Date	PCI Index
February 2025	80.2
February 2024	80.4
February 2023	80.7
February 2022	80.8
March 2021	81.3
February 2020	82.8
January 2019	82.7
February 2018	82.0
April 2017	78.3
May 2016	76.3
March 2015	74.7
January 2013	70.6
May 14, 2012	71.1
March 18, 2010	69.0
February 18, 2008	65.0
January 11, 2007	67.0
February 21, 2006	68.0
April 11, 2005	65.0

As of February 2025, the City had some of its streets rated below a "fair" rating. The City will require several years to rehabilitate these segments of the streets.

Modified Approach for City Infrastructure Capital Assets (Continued)

The City's streets are constantly deteriorating resulting from the following four factors: (1) traffic using the streets, (2) the sun's ultra-violet rays drying out and breaking down the top layer of pavement, (3) utility company/private development interests trenching operations, and (4) water damage from natural precipitation and other urban runoff. The City is continuously taking actions to arrest the deterioration through short-term maintenance activities such as pothole patching, street sweeping, and street paving. The City expended $10.88 million on street maintenance for the fiscal year ended June 30, 2025. These expenditures delayed deterioration however, the overall condition of the streets was not improved through these maintenance expenditures. The City has estimated that the amount of annual expenditures required maintaining the City's streets at the average PCI rating of "Good" through the year 2030 is a minimum of $10.1 million per year. A schedule of estimated annual amount required to maintain and preserve the City's streets at the current level compared to actual expenditures for street maintenance for the last five years is presented below.

As of June 30, 2025, the City had approximately 117,527,118 square feet (561.9 section miles) of streets with a carrying amount of $583,128,020 and a replacement cost of approximately $1,457,327,200.

The City is also continuously taking actions to arrest the deterioration of other infrastructure assets through short-term maintenance activities. For the fiscal year ended June 30, 2025, the City expended $11.75 million on infrastructure maintenance for sidewalks, catch basin/storm drains, and traffic signal/street lightings. These expenditures delayed deterioration and improved the overall condition of these infrastructures. It is estimated that it will cost approximately $10.63 million per year to maintain these other infrastructure assets at their present level as shown on the schedule presented below.

		Fiscal Year ending June 30th,								
Maintenance Category		2017	2018	2019	2020	2021	2022	2023	2024	2025
Streets	Estimated	$ 13,008,613	$ 12,441,858	$ 12,273,799	$ 12,694,852	$ 11,151,458	$ 11,865,000	$ 9,176,050	$ 13,822,357	$ 16,397,744
	Actuals	8,219,379	8,696,188	11,067,305	9,155,000	7,112,536	8,356,883	7,259,571	13,063,696	10,877,748
Sidewalks	Estimated	1,669,078	1,700,699	1,790,476	1,698,940	1,586,450	1,913,622	2,633,516	3,139,600	3,032,080
	Actuals	1,578,819	1,488,652	1,602,108	1,649,357	1,557,834	1,623,608	1,857,533	2,372,378	3,342,940
Storm Drain	Estimated	1,894,890	1,735,524	1,824,635	2,587,972	2,255,702	2,276,383	2,375,158	2,183,326	2,068,194
	Actuals	1,714,063	1,452,261	1,407,071	1,925,921	1,856,150	1,765,742	1,828,953	1,862,901	3,281,348
Traffic Signal/ Street Lights	Estimated	4,383,271	4,687,717	4,744,781	5,004,117	4,707,980	4,873,341	4,315,247	5,189,214	5,533,687
	Actuals	4,024,946	4,330,956	4,108,176	4,279,727	4,509,065	4,628,351	3,976,676	4,991,949	5,129,561

Miscellaneous Plan

Schedule of Changes in the Net Pension Liability and Related Ratios - Last 10 Years

Measurement Period	**2015**	**2016**	**2017**	**2018**
TOTAL PENSION LIABILITY				
Service cost	$ 6,295,399	$ 6,785,157	$ 8,020,608	$ 8,293,305
Interest	20,680,719	22,042,754	23,255,948	24,357,078
Changes in benefit terms	-	-	-	-
Differences between expected and actual experience	(2,539,125)	2,960,090	1,183,589	833,264
Changes in assumptions	(5,069,730)	-	19,573,224	(3,104,763)
Benefit payments, including refunds of employee contributions	(11,779,873)	(12,973,536)	(13,196,500)	(14,285,430)
Net change in the total pension liability	7,587,390	18,814,465	38,836,869	16,093,454
Total pension liability - beginning	280,687,278	288,274,668	307,089,133	345,926,002
Total pension liability - ending (a)	$ 288,274,668	$ 307,089,133	$ 345,926,002	$ 362,019,456
PLAN FIDUCIARY NET POSITION				
Contributions - employer	$ 5,965,663	$ 6,919,250	$ 7,142,812	$ 8,845,306
Contributions - employee	3,288,408	3,496,228	3,300,315	4,098,899
Net investment income	5,225,720	1,288,913	26,063,000	21,684,987
Benefit payments, including refunds of employee contributions	(11,779,873)	(12,973,536)	(13,196,500)	(14,285,430)
Plan to plan resource movement	(670)	221	-	(1,183)
Administrative expense	(270,392)	(144,268)	(347,413)	(402,453)
Other miscellaneous income (expense)	-	-	-	(764,265)
Net change in plan fiduciary net position	2,428,856	(1,413,192)	22,962,214	19,175,861
Plan fiduciary net position - beginning	234,290,273	236,719,129	235,305,937	258,268,151
Plan fiduciary net position - ending (b)	$ 236,719,129	$ 235,305,937	$ 258,268,151	$ 277,444,012
Net pension liability - ending (a) - (b)	$ 51,555,539	$ 71,783,196	$ 87,657,851	$ 84,575,444
Plan fiduciary net position as a percentage of the total pension liability	82.12%	76.62%	74.66%	76.64%
Covered payroll	$ 39,204,131	$ 43,085,834	$ 46,066,325	$ 48,007,553
Net pension liability as a percentage of covered payroll	131.51%	166.61%	190.29%	176.17%

Notes to the Schedule:

Changes in Assumptions:

In fiscal year 2016-17, the discount rate was changed from 7.65 percent (net of administrative expense) to 7.15 percent.
In fiscal year 2017-18, demographic assumptions and inflation rate were changed in accordance to the CalPERS Experience Study and Review of Actuarial Assumptions December 2017. There were no changes in the discount rate.

In fiscal years 2018-19, 2019-20, and 2020-21 there were none.
In fiscal year 2021-22 the discount rate was reduced from 7.15% to 6.90%.
In fiscal year 2022-23 there were no changes.
In fiscal year 2023-24 there were no changes.

2019	2020	2021	2022	2023	2024
$ 8,873,061	$ 9,303,101	$ 9,554,732	$ 8,971,176	$ 10,022,391	$ 11,060,470
26,179,759	27,711,756	29,123,371	31,021,937	32,490,617	33,933,671
-	-	-	15,815,925	600,068	-
7,329,159	2,223,422	1,890,251	(6,228,614)	4,013,971	2,633,543
-	-	-	16,829,276	-	-
(15,269,344)	(16,860,141)	(21,715,949)	(23,343,080)	(24,351,961)	(25,151,536)
27,112,635	22,378,138	18,852,405	43,066,620	22,775,086	22,476,148
362,019,456	389,132,091	411,510,229	430,362,634	473,429,254	496,204,340
$ 389,132,091	$ 411,510,229	$ 430,362,634	$ 473,429,254	$ 496,204,340	$ 518,680,488
$ 9,750,907	$ 113,590,085	$ 5,232,930	$ 5,595,658	$ 6,355,517	$ 8,231,197
3,976,957	4,187,458	3,680,504	3,821,215	4,388,640	5,904,858
18,145,412	14,846,554	91,365,820	(36,382,163)	26,436,112	42,301,678
(15,269,344)	(16,860,141)	(21,715,949)	(23,343,080)	(24,351,961)	(25,151,536)
-	3,753	-	-	-	-
(197,990)	(414,257)	(408,770)	(303,595)	(321,163)	(365,559)
641	-	-	(2)	-	-
16,406,583	115,353,452	78,154,535	(50,611,967)	12,507,145	30,920,638
277,444,012	293,850,595	409,204,047	487,358,582	436,746,615	449,253,760
$ 293,850,595	$ 409,204,047	$ 487,358,582	$ 436,746,615	$ 449,253,760	$ 480,174,398
$ 95,281,496	$ 2,306,182	$ (56,995,948)	$ 36,682,639	$ 46,950,580	$ 38,506,090
75.51%	99.44%	113.24%	92.25%	90.54%	92.58%
$ 51,795,345	$ 55,145,826	$ 51,492,952	$ 54,124,236	$ 59,987,469	$ 64,305,056
183.96%	4.18%	-110.69%	67.77%	78.27%	59.88%

Safety Police Plan

Schedule of Changes in the Net Pension Liability and Related Ratios - Last 10 Years

Measurement Period	**2015**	**2016**	**2017**	**2018**
TOTAL PENSION LIABILITY				
Service cost	$ 6,095,464	$ 6,630,087	$ 7,755,445	$ 8,903,620
Interest	21,492,971	22,805,001	23,727,296	25,115,253
Differences between expected and actual experience	(435,228)	1,866,294	(3,343,535)	3,330,790
Changes of Benefit Terms	-	-	-	-
Changes in assumptions	(5,448,420)	-	20,461,012	(1,542,087)
Benefit payments, including refunds of employee contributions	(12,128,407)	(13,014,228)	(13,724,815)	(15,142,297)
Net change in the total pension liability	9,576,380	18,287,154	34,875,403	20,665,279
Total pension liability - beginning	289,853,982	299,430,362	317,717,516	352,592,919
Total pension liability - ending (a)	$ 299,430,362	$ 317,717,516	$ 352,592,919	$ 373,258,198
PLAN FIDUCIARY NET POSITION				
Contributions - employer	$ 8,077,089	$ 9,031,995	$ 10,241,924	$ 12,590,271
Contributions - employee	2,077,172	2,185,576	2,309,239	3,082,481
Net investment income	4,795,601	1,073,635	24,253,009	20,500,833
Benefit payments, including refunds of employee contributions	(12,128,407)	(13,014,228)	(13,724,815)	(15,142,297)
Plan to plan resource movement	607	-	-	(60)
Administrative expense	(246,269)	(133,344)	(321,771)	(375,070)
Other miscellaneous income (expense)	-	-	-	(712,265)
Net change in plan fiduciary net position	2,575,793	(856,366)	22,757,586	19,943,893
Plan fiduciary net position - beginning	216,218,741	218,794,534	217,938,168	240,695,754
Plan fiduciary net position - ending (b)	$ 218,794,534	$ 217,938,168	$ 240,695,754	$ 260,639,647
Net pension liability - ending (a) - (b)	$ 80,635,828	$ 99,779,348	$ 111,897,165	$ 112,618,551
Plan fiduciary net position as a percentage of the total pension liability	73.07%	68.59%	68.26%	69.83%
Covered payroll	$ 21,416,900	$ 23,375,007	$ 24,563,537	$ 28,650,190
Net pension liability as a percentage of covered payroll	376.51%	426.86%	455.54%	393.08%

Notes to the Schedule:

Benefit Changes: There were no changes in benefits.

Changes in Assumptions:

In fiscal year 2016-17, the discount rate was changed from 7.65 percent (net of administrative expense) to 7.15 percent.
In fiscal year 2017-18, demographic assumptions and inflation rate were changed in accordance to the CalPERS Experience Study and Review of Actuarial Assumptions December 2017. There were no changes in the discount rate.
In fiscal years 2018-19, 2019-20, and 2020-21 there were none.
In fiscal year 2021-22 the discount rate was reduced from 7.15% to 6.90%.
In fiscal year 2022-23 there were no changes.
In fiscal year 2023-24 there were no changes.

2019	2020	2021	2022	2023	2024
$ 9,490,945	$ 10,397,206	$ 11,110,950	$ 10,855,558	$ 11,941,635	$ 12,629,197
27,456,414	29,448,493	31,081,768	33,448,693	35,329,450	36,698,959
14,622,182	8,260,014	3,286,194	344,379	6,884,134	(2,243,709)
-	-	-	11,666,947	150,082	-
-	-	-	19,552,043	-	-
(17,240,114)	(18,358,394)	(22,933,112)	(24,216,445)	(25,031,867)	(26,014,508)
34,329,427	29,747,319	22,545,800	51,651,175	29,273,434	21,069,939
373,258,198	407,587,625	437,334,944	459,880,744	511,531,919	540,805,353
$ 407,587,625	$ 437,334,944	$ 459,880,744	$ 511,531,919	$ 540,805,353	$ 561,875,292
$ 13,281,118	$ 154,440,411	$ 7,489,804	$ 8,472,943	$ 8,908,687	$ 10,529,898
3,171,669	3,557,026	3,727,094	3,959,475	4,197,599	5,292,142
17,108,327	14,435,085	96,551,012	(38,663,601)	28,201,044	45,347,635
(17,240,114)	(18,358,394)	(22,933,112)	(24,216,445)	(25,031,867)	(26,014,508)
-	(3,755)	-	-	-	-
(185,998)	(390,183)	(429,999)	(320,727)	(341,271)	(390,599)
603	-	-	-	-	-
16,135,605	153,680,190	84,404,799	(50,768,355)	15,934,192	34,764,568
260,639,647	276,775,252	430,455,442	514,860,241	464,091,886	480,026,078
$ 276,775,252	$ 430,455,442	$ 514,860,241	$ 464,091,886	$ 480,026,078	$ 514,790,646
$ 130,812,373	$ 6,879,502	$ (54,979,497)	$ 47,440,033	$ 60,779,275	$ 47,084,646
67.91%	98.43%	111.96%	90.73%	88.76%	91.62%
$ 30,612,990	$ 33,746,205	$ 33,334,679	$ 34,988,941	$ 28,834,043	$ 38,212,396
427.31%	20.39%	-164.93%	135.59%	210.79%	123.22%

Safety Fire Plan

Schedule of Changes in the Net Pension Liability and Related Ratios - Last 10 Years

Measurement Period	**2015**	**2016**	**2017**	**2018**
TOTAL PENSION LIABILITY				
Service cost	$ 3,826,254	$ 4,011,720	$ 4,694,688	$ 5,450,102
Interest	16,115,504	17,007,366	17,663,790	18,731,153
Differences between expected and actual experience	(5,049,828)	2,059,569	(205,847)	5,431,927
Changes of Benefit Terms	-	-	-	-
Changes in assumptions	(3,893,081)	-	14,596,257	(1,280,641)
Benefit payments, including refunds of employee contributions	(10,326,665)	(10,544,779)	(11,502,192)	(12,416,436)
Net change in the total pension liability	672,184	12,533,876	25,246,696	15,916,105
Total pension liability - beginning	222,853,296	223,525,480	236,059,356	261,306,052
Total pension liability - ending (a)	$ 223,525,480	$ 236,059,356	$ 261,306,052	$ 277,222,157
PLAN FIDUCIARY NET POSITION				
Contributions - employer	$ 5,643,212	$ 5,475,379	$ 5,785,138	$ 7,480,185
Contributions - employee	1,673,250	1,513,475	1,535,337	1,996,292
Net investment income	3,958,046	890,970	19,188,945	15,891,350
Benefit payments, including refunds of employee contributions	(10,326,665)	(10,544,779)	(11,502,192)	(12,416,436)
Plan to plan resource movement	-	(221)	-	(468)
Administrative expense	(200,094)	(108,343)	(258,375)	(295,680)
Other miscellaneous income (expense)	-	-	-	(561,501)
Net change in plan fiduciary net position	747,749	(2,773,519)	14,748,853	12,093,742
Plan fiduciary net position - beginning	177,024,944	177,772,693	174,999,174	189,748,027
Plan fiduciary net position - ending (b)	$ 177,772,693	$ 174,999,174	$ 189,748,027	$ 201,841,769
Net pension liability - ending (a) - (b)	$ 45,752,787	$ 61,060,182	$ 71,558,025	$ 75,380,388
Plan fiduciary net position as a percentage of the total pension liability	79.53%	74.13%	72.62%	72.81%
Covered payroll	$ 14,881,781	$ 15,700,218	$ 16,311,760	$ 19,029,023
Net pension liability as a percentage of covered payroll	307.44%	388.91%	438.69%	396.13%

Notes to the Schedule:

Benefit Changes: There were no changes in benefits.

Changes in Assumptions:

In fiscal year 2016-17, the discount rate was changed from 7.65 percent (net of administrative expense) to 7.15 percent.
In fiscal year 2017-18, demographic assumptions and inflation rate were changed in accordance to the CalPERS Experience Study and Review of Actuarial Assumptions December 2017. There were no changes in the discount rate.

In fiscal years 2018-19, 2019-20, and 2020-21 there were none.
In fiscal year 2021-22 the discount rate was reduced from 7.15% to 6.90%.
In fiscal year 2022-23 there were no changes.
In fiscal year 2023-24 there were no changes.

2019	2020	2021	2022	2023	2024
$ 5,774,916	$ 6,188,402	$ 6,831,688	$ 6,700,238	$ 7,783,608	$ 8,415,866
20,209,053	21,509,141	22,591,435	24,303,588	25,365,250	26,376,448
9,490,435	6,351,419	3,455,873	5,111,381	3,012,293	984,820
-	-	-	8,447,824	89,175	-
-	-	-	11,704,148	-	-
(13,911,900)	(14,806,228)	(17,869,994)	(18,847,882)	(19,673,274)	(19,916,264)
21,562,504	19,242,734	15,009,002	37,419,297	16,577,052	15,860,870
277,222,157	298,784,661	318,027,395	333,036,397	370,455,694	387,032,746
$ 298,784,661	$ 318,027,395	$ 333,036,397	$ 370,455,694	$ 387,032,746	$ 402,893,616
$ 7,800,187	$ 103,651,019	$ 4,913,650	$ 5,741,862	$ 6,148,037	$ 7,289,083
2,057,562	2,467,276	2,428,156	2,691,344	2,856,604	3,685,374
13,135,037	10,819,335	69,748,734	(27,807,071)	20,163,534	32,157,765
(13,911,900)	(14,806,228)	(17,869,994)	(18,847,882)	(19,673,274)	(19,916,264)
-	-	-	-	-	-
(144,039)	(297,147)	(312,282)	(231,436)	(244,923)	(278,546)
468	-	-	-	-	-
8,937,315	101,834,255	58,908,264	(38,453,183)	9,249,978	22,937,412
201,841,769	210,779,084	312,613,339	371,521,603	333,068,420	342,318,398
$ 210,779,084	$ 312,613,339	$ 371,521,603	$ 333,068,420	$ 342,318,398	$ 365,255,810
$ 88,005,577	$ 5,414,056	$ (38,485,206)	$ 37,387,274	$ 44,714,348	$ 37,637,806
70.55%	98.30%	111.56%	89.91%	88.45%	90.66%
$ 20,523,547	$ 22,228,457	$ 25,162,755	$ 26,648,320	$ 37,182,071	$ 28,567,094
428.80%	24.36%	-152.95%	140.30%	120.26%	131.75%

*Schedule of Pension Plan Contributions - Last 10 Years**

	2016	2017	2018	2019
Miscellaneous Plan				
Actuarially determined contribution	$ 6,919,250	$ 7,142,812	$ 8,845,306	$ 9,750,907
Contributions in relation to actuarially deemed contributions	(6,919,250)	(7,142,812)	(8,845,306)	(9,750,907)
Contribution deficiency (excess)	$ -	$ -	$ -	$ -
Covered payroll	$ 43,085,834	$ 46,066,325	$ 48,007,553	$ 51,795,345
Contributions as a percentage of covered payroll	16.06%	15.51%	18.42%	18.83%
Safety Police Plan				
Actuarially determined contribution	$ 9,031,995	$ 10,241,924	$ 12,590,271	$ 13,281,118
Contributions in relation to actuarially deemed contributions	(9,031,995)	(10,241,924)	(12,590,271)	(13,281,118)
Contribution deficiency (excess)	$ -	$ -	$ -	$ -
Covered payroll	$ 23,375,007	$ 24,563,537	$ 28,650,190	$ 30,612,990
Contributions as a percentage of covered payroll	38.64%	41.70%	43.94%	43.38%
Safety Fire Plan				
Actuarially determined contribution	$ 5,475,379	$ 5,785,138	$ 7,480,185	$ 7,800,187
Contributions in relation to actuarially deemed contributions	(5,475,379)	(5,785,138)	(7,480,185)	(7,800,187)
Contribution deficiency (excess)	$ -	$ -	$ -	$ -
Covered payroll	$ 15,700,218	$ 16,311,760	$ 19,029,023	$ 20,523,547
Contributions as a percentage of covered payroll	34.87%	35.47%	39.31%	38.01%

* Fiscal year 2015 was the 1st year of implementation.

Notes to the Schedule:

Valuation date: June 30, 2023
Actuarial cost method: Entry Age Normal

Amortization of unfunded actuarial accrued liability:

	Source			
	(Gain) / Loss			
Driver	Investment	Assumption/ Method Change	Benefit Change	Golden Handshake
Amortization period	30 years	20 years	20 years	5 years
Escalation rate:				
Active plans	2.875% to 2.8%	2.875% to 2.8%	2.875% to 2.8%	2.875% to 2.8%
Inactive plans	0%	0%	0%	0%
Ramp up	-	-	-	-
Ramp down	-	-	-	-

Asset valuation method: Fair Value of Assets
Discount rate: 6.9%
Overall pay growth: 2.8%
Inflation: 2.3%
Retirement age: 2021 CalPERS Experience Study
Mortality: 2021 CalPERS Experience Study, with ongoing improvements using 90 percent of Scale MP-2016

2020	2021	2022	2023	2024	2025
$ 11,520,393	$ 5,233,815	$ 5,595,658	$ 6,355,517	$ 8,240,446	$ 10,707,295
(113,590,085)	(5,233,815)	(5,595,658)	(6,355,517)	(8,240,446)	(10,707,295)
$ (102,069,692)	$ -	$ -	$ -	$ -	$ -
$ 55,145,826	$ 51,492,952	$ 54,124,236	$ 59,987,469	$ 77,335,077	$ 89,371,018
205.98%	10.16%	10.34%	10.59%	10.66%	11.98%
$ 15,237,147	$ 7,489,804	$ 8,472,943	$ 8,908,687	$ 10,521,430	$ 12,716,628
(154,440,411)	(7,489,804)	(8,472,943)	(8,908,687)	(10,521,430)	(12,716,628)
$ (139,203,264)	$ -	$ -	$ -	$ -	$ -
$ 33,746,205	$ 33,334,679	$ 34,988,941	$ 28,834,043	$ 45,643,500	$ 47,519,431
457.65%	22.47%	24.22%	30.90%	23.05%	26.76%
$ 9,470,927	$ 4,913,650	$ 5,741,862	$ 6,148,037	$ 7,289,295	$ 8,711,566
(103,651,019)	(4,913,650)	(5,741,862)	(6,148,037)	(7,289,295)	(8,711,566)
$ (94,180,092)	$ -	$ -	$ -	$ -	$ -
$ 22,228,457	$ 25,162,755	$ 26,648,320	$ 37,182,071	$ 36,267,477	$ 37,037,095
466.30%	19.53%	21.55%	16.53%	20.10%	23.52%

*Schedule of Changes in the Net OPEB Liability and Related Ratios - Last 10 Years**

Measurement Period	2017	2018	2019	2020
Total OPEB Liability				
Service cost	$ 12,423,938	$ 10,440,905	$ 9,940,301	$ 4,576,154
Interest on the total OPEB liability	8,541,783	9,882,614	10,698,499	11,065,136
Actual and expected experience difference	-	-	(31,315,151)	-
Changes in assumptions	(37,838,070)	(13,680,004)	(90,154,275)	(2,893,024)
Benefit payments	(4,213,032)	(5,398,279)	(6,094,869)	(6,553,703)
Net change in the total OPEB liability	(21,085,381)	1,245,236	(106,925,495)	6,194,563
Total OPEB liability - beginning	289,394,278	268,308,897	269,554,133	162,628,638
Total OPEB liability - ending (a)	268,308,897	269,554,133	162,628,638	168,823,201
Plan Fiduciary Net Position (1)				
Contribution - employer	4,213,032	5,398,279	6,108,661	146,570,084
Net investment income	-	-	-	1,670,786
Benefit payments	(4,213,032)	(5,398,279)	(6,094,869)	(6,553,703)
Administrative expense	-	-	(13,792)	(49,752)
Net change in plan fiduciary net position	-	-	-	141,637,415
Plan fiduciary net position - beginning	-	-	-	-
Plan fiduciary net position - ending (b)	-	-	-	141,637,415
Net OPEB liability/asset - ending (a) - (b)	$ 268,308,897	$ 269,554,133	$ 162,628,638	$ 27,185,786
Covered-employee payroll	$ 111,311,408	$ 127,657,357	$ 135,622,457	$ 137,353,524
Net OPEB liability as a percentage of covered-employee payroll	241.04%	211.15%	119.91%	122.91%

* Fiscal year 2018 was the 1st year of implementation.

(1) The City opened a trust during fiscal year 2019-20, as such the presentation includes plan fiduciary net position, although no contributions were made to the trust during the measurement period ended June 30, 2019.

Notes to Schedule:

Changes in assumptions: The discount rate was 6.25 percent and same as prior year for the measurement period ended June 30, 2023. Eligibility for Medicare assumption was changed based on recent plan experience. Mortality improvement scale was updated to Scale MP-2021.

2021	2022	2023	2024
$ 4,643,850	$ 3,606,416	$ 3,705,592	$ 4,392,255
11,460,588	10,129,002	10,517,945	11,889,228
(16,740,290)	-	7,868,412	-
1,635,626	-	6,861,602	-
(7,361,127)	(8,008,479)	(7,214,536)	(8,184,816)
(6,361,353)	5,726,939	21,739,015	8,096,667
168,823,201	162,461,848	168,188,787	189,927,802
162,461,848	168,188,787	189,927,802	198,024,469
1,485,734	6,642,354	13,100,303	7,695,646
38,924,113	(24,105,673)	9,791,404	18,237,279
(7,361,127)	(8,008,479)	(7,214,536)	(8,184,816)
(71,934)	(65,240)	(70,726)	(88,905)
32,976,786	(25,537,038)	15,606,445	17,659,204
141,637,415	174,614,201	149,077,163	164,683,608
174,614,201	149,077,163	164,683,608	182,342,812
$ (12,152,353)	$ 19,111,624	$ 25,244,194	$ 15,681,657
$ 115,761,497	$ 115,761,497	$ 126,302,993	$ 193,475,542
140.34%	145.29%	150.37%	102.35%

*Schedule of OPEB Contributions - Last 10 Years**

	2018	2019	2020	2021
Actuarially determined contribution	$ 26,527,000	$ 28,414,000	$ 30,643,000	$ 7,470,000
Contribution in relation to the actuarially determined contribution	(5,398,279)	(6,108,661)	(146,570,084)	(1,485,734)
Contribution deficiency (excess)	21,128,721	22,305,339	(115,927,084)	5,984,266
Covered-employee payroll	$ 127,657,357	$ 135,622,457	$ 142,599,181	$ 137,353,524
Contributions as a percentage of covered-employee payroll	-4.23%	-4.50%	-102.78%	-1.08%

* Fiscal year 2018 was the 1st year of implementation.

(1) The City opened a trust during fiscal year 2019-20, as such the presentation includes plan fiduciary net position, although no contributions were made to the trust during the measurement period ended June 30, 2019.

Notes to Schedule:

Actuarial methods and assumptions used to set the actuarially determined contribution for fiscal year 2021 were from the June 30, 2019 actuarial valuation.

Methods and assumptions used to determine contributions:

Actuarial cost method	Entry Age Normal
Amortization valuation method/period	Level 1% of pay; Average 10-year fixed period for 2023/24
Inflation	2.50% per annum
Discount rate	6.25%
Medical trend	Non-Medicare - 7.90% for 2026, decreasing to an ultimate rate of 3.45% in 2076
	Medicare (Non-Kaiser) - 6.90% for 2026, decreasing to an ultimate rate of 3.45% in 2076
	Medicare (Kaiser) - 5.65% for 2026, decreasing to an ultimate rate of 3.45% in 2076
Mortality	CalPERS 2000-2019 Experience Study
Mortality improvement	Post-retirement mortality projected fully generational with Scale MP-2021

2022	2023	2024	2025
$ 7,806,000	$ 5,010,000	$ 5,150,000	$ 6,669,000
(6,642,354)	(13,100,303)	(7,695,646)	(1,984,379)
1,163,646	(8,090,303)	(2,545,646)	4,684,621
$ 115,761,497	$ 126,302,993	$ 227,284,736	$ 217,430,834
-5.74%	-10.37%	-3.39%	-0.91%

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SUPPLEMENTARY INFORMATION

SUPPLEMENTARY INFORMATION

City of Ontario
Nonmajor Governmental Funds
Year Ended June 30, 2025

Special Revenue Funds:

Special Gas Tax Fund is used to account for the receipts and disbursements of the state gas tax allocation that may be used for street related purposes.

Quiet Home Program Fund is used to account for purchase of houses near the City of Ontario Airport to reduce the interior noise level within treated homes.

Park Impact / Quimby Fund is used to account for revenues from developer-paid impact fees for the financial transactions associated with the acquisition and development of new parks and the initial purchase and/or installation of equipment in new and existing parks.

Asset Seizure Fund is used to account for receipt of seized assets that were the proceeds from, or used in illegal activities.

Air Quality Improvement Fund is used to account for motor vehicle registration monies received from the South Coast Air Quality Management District to reduce air pollution from motor vehicles under the California Clean Air Act of 1988.

Special Assessment / Fee Districts Fund is used to account for handling the financial transactions of the City's assessment districts, including Parks, Street Lights, and CFD Administration.

Grants Funds is used to account for miscellaneous grants monies that were received and are not accounted for in other specific grant funds.

Cable Access Fund is used to account for PEG fee that was established to account for cost related to local public education and government access stations.

Storm Drain Maintenance Fund is used to account for annual inspection and cleaning of all city storm drain and cleaning of debris and clearance of drainage system.

Historic Preservation Fund is used to provide funding for the conservation, preservation, restoration and rehabilitation of historic resources within the city.

NMC Public Services Fund is used to account for special revenues related to development projects that are then used for future public services needed due to those developments.

Broadband/Fiber Fund is used to account for the operation and maintenance of the City's broadband services and systems, as well as fund the construction of broadband infrastructure projects.

Affordability in Lieu Fund is used to account for non developer impact fees charged to the builders who elected to opt out of the construction of affordable housing.

Fire Mutual Aid Fund is used to account for financial transactions for any outside fire suppression services provided to other agencies for local, state, or federal fire support.

NMC CFD Fund is used to account for financial transactions relating to the establishment and funding of services for Community Facilities Districts in the Ontario Ranch (formerly New Model Colony) development areas.

OMC CFD Fund is used to account for financial transactions relating to the establishment and funding of services for Community Facilities Districts in the Old Model Colony development areas.

Opioid Settlement Fund is used to account for financial transactions related to the National Opioid Settlement monies.

Economic Development Activities Fund is used to account for financial transactions related to economic development activities.

Commuity Development Fund is used to account for housing rehab loan/grants.

Measure I Fund accounts for revenues from a one-half percent sales tax on all retail transactions within the County. The proceeds are to be used for transportation improvements, railroad grade separation projects, and traffic management programs.

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City of Ontario
Combining Balance Sheet
Nonmajor Governmental Funds
June 30, 2025

	Special Revenue Funds				
	Special Gas Tax	Quiet Home Program	Park Impact / Quimby	Asset Seizure	Air Quality Improvement
ASSETS					
Cash and investments	$ 12,273,412	$ 1,591,234	$ 58,453,221	$ 7,310,865	$ 307,029
Receivables:					
Accounts	1,305,630	-	-	1,678	63,080
Taxes	-	-	-	-	-
Notes and loans	-	-	-	-	-
Accrued interest	89,472	11,600	426,118	-	2,248
Prepaid costs	-	-	-	-	-
Deposits	-	-	-	-	-
Advances to other funds	-	-	-	-	-
Inventories	-	-	-	-	-
Land held for resale	-	-	-	-	-
Restricted assets:					
Cash and investments	-	-	-	-	-
Total assets	13,668,514	1,602,834	58,879,339	7,312,543	372,357
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES					
Liabilities:					
Accounts payable	853,916	-	370,146	466,524	-
Accrued liabilities	5,205	-	-	112,970	-
Unearned revenues	-	863,420	-	653,105	-
Deposits payable	-	-	-	-	-
Due to other governments	-	-	-	-	-
Due to other funds	-	-	-	-	-
Advances from other funds	-	-	-	-	-
Total liabilities	859,121	863,420	370,146	1,232,599	-
Deferred Inflows of Resources					
Unavailable revenues	-	-	-	-	-
Total deferred inflows of resources	-	-	-	-	-
Fund Balances:					
Nonspendable	-	-	-	-	-
Restricted for:					
Community development projects	12,809,393	739,414	-	-	-
Public safety	-	-	-	6,079,944	-
Park development	-	-	58,509,193	-	-
Affordable housing	-	-	-	-	-
AQMD activities	-	-	-	-	372,357
Public services	-	-	-	-	-
Transportation	-	-	-	-	-
Unassigned	-	-	-	-	-
Total fund balances	12,809,393	739,414	58,509,193	6,079,944	372,357
Total liabilities, deferred inflows of resources and fund balances	$ 13,668,514	$ 1,602,834	$ 58,879,339	$ 7,312,543	$ 372,357

Special Revenue Funds					
Special Assessment / Fee Districts	Grants	Cable Access	Storm Drain Maintenance	Historic Preservation	NMC Public Services
$ 7,607,842	$ -	$ 2,663,811	$ 710,992	$ 3,443,487	$ 6,557,174
124,056	8,002,296	31,504	185,144	-	-
-	-	-	-	-	-
-	16,173,402	-	-	-	-
55,174	-	19,420	5,470	25,104	47,803
223,726	539	-	3,150	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
8,010,798	24,176,237	2,714,735	904,756	3,468,591	6,604,977
319,523	3,679,524	-	243,921	-	-
(3,134)	31,515	-	8,743	-	-
-	2,184,540	-	-	-	-
67,523	-	-	-	-	-
-	-	-	-	-	-
-	1,270,219	-	-	-	-
-	-	-	-	-	-
383,912	7,165,798	-	252,664	-	-
-	7,825,959	-	-	-	-
-	7,825,959	-	-	-	-
-	-	-	-	-	-
7,626,886	9,184,480	-	652,092	3,468,591	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	2,714,735	-	-	6,604,977
-	-	-	-	-	-
-	-	-	-	-	-
7,626,886	9,184,480	2,714,735	652,092	3,468,591	6,604,977
$ 8,010,798	$ 24,176,237	$ 2,714,735	$ 904,756	$ 3,468,591	$ 6,604,977

City of Ontario
Combining Balance Sheet
Nonmajor Governmental Funds (Continued)
June 30, 2025

	Special Revenue Funds				
	Broadband /Fiber	Affordability in Lieu	Fire Mutual Aid	NMC CFD	OMC CFD
ASSETS					
Cash and investments	$ -	$ 18,153,789	$ 2,874,122	$ 1,221,322	$ 15,627
Receivables:					
Accounts	14,856	-	229,556	-	-
Taxes	-	-	-	72,028	1,632
Notes and loans	-	-	-	-	-
Accrued interest	-	220,698	20,953	7,709	-
Prepaid costs	175,328	-	33,462	75,092	-
Deposits	-	-	-	-	-
Advances to other funds	-	-	-	-	-
Inventories	2,889,481	-	-	-	-
Land held for resale	-	-	-	-	-
Restricted assets:					
Cash and investments	-	-	-	-	-
Total assets	3,079,665	18,374,487	3,158,093	1,376,151	17,259
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES					
Liabilities:					
Accounts payable	610,056	-	665,564	43,949	7,359
Accrued liabilities	6,983	-	9,462	-	-
Unearned revenues	-	-	-	-	-
Deposits payable	-	-	-	-	-
Due to other governments	-	-	-	-	-
Due to other funds	5,028,190	-	-	-	-
Advances from other funds	-	-	-	-	-
Total liabilities	5,645,229	-	675,026	43,949	7,359
Deferred Inflows of Resources					
Unavailable revenues	21,000	-	144,008	-	-
Total deferred inflows of resources	21,000	-	144,008	-	-
Fund Balances:					
Nonspendable	-	-	33,462	75,092	-
Restricted for:					
Community development projects	-	-	-	-	-
Public safety	-	-	-	-	-
Park development	-	-	-	-	-
Affordable housing	-	18,374,487	-	-	-
AQMD activities	-	-	-	-	-
Public services	-	-	2,305,597	1,332,202	9,900
Transportation	-	-	-	-	-
Unassigned	(2,586,564)	-	-	(75,092)	-
Total fund balances	(2,586,564)	18,374,487	2,339,059	1,332,202	9,900
Total liabilities, deferred inflows of resources and fund balances	$ 3,079,665	$ 18,374,487	$ 3,158,093	$ 1,376,151	$ 17,259

Special Revenue Funds				
Opioid Settlement	Economic Development Activities	Community Development	Measure I	Total Nonmajor Governmental Funds
$ 1,426,828	$ 1	$ 1	$ 7,870,439	$ 132,481,196
-	35,459	8,495,692	1,232,018	19,720,969
-	-	-	-	73,660
-	8,505,768	7,448,442	-	32,127,612
-	132,910	-	57,374	1,122,053
-	-	-	-	511,297
-	3,264,599	-	360,788	3,625,387
-	-	5,961,399	-	5,961,399
-	-	-	-	2,889,481
-	83,131,450	51,050	-	83,182,500
-	-	35,775	-	35,775
1,426,828	95,070,187	21,992,359	9,520,619	281,731,329
782	39,510	152,084	1,089,357	8,542,215
-	-	27,188	-	198,932
-	-	925,461	433,468	5,059,994
1,363,270	10,000	-	-	1,440,793
-	-	2,100,884	-	2,100,884
-	7,798,234	6,370,510	-	20,467,153
-	4,996,588		-	4,996,588
1,364,052	12,844,332	9,576,127	1,522,825	42,806,559
-	46,794	7,675,562	-	15,713,323
-	46,794	7,675,562	-	15,713,323
-	-	-	-	108,554
-	-	-	-	34,480,856
-	-	-	-	6,079,944
-	-	-	-	58,509,193
-	-	-	-	18,374,487
-	-	-	-	372,357
62,776	82,179,061	4,740,670	-	99,949,918
-	-	-	7,997,794	7,997,794
-	-	-	-	(2,661,656)
62,776	82,179,061	4,740,670	7,997,794	223,211,447
$ 1,426,828	$ 95,070,187	$ 21,992,359	$ 9,520,619	$ 281,731,329

City of Ontario

Combining Statement of Revenues, Expenditures and Changes in Fund Balances

Nonmajor Governmental Funds

For the year ended June 30, 2025

	Special Revenue Funds				
	Special Gas Tax	Quiet Home Program	Park Impact / Quimby	Asset Seizure	Air Quality Improvement
REVENUES:					
Taxes	$ -	$ -	$ -	$ -	$ -
Special assessment taxes	-	-	-	-	-
Intergovernmental	10,017,843	-	-	1,086,610	241,559
Charges for services	-	-	22,234,977	-	-
Use of money and property	565,433	80,706	2,693,741	239,236	54,191
Fines and forefeitures	-	-	-	-	-
Miscellaneous	34,091	-	-	-	-
Total revenues	10,617,367	80,706	24,928,718	1,325,846	295,750
EXPENDITURES:					
Current:					
General government	-	-	-	-	14,549
Public safety	-	-	-	2,099,148	-
Community development	-	-	9,916,174	-	-
Public works	7,354,466	-	-	-	1,189,758
Capital outlay	-	-	-	-	-
Debt service:					
Principal retirement	-	-	4,916,904	-	-
Interest and fiscal charges	-	-	83,096	-	-
Cost of issuance	-	-	-	-	-
Total expenditures	7,354,466	-	14,916,174	2,099,148	1,204,307
REVENUES OVER (UNDER) EXPENDITURES	3,262,901	80,706	10,012,544	(773,302)	(908,557)
OTHER FINANCING SOURCES (USES):					
Transfers in	-	-	-	-	-
Transfers out	(56,502)	-	-	-	(266)
Total other financing sources (uses)	(56,502)	-	-	-	(266)
Net change in fund balances	3,206,399	80,706	10,012,544	(773,302)	(908,823)
FUND BALANCES:					
Beginning of year, as previously stated	9,602,994	5,274,787	48,496,649	6,853,246	1,281,180
Restatement - correction of error	-	(4,616,079)	-	-	-
Beginning of year, as restated	9,602,994	658,708	48,496,649	6,853,246	1,281,180
End of year	$ 12,809,393	$ 739,414	$ 58,509,193	$ 6,079,944	$ 372,357

Special Revenue Funds					
Special Assessment / Fee Districts	Grants	Cable Access	Storm Drain Maintenance	Historic Preservation	NMC Public Services
$ -	$ -	$ 193,295	$ -	$ -	$ -
1,115,688	-	-	-	-	-
116,736	5,699,013	-	-	-	-
2,602,004	-	-	1,597,405	329,520	2,279,259
371,589	41,473	138,878	40,606	161,959	282,776
-	-	-	100	-	-
59,912	23,068	-	15,319	-	-
4,265,929	5,763,554	332,173	1,653,430	491,479	2,562,035
1,956,665	-	64,274	66	-	-
-	1,708,006	179,656	-	-	-
-	5,197,560	-	-	-	-
1,932,069	4,144,946	-	1,803,682	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
3,888,734	11,050,512	243,930	1,803,748	-	-
377,195	(5,286,958)	88,243	(150,318)	491,479	2,562,035
290,603	-	-	-	-	-
(20,191)	-	-	(25,583)	-	(3,000,000)
270,412	-	-	(25,583)	-	(3,000,000)
647,607	(5,286,958)	88,243	(175,901)	491,479	(437,965)
6,979,279	14,471,438	2,626,492	827,993	2,977,112	7,042,942
-	-	-	-	-	-
6,979,279	14,471,438	2,626,492	827,993	2,977,112	7,042,942
$ 7,626,886	$ 9,184,480	$ 2,714,735	$ 652,092	$ 3,468,591	$ 6,604,977

City of Ontario

Combining Statement of Revenues, Expenditures and Changes in Fund Balances

Nonmajor Governmental Funds (Continued)

For the year ended June 30, 2025

	Special Revenue Funds				
	Broadband /Fiber	Affordability in Lieu	Fire Mutual Aid	NMC CFD	OMC CFD
REVENUES:					
Taxes	$ -	$ -	$ -	$ -	$ -
Special assessment taxes	-	-	-	14,886,100	112,320
Intergovernmental	-	-	4,178,794	-	-
Charges for services	1,631,712	6,570,449	-	-	-
Use of money and property	(145,370)	1,319,373	93,224	56,083	9,138
Fines and forefeitures	-	-	-	-	-
Miscellaneous	188,321	-	-	-	-
Total revenues	1,674,663	7,889,822	4,272,018	14,942,183	121,458
EXPENDITURES:					
Current:					
General government	5,754,834	-	-	14,031,917	406,873
Public safety	-	-	3,724,493	-	-
Community development	-	12,120,619	-	-	-
Public works	-	-	-	-	-
Capital outlay	-	-	-	-	-
Debt service:					
Principal retirement	1,092,871	-	-	-	-
Interest and fiscal charges	78,435	-	-	-	-
Cost of issuance	-	-	-	-	-
Total expenditures	6,926,140	12,120,619	3,724,493	14,031,917	406,873
REVENUES OVER (UNDER) EXPENDITURES	(5,251,477)	(4,230,797)	547,525	910,266	(285,415)
OTHER FINANCING SOURCES (USES):					
Transfers in	-	-	-	-	-
Transfers out	(45,885)	-	-	-	-
Total other financing sources (uses)	(45,885)	-	-	-	-
Net change in fund balances	(5,297,362)	(4,230,797)	547,525	910,266	(285,415)
FUND BALANCES:					
Beginning of year, as previously stated	2,710,798	22,605,284	1,791,534	421,936	295,315
Restatement - correction of error	-	-	-	-	-
Beginning of year, as restated	2,710,798	22,605,284	1,791,534	421,936	295,315
End of year	$ (2,586,564)	$ 18,374,487	$ 2,339,059	$ 1,332,202	$ 9,900

Special Revenue Funds				
Opioid Settlement	Economic Development Activities	Community Development	Measure I	Total Nonmajor Governmental Funds
$ -	$ -	$ -	$ -	$ 193,295
-	-	-	-	16,114,108
-	-	2,191,108	5,197,016	28,728,679
-	-	-	-	37,245,326
45,317	586,170	25,252	844,527	7,504,302
-	-	-	-	100
-	671,883	-	651	993,245
45,317	1,258,053	2,216,360	6,042,194	90,779,055
-	-	-	-	22,229,178
40,095	-	-	-	7,751,398
-	1,646,649	3,967,040	-	32,848,042
-	-	-	6,728,046	23,152,967
-	-	-	-	-
-	-	-	-	6,009,775
-	-	-	-	161,531
-	-	-	-	-
40,095	1,646,649	3,967,040	6,728,046	92,152,891
5,222	(388,596)	(1,750,680)	(685,852)	(1,373,836)
-	-	-	-	290,603
-	-	-	-	(3,148,427)
-	-	-	-	(2,857,824)
5,222	(388,596)	(1,750,680)	(685,852)	(4,231,660)
57,554	82,567,657	6,491,550	8,683,646	232,059,386
-	-	(200)	-	(4,616,279)
57,554	82,567,657	6,491,350	8,683,646	227,443,107
$ 62,776	$ 82,179,061	$ 4,740,670	$ 7,997,794	$ 223,211,447

City of Ontario

Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual

Special Gas Tax

For the year ended June 30, 2025

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
REVENUES:				
Intergovernmental	$ 9,578,699	$ 9,578,699	$ 10,017,843	$ 439,144
Use of money and property	141,626	141,626	565,433	423,807
Miscellaneous	-	-	34,091	34,091
Total revenues	9,720,325	9,720,325	10,617,367	897,042
EXPENDITURES:				
Current:				
Public works	9,304,737	15,278,123	7,354,466	7,923,657
Total expenditures	9,304,737	15,278,123	7,354,466	7,923,657
REVENUES OVER (UNDER) EXPENDITURES	415,588	(5,557,798)	3,262,901	8,820,699
OTHER FINANCING SOURCES (USES):				
Transfers out	(56,502)	(56,502)	(56,502)	-
Total other financing sources (uses)	(56,502)	(56,502)	(56,502)	-
Net change in fund balances	$ 359,086	$ (5,614,300)	3,206,399	$ 8,820,699
FUND BALANCES:				
Beginning of year			9,602,994	
End of year			$ 12,809,393	

City of Ontario

Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual

Quiet Home Program

For the year ended June 30, 2025

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
REVENUES:				
Use of money and property	$ -	$ -	$ 80,706	$ 80,706
Total revenues	-	-	80,706	80,706
Net change in fund balances	$ -	$ -	80,706	$ 80,706
FUND BALANCES:				
Beginning of year, as previously stated			5,274,787	
Restatement - corection of error			(4,616,079)	
Beginning of year, as restated			658,708	
End of year			$ 739,414	

City of Ontario

Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual

Park Impact/Quimby

For the year ended June 30, 2025

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
REVENUES:				
Charges for services	$ 8,450,000	$ 8,450,000	$ 22,234,977	$ 13,784,977
Use of money and property	619,887	619,887	2,693,741	2,073,854
Total revenues	9,069,887	9,069,887	24,928,718	15,858,831
EXPENDITURES:				
Current:				
Community development	4,667,700	48,829,919	9,916,174	38,913,745
Debt service:				
Principal retirement	-	4,916,904	4,916,904	-
Interest and fiscal charges	-	83,096	83,096	-
Total expenditures	4,667,700	53,829,919	14,916,174	38,913,745
REVENUES OVER (UNDER) EXPENDITURES	4,402,187	(44,760,032)	10,012,544	54,772,576
Net change in fund balances	$ 4,402,187	$ (44,760,032)	10,012,544	$ 54,772,576
FUND BALANCES:				
Beginning of year			48,496,649	
End of year			$ 58,509,193	

City of Ontario

Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual

Asset Seizure

For the year ended June 30, 2025

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
REVENUES:				
Intergovernmental	$ -	$ -	$ 1,086,610	$ 1,086,610
Use of money and property	91,884	91,884	239,236	147,352
Total revenues	91,884	91,884	1,325,846	1,233,962
EXPENDITURES:				
Current:				
Public safety	349,800	2,017,597	2,099,148	(81,551)
Total expenditures	349,800	2,017,597	2,099,148	(81,551)
REVENUES OVER (UNDER) EXPENDITURES	(257,916)	(1,925,713)	(773,302)	1,152,411
Net change in fund balances	$ (257,916)	$ (1,925,713)	(773,302)	$ 1,152,411
FUND BALANCES:				
Beginning of year			6,853,246	
End of year			$ 6,079,944	

City of Ontario

Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual

Air Quality Improvement Fund

For the year ended June 30, 2025

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
REVENUES:				
Intergovernmental	$ 215,000	$ 215,000	$ 241,559	$ 26,559
Use of money and property	20,267	20,267	54,191	33,924
Total revenues	235,267	235,267	295,750	60,483
EXPENDITURES:				
Current:				
General government	16,583	16,583	14,549	2,034
Community development	25,650	25,650	-	25,650
Public works	-	471,236	1,189,758	(718,522)
Total expenditures	42,233	513,469	1,204,307	(690,838)
REVENUES OVER (UNDER) EXPENDITURES	193,034	(278,202)	(908,557)	(630,355)
OTHER FINANCING SOURCES (USES):				
Transfers out	(266)	(266)	(266)	-
Total other financing sources (uses)	(266)	(266)	(266)	-
Net change in fund balances	$ 192,768	$ (278,468)	(908,823)	$ (630,355)
FUND BALANCES:				
Beginning of year			1,281,180	
End of year			$ 372,357	

City of Ontario

Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual

Special Assessment / Fee Districts

For the year ended June 30, 2025

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
REVENUES:				
Special assessment taxes	$ 1,167,670	$ 1,167,670	$ 1,115,688	$ (51,982)
Intergovernmental	166,170	166,170	116,736	(49,434)
Charges for services	1,920,000	1,920,000	2,602,004	682,004
Use of money and property	74,430	74,430	371,589	297,159
Miscellaneous	36,000	36,000	59,912	23,912
Total revenues	3,364,270	3,364,270	4,265,929	901,659
EXPENDITURES:				
Current:				
General government	1,992,406	2,000,836	1,956,665	44,171
Public works	2,549,439	2,604,618	1,932,069	672,549
Total expenditures	4,541,845	4,605,454	3,888,734	716,720
REVENUES OVER (UNDER) EXPENDITURES	(1,177,575)	(1,241,184)	377,195	1,618,379
OTHER FINANCING SOURCES (USES):				
Transfers in	312,000	312,000	290,603	(21,397)
Transfers out	(20,191)	(20,191)	(20,191)	-
Total other financing sources (uses)	291,809	291,809	270,412	(21,397)
Net change in fund balances	$ (885,766)	$ (949,375)	647,607	$ 1,596,982
FUND BALANCES:				
Beginning of year			6,979,279	
End of year			$ 7,626,886	

City of Ontario

Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual

Grants

For the year ended June 30, 2025

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
REVENUES:				
Intergovernmental	$ -	$ 29,085,077	$ 5,699,013	$ (23,386,064)
Use of money and property	-	-	41,473	41,473
Miscellaneous	-	34,622	23,068	(11,554)
Total revenues	-	29,119,699	5,763,554	(23,356,145)
EXPENDITURES:				
Current:				
Public safety	-	5,162,172	1,708,006	3,454,166
Community development	-	16,030,442	5,197,560	10,832,882
Public works	-	7,927,085	4,144,946	3,782,139
Total expenditures	-	29,119,699	11,050,512	18,069,187
REVENUES OVER (UNDER) EXPENDITURES	-	-	(5,286,958)	(5,286,958)
Net change in fund balances	$ -	$ -	(5,286,958)	$ (5,286,958)
FUND BALANCES:				
Beginning of year			14,471,438	
End of year			$ 9,184,480	

City of Ontario

Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual

Cable Access

For the year ended June 30, 2025

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
REVENUES:				
Taxes	$ 260,000	$ 260,000	$ 193,295	$ (66,705)
Use of money and property	29,358	29,358	138,878	109,520
Total revenues	289,358	289,358	332,173	42,815
EXPENDITURES:				
Current:				
General government	52,000	52,000	64,274	(12,274)
Public safety	-	600,000	179,656	420,344
Total expenditures	52,000	652,000	243,930	408,070
REVENUES OVER (UNDER) EXPENDITURES	237,358	(362,642)	88,243	450,885
Net change in fund balances	$ 237,358	$ (362,642)	88,243	$ 450,885
FUND BALANCES:				
Beginning of year			2,626,492	
End of year			$ 2,714,735	

City of Ontario

Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual

Storm Drain Maintenance

For the year ended June 30, 2025

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
REVENUES:				
Charges for services	$ 1,530,000	$ 1,530,000	$ 1,597,405	$ 67,405
Use of money and property	7,744	7,744	40,606	32,862
Fines and forefeitures	-	-	100	100
Miscellaneous	-	-	15,319	15,319
Total revenues	1,537,744	1,537,744	1,653,430	115,686
EXPENDITURES:				
Current:				
General government	-	-	66	(66)
Public works	2,005,743	2,018,194	1,803,682	214,512
Total expenditures	2,005,743	2,018,194	1,803,748	214,446
REVENUES OVER (UNDER) EXPENDITURES	(467,999)	(480,450)	(150,318)	330,132
OTHER FINANCING SOURCES (USES):				
Transfers out	(25,583)	(25,583)	(25,583)	-
Total other financing sources (uses)	(25,583)	(25,583)	(25,583)	-
Net change in fund balances	$ (493,582)	$ (506,033)	(175,901)	$ 330,132
FUND BALANCES:				
Beginning of year			827,993	
End of year			$ 652,092	

City of Ontario

Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual

Historic Preservation

For the year ended June 30, 2025

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
REVENUES:				
Charges for services	$ -	$ -	$ 329,520	$ 329,520
Use of money and property	24,685	24,685	161,959	137,274
Total revenues	24,685	24,685	491,479	466,794
Net change in fund balances	$ 24,685	$ 24,685	491,479	$ 466,794
FUND BALANCES:				
Beginning of year			2,977,112	
End of year			$ 3,468,591	

City of Ontario

Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual

NMC Public Services

For the year ended June 30, 2025

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
REVENUES:				
Charges for services	$ -	$ -	$ 2,279,259	$ 2,279,259
Use of money and property	64,969	64,969	282,776	217,807
Total revenues	64,969	64,969	2,562,035	2,497,066
OTHER FINANCING SOURCES (USES):				
Transfers out	(3,000,000)	(3,000,000)	(3,000,000)	-
Total other financing sources (uses)	(3,000,000)	(3,000,000)	(3,000,000)	-
Net change in fund balances	$ (2,935,031)	$ (2,935,031)	(437,965)	$ 2,497,066
FUND BALANCES:				
Beginning of year			7,042,942	
End of year			$ 6,604,977	

City of Ontario

Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual

Broadband/Fiber

For the year ended June 30, 2025

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
REVENUES:				
Intergovernmental	$ -	$ 15,773	$ -	$ (15,773)
Charges for services	2,562,472	2,562,472	1,631,712	(930,760)
Use of money and property	146,386	146,386	(145,370)	(291,756)
Miscellaneous	-	20,000	188,321	168,321
Total revenues	2,708,858	2,744,631	1,674,663	(1,069,968)
EXPENDITURES:				
Current:				
General government	4,009,936	9,549,895	5,754,834	3,795,061
Debt service:				
Principal retirement	652,427	652,427	1,092,871	(440,444)
Interest and fiscal charges	627,980	627,980	78,435	549,545
Total expenditures	5,290,343	10,830,302	6,926,140	3,904,162
REVENUES OVER (UNDER) EXPENDITURES	(2,581,485)	(8,085,671)	(5,251,477)	2,834,194
OTHER FINANCING SOURCES (USES):				
Transfers out	(45,885)	(45,885)	(45,885)	-
Total other financing sources (uses)	(45,885)	(45,885)	(45,885)	-
Net change in fund balances	$ (2,627,370)	$ (8,131,556)	(5,297,362)	$ 2,834,194
FUND BALANCES:				
Beginning of year			2,710,798	
End of year			$ (2,586,564)	

City of Ontario

Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual

Affordability in Lieu

For the year ended June 30, 2025

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
REVENUES:				
Charges for services	$ 9,993,870	$ 9,993,870	$ 6,570,449	$ (3,423,421)
Use of money and property	406,362	406,362	1,319,373	913,011
Total revenues	10,400,232	10,400,232	7,889,822	(2,510,410)
EXPENDITURES:				
Current:				
Community development	-	9,808,295	12,120,619	(2,312,324)
Total expenditures	-	9,808,295	12,120,619	(2,312,324)
REVENUES OVER (UNDER) EXPENDITURES	10,400,232	591,937	(4,230,797)	(4,822,734)
Net change in fund balances	$ 10,400,232	$ 591,937	(4,230,797)	$ (4,822,734)
FUND BALANCES:				
Beginning of year			22,605,284	
End of year			$ 18,374,487	

City of Ontario

Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual

Fire Mutual Aid

For the year ended June 30, 2025

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
REVENUES:				
Intergovernmental	$ 1,875,500	$ 3,875,500	$ 4,178,794	$ 303,294
Use of money and property	7,678	7,678	93,224	85,546
Total revenues	1,883,178	3,883,178	4,272,018	388,840
EXPENDITURES:				
Current:				
Public safety	2,699,348	4,202,348	3,724,493	477,855
Total expenditures	2,699,348	4,202,348	3,724,493	477,855
REVENUES OVER (UNDER) EXPENDITURES	(816,170)	(319,170)	547,525	866,695
Net change in fund balances	$ (816,170)	$ (319,170)	547,525	$ 866,695
FUND BALANCES:				
Beginning of year			1,791,534	
End of year			$ 2,339,059	

City of Ontario

Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual

NMC CFD

For the year ended June 30, 2025

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
REVENUES:				
Special assessment taxes	$ 14,465,000	$ 14,465,000	$ 14,886,100	$ 421,100
Use of money and property	5,253	5,253	56,083	50,830
Total revenues	14,470,253	14,470,253	14,942,183	471,930
EXPENDITURES:				
Current:				
General government	14,417,000	14,417,000	14,031,917	385,083
Total expenditures	14,417,000	14,417,000	14,031,917	385,083
REVENUES OVER (UNDER) EXPENDITURES	53,253	53,253	910,266	857,013
Net change in fund balances	$ 53,253	$ 53,253	910,266	$ 857,013
FUND BALANCES:				
Beginning of year			421,936	
End of year			$ 1,332,202	

City of Ontario

Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual

OMC CFD

For the year ended June 30, 2025

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
REVENUES:				
Special assessment taxes	$ 106,000	$ 106,000	$ 112,320	$ 6,320
Use of money and property	-	-	9,138	9,138
Total revenues	106,000	106,000	121,458	15,458
EXPENDITURES:				
Current:				
General government	105,000	105,000	406,873	(301,873)
Total expenditures	105,000	105,000	406,873	(301,873)
REVENUES OVER (UNDER) EXPENDITURES	1,000	1,000	(285,415)	(286,415)
Net change in fund balances	$ 1,000	$ 1,000	(285,415)	$ (286,415)
FUND BALANCES:				
Beginning of year			295,315	
End of year			$ 9,900	

City of Ontario

Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual

Opioid Settlement

For the year ended June 30, 2025

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
REVENUES:				
Use of money and property	$ 4,314	$ 4,314	$ 45,317	$ 41,003
Miscellaneous	-	93,886	-	(93,886)
Total revenues	4,314	98,200	45,317	(52,883)
EXPENDITURES:				
Current:				
Public safety	98,200	98,200	40,095	58,105
Total expenditures	98,200	98,200	40,095	58,105
REVENUES OVER (UNDER) EXPENDITURES	(93,886)	-	5,222	5,222
Net change in fund balances	$ (93,886)	$ -	5,222	$ 5,222
FUND BALANCES:				
Beginning of year			57,554	
End of year			$ 62,776	

City of Ontario

Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual

Economic Development Activities

For the year ended June 30, 2025

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
REVENUES:				
Use of money and property	$ 270,000	$ 270,000	$ 586,170	$ 316,170
Miscellaneous	-	-	671,883	671,883
Total revenues	270,000	270,000	1,258,053	988,053
EXPENDITURES:				
Current:				
Community development	-	1,107,672	1,646,649	(538,977)
Total expenditures	-	1,107,672	1,646,649	(538,977)
REVENUES OVER (UNDER) EXPENDITURES	270,000	(837,672)	(388,596)	449,076
Net change in fund balances	$ 270,000	$ (837,672)	(388,596)	$ 449,076
FUND BALANCES:				
Beginning of year			82,567,657	
End of year			$ 82,179,061	

City of Ontario

Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual

Community Development

For the year ended June 30, 2025

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
REVENUES:				
Intergovernmental	$ 3,220,329	$ 7,192,345	$ 2,191,108	$ (5,001,237)
Use of money and property	-	-	25,252	25,252
Total revenues	3,220,329	7,192,345	2,216,360	(4,975,985)
EXPENDITURES:				
Current:				
Community development	3,220,329	7,192,345	3,967,040	3,225,305
Total expenditures	3,220,329	7,192,345	3,967,040	3,225,305
REVENUES OVER (UNDER) EXPENDITURES	-	-	(1,750,680)	(1,750,680)
Net change in fund balances	$ -	$ -	(1,750,680)	$ (1,750,680)
FUND BALANCES:				
Beginning of year, as previously stated			6,491,550	
Restatement - correction of error			(200)	
Beginning of year, as restated			6,491,350	
End of year			$ 4,740,670	

City of Ontario

Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual

Measure I

For the year ended June 30, 2025

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
REVENUES:				
Intergovernmental	$ 4,721,724	$ 33,532,318	$ 5,197,016	$ (28,335,302)
Use of money and property	270,965	270,965	844,527	573,562
Miscellaneous	-	-	651	651
Total revenues	4,992,689	33,803,283	6,042,194	(27,761,089)
EXPENDITURES:				
Current:				
Public works	7,730,000	36,903,680	6,728,046	30,175,634
Total expenditures	7,730,000	36,903,680	6,728,046	30,175,634
REVENUES OVER (UNDER) EXPENDITURES	(2,737,311)	(3,100,397)	(685,852)	2,414,545
Net change in fund balances	$ (2,737,311)	$ (3,100,397)	(685,852)	$ 2,414,545
FUND BALANCES:				
Beginning of year			8,683,646	
End of year			$ 7,997,794	

City of Ontario

Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual

Capital Projects

For the year ended June 30, 2025

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
REVENUES:				
Intergovernmental	$ -	$ 22,861,142	$ 828,124	$ (22,033,018)
Use of money and property	117,766	117,766	5,459,259	5,341,493
Miscellaneous	1,523,716	13,250,764	10,905,968	(2,344,796)
Total revenues	1,641,482	36,229,672	17,193,351	(19,036,321)
EXPENDITURES:				
Current:				
General government	-	20,000,000	4,301,779	15,698,221
Public safety	40,000	5,230,450	4,942,896	287,554
Community development	4,529,347	37,883,123	63,111,666	(25,228,543)
Public works	6,049,178	367,665,243	309,621,793	58,043,450
Debt service:				
Principal retirement	-	13,806,920	13,806,919	1
Interest and fiscal charges	-	4,080,809	4,080,808	1
Cost of issuance	-	-	1,678,335	(1,678,335)
Total expenditures	10,618,525	448,666,545	401,544,196	47,122,349
REVENUES OVER (UNDER) EXPENDITURES	(8,977,043)	(412,436,873)	(384,350,845)	28,086,028
OTHER FINANCING SOURCES (USES):				
Transfers in	40,210,000	40,210,000	40,762,532	552,532
Notes and loans issued	200,000,000	200,000,000	249,174,035	49,174,035
Total other financing sources (uses)	240,210,000	240,210,000	289,936,567	49,726,567
Net change in fund balances	$ 231,232,957	$ (172,226,873)	(94,414,278)	$ 77,812,595
FUND BALANCES:				
Beginning of year			142,668,534	
End of year			$ 48,254,256	

City of Ontario

Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual

Impact Fees

For the year ended June 30, 2025

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
REVENUES:				
Intergovernmental	$ 7,254,000	$ 7,254,000	$ -	$ (7,254,000)
Charges for services	36,075,462	36,075,462	30,184,745	(5,890,717)
Use of money and property	2,997,950	2,997,950	12,243,591	9,245,641
Miscellaneous	-	-	519	519
Total revenues	46,327,412	46,327,412	42,428,855	(3,898,557)
EXPENDITURES:				
Current:				
General government	281,600	3,778,014	802,315	2,975,699
Public safety	1,517,090	4,270,010	49,470	4,220,540
Community development	17,757,752	30,509,328	29,981,174	528,154
Public works	300,000	21,510,623	5,904,521	15,606,102
Total expenditures	19,856,442	60,067,975	36,737,480	23,330,495
REVENUES OVER (UNDER) EXPENDITURES	26,470,970	(13,740,563)	5,691,375	19,431,938
Net change in fund balances	$ 26,470,970	$ (13,740,563)	5,691,375	$ 19,431,938
FUND BALANCES:				
Beginning of year			224,980,609	
End of year			$ 230,671,984	

City of Ontario

Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual

Industrial Development Authority

For the year ended June 30, 2025

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
REVENUES:				
Use of money and property	$ -	$ -	$ 371	$ 371
Total revenues	-	-	371	371
EXPENDITURES:				
Current:				
Community development	-	-	2,362,840	(2,362,840)
Total expenditures	-	-	2,362,840	(2,362,840)
REVENUES OVER (UNDER) EXPENDITURES	-	-	(2,362,469)	2,363,211
Net change in fund balances	$ -	$ -	(2,362,469)	$ 2,363,211
FUND BALANCES:				
Beginning of year			6	
End of year			$ (2,362,463)	

City of Ontario
Internal Service Funds
Year Ended June 30, 2025

Equipment Services Fund is used to account for the financial transactions for the repair, replacement, and maintenance of all city-owned equipment. Excluded from this fund are police helicopters and city-wide computers.

Self Insurance Fund is used to account for costs of operating self insurance programs for general liability, workers' compensation, disability and unemployment.

Information Technology Fund is used to account for support for the operational departments with reliable system and information on a daily basis.

Facilities and Park Maintenance Fund is used to account for the maintenance and improvement of all city facilities including parks and city buildings.

Other Post Employment Benefits Fund is used to account for liability for all post employment benefits other than pensions.

Pension Benefit Fund is used to account for resources and liability and annual CalPERS contribution for employee retirement benefit.

Leave Liability Fund is used to account for the resources allocated and the liability for employees compensated leave liabilities.

City of Ontario
Combining Statement of Net Position
Internal Service Funds
June 30, 2025

	Equipment Services	Self Insurance	Information Technology
ASSETS			
Current Assets:			
Cash and investments	$ 24,738,332	$ 37,041,767	$ 5,146,165
Receivables:			
Accounts	103,065	547	444
Accrued interest	272,606	270,030	-
Prepaid costs	380,518	789,750	3,977,327
Deposits	-	779,101	-
Due from other funds	12,657,406	-	-
Inventories	1,282,000	-	-
Restricted:			
Cash with fiscal agent	-	-	-
Total current assets	39,433,927	38,881,195	9,123,936
Noncurrent:			
Advances to other funds	-	-	-
Capital assets:			
Nondepreciable	480,548	-	14,407,891
Depreciable	112,345,522	-	25,076,773
Less accumulated depreciation	(68,477,615)	-	(20,721,068)
Net capital assets	44,348,455	-	18,763,596
Total noncurrent assets	44,348,455	-	18,763,596
Total assets	83,782,382	38,881,195	27,887,532
DEFERRED OUTFLOWS OF RESOURCES			
Deferred pension related items	748,551	225,291	1,385,668
Deferred OPEB related items	491,748	148,002	910,294
Total deferred outflows of resources	1,240,299	373,293	2,295,962
LIABILITIES			
Current liabilities:			
Accounts payable	1,820,551	1,001,277	1,666,985
Accrued liabilities	17,661	15,751	44,170
Accrued interest	-	-	-
Deposits payable	-	5,914,603	-
Due to other funds	-	-	-
SBITA liabilities - current	-	-	1,325,399
Compensated absences - current	-	28,298	556,292
Claims and judgements - current	-	11,664,000	-
Long-term debt - current portion	366,178	-	-
Total current liabilities	2,204,390	18,623,929	3,592,846
Noncurrent liabilities:			
Advances from other funds	-	-	-
SBITA liabilities	-	-	1,003,190
Compensated absences	504,285	27,849	547,462
Claims and judgements	-	34,495,000	-
Net pension liability	1,189,838	358,107	2,202,548
Net OPEB liability	484,562	145,840	896,992
Long-term debt	1,001,486	-	-
Total noncurrent liabilities	3,180,171	35,026,796	4,650,192
Total liabilities	5,384,561	53,650,725	8,243,038
DEFERRED INFLOWS OF RESOURCES			
Deferred pension related items	22,644	6,816	41,914
Deferred OPEB related items	1,285,668	386,950	2,379,940
Total deferred inflows of resources	1,308,312	393,766	2,421,854
NET POSITION			
Net investment in capital assets	44,348,455	-	18,763,596
Unrestricted	33,981,353	(14,790,003)	755,006
Total net position	$ 78,329,808	$ (14,790,003)	$ 19,518,602

Facility Maintenance	Other Post Employment Benefits	Pension Benefits Fund	Leave Liability Fund	Totals
$ -	$ 6,205,176	$ 16,925,840	$ 11,728,925	$ 101,786,205
964	7,234,438	-	-	7,339,458
-	45,235	180,238	94,763	862,872
246,408	-	-	-	5,394,003
-	-	-	-	779,101
-	-	7,798,234	1,270,219	21,725,859
-	-	-	-	1,282,000
158,077	-	-	-	158,077
405,449	13,484,849	24,904,312	13,093,907	139,327,575
-	-	55,000,000	4,996,588	59,996,588
27,074,335	-	-	-	41,962,774
23,573,051	-	-	-	160,995,346
(11,031,196)	-	-	-	(100,229,879)
39,616,190	-	-	-	102,728,241
39,616,190	-	55,000,000	4,996,588	162,724,829
40,021,639	13,484,849	79,904,312	18,090,495	302,052,404
639,540	-	-	-	2,999,050
420,136	9,787,260	-	-	11,757,440
1,059,676	9,787,260	-	-	14,756,490
1,472,705	4,263	-	-	5,965,781
12,663	-	-	-	90,245
109,508	-	654,024	-	763,532
-	-	-	-	5,914,603
1,258,706	-	-	-	1,258,706
-	-	-	-	1,325,399
121,840	-	-	20,471,416	21,177,846
-	-	-	-	11,664,000
1,683,402	-	7,620,000	-	9,669,580
4,658,824	4,263	8,274,024	20,471,416	57,829,692
-	-	85,607,767	-	85,607,767
-	-	-	-	1,003,190
119,906	-	-	19,572,205	20,771,707
-	-	-	-	34,495,000
1,016,561	-	-	-	4,767,054
413,996	9,644,218	-	-	11,585,608
25,727,092	-	203,535,000	-	230,263,578
27,277,555	9,644,218	289,142,767	19,572,205	388,493,904
31,936,379	9,648,481	297,416,791	40,043,621	446,323,596
19,345	-	-	-	90,719
1,098,434	25,588,511	-	-	30,739,503
1,117,779	25,588,511	-	-	30,830,222
12,363,773	-	-	-	75,475,824
(4,336,616)	(11,964,883)	(217,512,479)	(21,953,126)	(235,820,748)
$ 8,027,157	$ (11,964,883)	$ (217,512,479)	$ (21,953,126)	$ (160,344,924)

City of Ontario

Combining Statement of Revenues, Expenses and Changes in Net Position

Internal Service Funds

For the year ended June 30, 2025

	Equipment Services	Self Insurance	Information Technology
OPERATING REVENUES:			
Interdepartamental charges	$ 17,961,720	$ 15,313,649	$ 28,920,144
Miscellaneous	6,267,257	44,293	(94,730)
Total operating revenues	24,228,977	15,357,942	28,825,414
OPERATING EXPENSES:			
Administration and general	4,362,936	29,407,271	19,781,245
Source and supply	13,514,054	-	-
Claims expense	-	728,935	-
Depreciation expense	8,053,251	-	4,483,247
Total operating expenses	25,930,241	30,136,206	24,264,492
Operating income (loss)	(1,701,264)	(14,778,264)	4,560,922
NONOPERATING REVENUES (EXPENSES):			
Interest revenue	2,195,482	1,976,287	256,898
Interest expense	(30,972)	-	(151,478)
Total nonoperating revenues (expenses)	2,164,510	1,976,287	105,420
Income before contributions and transfers	463,246	(12,801,977)	4,666,342
CONTRIBUTIONS AND TRANSFERS:			
Transfers in	3,200,000	-	-
Transfers out	(115,091)	(31,876)	(217,299)
Total contributions and transfers	3,084,909	(31,876)	(217,299)
Change in net position	3,548,155	(12,833,853)	4,449,043
NET POSITION:			
Beginning of year	$ 75,028,092	$ (1,955,934)	$ 15,494,866
Restatement - implementation of GASB 101	(166,427)	(216)	(155,953)
Restatement - correction of error	(80,012)	-	(269,354)
Beginning of year, as restated	74,781,653	(1,956,150)	15,069,559
End of year	$ 78,329,808	$ (14,790,003)	$ 19,518,602

Facility Maintenance	Other Post Employment Benefits	Pension Benefits Fund	Leave Liability Fund	Totals
$ 9,055,456	$ -	$ 25,475,895	$ 20,169,377	$ 116,896,241
38,661	7,234,436	-	-	13,489,917
9,094,117	7,234,436	25,475,895	20,169,377	130,386,158
9,606,124	(1,567,799)	1,311	31,787,812	93,378,900
-	-	-	-	13,514,054
-	-	-	-	728,935
1,391,979	-	-	-	13,928,477
10,998,103	(1,567,799)	1,311	31,787,812	121,550,366
(1,903,986)	8,802,235	25,474,584	(11,618,435)	8,835,792
91,102	264,471	2,832,340	791,976	8,408,556
(682,069)	-	(11,809,462)	-	(12,673,981)
(590,967)	264,471	(8,977,122)	791,976	(4,265,425)
(2,494,953)	9,066,706	16,497,462	(10,826,459)	4,570,367
-	6,276,042	-	-	9,476,042
(619,902)	-	-	-	(984,168)
(619,902)	6,276,042	-	-	8,491,874
(3,114,855)	15,342,748	16,497,462	(10,826,459)	13,062,241
$ 11,184,753	$ (27,307,631)	$ (234,009,941)	$ (4,272,381)	$ (165,838,176)
(42,741)	-	-	(6,854,286)	(7,219,623)
-	-	-	-	(349,366)
11,142,012	(27,307,631)	(234,009,941)	(11,126,667)	(173,407,165)
$ 8,027,157	$ (11,964,883)	$ (217,512,479)	$ (21,953,126)	$ (160,344,924)

City of Ontario
Combining Statement of Cash Flows
Internal Service Funds
For the year ended June 30, 2025

	Equipment Services	Self Insurance	Information Technology
CASH FLOWS FROM OPERATING ACTIVITIES:			
Cash received from/(paid to) interfund services	$ 24,664,778	$ 15,389,676	$ 29,100,895
Cash paid to suppliers for goods and services	(16,515,895)	8,195,945	(1,787,454)
Cash paid to employees for services	(4,658,561)	(29,521,890)	(19,874,136)
Net cash provided by (used in) operating activities	3,490,322	(5,936,269)	7,439,305
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:			
Cash transfers in	3,200,000	-	-
Cash transfers out	(115,091)	(31,876)	(217,299)
Due to/(from) other funds	(12,657,406)	-	-
Advances to other funds	-	-	-
Advance from other funds	10,247,305	8,600,884	-
Interest paid on pension obligation bonds	-	-	-
Principal paid on pension obligation bonds	-	-	-
Net cash provided by (used in) noncapital financing activities	674,808	8,569,008	(217,299)
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:			
Acquisition and construction of capital assets	(16,706,176)	-	(5,156,967)
Interest paid on capital debt	(30,972)	-	(151,478)
Principal paid on debt	227,262	-	-
Proceed from issuance of SBITAs	-	-	-
Principal paid on SBITAs	-	-	(1,385,795)
Net cash provided by (used in) capital and related financing activities	(16,509,886)	-	(6,694,240)
CASH FLOWS FROM INVESTING ACTIVITIES:			
Interest received	2,161,094	1,948,566	256,898
Net cash provided by (used in) investing activities	2,161,094	1,948,566	256,898
Net cash flows	(10,183,662)	4,581,305	784,664
CASH AND INVESTMENTS - Beginning of year	34,921,994	32,460,462	4,361,501
CASH AND INVESTMENTS - End of year	$ 24,738,332	$ 37,041,767	$ 5,146,165
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES:			
Operating income (loss)	$ (1,701,264)	$ (14,778,264)	$ 4,560,922
Adjustments to reconcile operating income (loss) to net cash provided by (used in) operating activities:			
Depreciation	8,053,251	-	4,483,247
(Increase) decrease in accounts receivable	435,801	31,734	275,481
(Increase) decrease in prepaid expense	(380,518)	(786,839)	(1,286,348)
(Increase) decrease in deposits	-	308,854	-
(Increase) decrease in inventories	132,947	-	-
Increase (decrease) in accounts payable	(2,665,105)	24,682	(345,989)
Increase (decrease) in accrued liabilities	(89,165)	2,580	(155,117)
Increase (decrease) in deposits payable	-	5,914,603	-
Increase (decrease) in claims and judgements	-	3,461,000	-
Increase (decrease) in compensated absences	62,484	28,997	145,815
Increase (decrease) in net pension liability	(242,155)	(97,315)	(159,066)
Increase (decrease) in deferred pension related items	400,832	139,866	514,442
Increase (decrease) in OPEB liability	(285,385)	(99,030)	(372,792)
Increase (decrease) in deferred OPEB related items	(231,401)	(87,137)	(221,290)
Net cash provided by (used in) operating activities	$ 3,490,322	$ (5,936,269)	$ 7,439,305

Facility Maintenance	Other Post Employment Benefits	Pension Benefits Fund	Leave Liability Fund	Totals
$ 9,094,038	$ 6,645,519	$ 25,475,895	$ 20,169,377	$ 130,540,178
180,136	3,339	(4,485,431)	-	(14,409,360)
(11,628,706)	(7,532,373)	(1,311)	(20,738,360)	(93,955,337)
(2,354,532)	(883,515)	20,989,153	(568,983)	22,175,481
-	6,276,042	-	-	9,476,042
(619,902)	-	-	-	(984,168)
1,258,706	-	(7,798,234)	(1,270,219)	(20,467,153)
-	-	(2,614,320)	(4,996,588)	(7,610,908)
-	-	-	-	18,848,189
-	-	(11,809,505)	-	(11,809,505)
-	-	(6,660,000)	-	(6,660,000)
638,804	6,276,042	(28,882,059)	(6,266,807)	(19,207,503)
(525,517)	-	-	-	(22,388,660)
(684,855)	-	-	-	(867,305)
(1,646,792)	-	-	-	(1,419,530)
-	-	-	-	-
-	-	-	-	(1,385,795)
(2,857,164)	-	-	-	(26,061,290)
121,512	223,252	2,802,083	818,142	8,331,547
121,512	223,252	2,802,083	818,142	8,331,547
(4,451,380)	5,615,779	(5,090,823)	(6,017,648)	(14,761,765)
4,609,457	589,397	22,016,663	17,746,573	116,706,047
$ 158,077	$ 6,205,176	$ 16,925,840	$ 11,728,925	$ 101,944,282
$ (1,903,986)	$ 8,802,235	$ 25,474,584	$ (11,618,435)	$ 8,835,792
1,391,979	-	-	-	13,928,477
(79)	(588,917)	-	-	154,020
(246,408)	-	-	-	(2,700,113)
-	-	-	-	308,854
-	-	-	-	132,947
480,351	3,339	(4,485,431)	-	(6,988,153)
(53,807)	-	-	-	(295,509)
-	-	-	-	5,914,603
-	-	-	-	3,461,000
42,424	-	-	11,049,452	11,329,172
(1,406,089)	-	-	-	(1,904,625)
1,286,026	-	-	-	2,341,166
(888,604)	(5,171,599)	-	-	(6,817,410)
(1,056,339)	(3,928,573)	-	-	(5,524,740)
$ (2,354,532)	$ (883,515)	$ 20,989,153	$ (568,983)	$ 22,175,481

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City of Ontario
Custodial Funds
Year Ended June 30, 2025

West End Communications Authority Fund is used to account for the financial activities of the 7 member, now dissolved, JPA Board with the purpose of providing a cooperative voluntary association, to establish, operate and maintain a consolidated 800 MHZ communication system designed to serve public safety agencies throughout the western end of San Bernardino County, California.

Assessment District Bond Redemption Fund is used to account for the financial activities of old Community Facilities Districts, these funds are the older version of modern CFD funds, the City is the fiduciary for any special tax levies used for bond payments, services, and facilities.

Sanitary Collection Treatment Fund is used to account for the collection of wastewater fees, some of which are collected on behalf of Inland Empire Utilities Agency and then passed through as payments to them.

West End Fire Emergency Response Commission Fund is used to account for the financial activities of the five member Commission formed by a JPA for which Ontario is the treasurer. The Commission was established as a hazardous materials response team to carry out the abatement and emergency control of hazardous waste conditions and to stabilize such conditions until they can be turned over to the County Environmental Health Department.

Animal Resource Center of the Inland Empire Fund is used to account for the financial activities of the four member Animal Resource Control of the Inland Empire for which Ontario is the treasurer.

NMC CFD Funds are used to account for newly created Ontario Ranch Areas special tax districts with imposed tax on properties to fund services, public improvements or infrastructure.

OMC CFD Funds are used to account for established Ontario Area with special tax districts with imposed tax on properties to funds services, public improvements or infrastructure.

CFD Funds are used to account for the purpose of financing public improvement services , the services may include streets, water, sewage, electrical, schools, or parks and other public services to newly developed areas.

City of Ontario
Combining Statement of Fiduciary Net Position
Custodial Funds
For the year ended June 30, 2025

	West End Communications Authority	Assessment District Bond Redemption	Sanitary Collection Treatment	West End Fire and Emergency Response Commission
ASSETS				
Cash and investments	$ 1,505,723	$ 227,663	$ 64,147,032	$ 943,990
Receivables:				
Accounts	-	-	-	-
Taxes	-	-	-	-
Accrued interest	10,977	171	-	6,882
Prepaid costs	286	-	-	-
Restricted assets:				
Cash and investments with fiscal agents	-	-	-	-
Total assets	1,516,986	227,834	64,147,032	950,872
LIABILITIES				
Accounts payable	-	-	-	8,700
Deposits payable	-	-	-	-
Due to other governments	-	-	47,543,967	-
Total liabilities	-	-	47,543,967	8,700
NET POSITION				
Restricted for:				
Individuals, organizations, and other governments	1,516,986	227,834	16,603,065	942,172
Total Net Position	$ 1,516,986	$ 227,834	$ 16,603,065	$ 942,172

Animal Resource Center	NMC CFD #28	NMC CFD #30	NMC CFD #34	NMC CFD #24	NMC CFD #25
$ 3,525,559	$ -	$ -	$ -	$ -	$ 1
5,454,914	-	-	-	-	-
-	49,209	62,821	36,986	75,353	42,252
-	5,119	6,811	3,838	(2,025)	4,400
76,951	-	-	-	-	-
-	1,821,122	2,423,476	1,363,953	2,442,315	1,572,246
9,057,424	1,875,450	2,493,108	1,404,777	2,515,643	1,618,899
2,184,585	-	3,533	3,533	3,533	3,533
3,739,172	-	-	-	-	-
4,862,348	96,576	142,931	100,384	204,966	159,766
10,786,105	96,576	146,464	103,917	208,499	163,299
(1,728,681)	1,778,874	2,346,644	1,300,860	2,307,144	1,455,600
$ (1,728,681)	$ 1,778,874	$ 2,346,644	$ 1,300,860	$ 2,307,144	$ 1,455,600

City of Ontario
Combining Statement of Fiduciary Net Position
Custodial Funds (Continued)
For the year ended June 30, 2025

	NMC CFD #26	NMC CFD #31	NMC CFD #39	OMC CFD #13
ASSETS				
Cash and investments	$ -	$ 136,546	$ -	$ 221,551
Receivables:				
Accounts	-	-	-	-
Taxes	43,283	28,532	28,013	-
Accrued interest	4,652	4,505	3,793	4,363
Prepaid costs	-	-	-	-
Restricted assets:				
Cash and investments with fiscal agents	1,507,820	1,177,749	1,282,052	976,913
Total assets	1,555,755	1,347,332	1,313,858	1,202,827
LIABILITIES				
Accounts payable	-	3,559	3,533	3,533
Deposits payable	500	-	16,385	49,226
Due to other governments	161,298	89,656	89,656	-
Total liabilities	161,798	93,215	109,574	52,759
NET POSITION				
Restricted for:				
Individuals, organizations, and other governments	1,393,957	1,254,117	1,204,284	1,150,068
Total Net Position	$ 1,393,957	$ 1,254,117	$ 1,204,284	$ 1,150,068

NMC CFD #38	NMC CFD #40	NMC CFD #43	NMC CFD #45	NMC CFD #33	NMC CFD #46
$ -	$ -	$ -	$ 3,814,735	$ -	$ -
-	-	-	-	-	-
60,148	33,093	68,566	49,539	31,963	36,774
6,782	6,931	9,792	3,972	2,844	1,578
-	-	-	-	-	-
2,094,147	2,453,170	3,465,092	2,730,023	1,346,083	1,257,378
2,161,077	2,493,194	3,543,450	6,598,269	1,380,890	1,295,730
3,533	109,813	3,533	3,559	3,533	3,533
19,557	2,777	1,027	21,874	6,319	-
117,675	108,764	138,187	-	98,881	4,003,501
140,765	221,354	142,747	25,433	108,733	4,007,034
2,020,312	2,271,840	3,400,703	6,572,836	1,272,157	(2,711,304)
$ 2,020,312	$ 2,271,840	$ 3,400,703	$ 6,572,836	$ 1,272,157	$ (2,711,304)

City of Ontario
Combining Statement of Fiduciary Net Position
Custodial Funds (Continued)
For the year ended June 30, 2025

	NMC CFD #41	NMC CFD #42	NMC CFD #53	NMC CFD #54
ASSETS				
Cash and investments	$ -	$ -	$ -	$ -
Receivables:				
Accounts	-	-	-	-
Taxes	59,644	42,270	95,022	31,511
Accrued interest	5,049	17,310	(1,795)	149
Prepaid costs	-	-	-	-
Restricted assets:				
Cash and investments with fiscal agents	4,252,710	5,407,442	3,013,744	1,109,256
Total assets	4,317,403	5,467,022	3,106,971	1,140,916
LIABILITIES				
Accounts payable	3,533	3,533	3,533	3,533
Deposits payable	-	15,149	-	177
Due to other governments	128,782	91,425	160,259	98,840
Total liabilities	132,315	110,107	163,792	102,550
NET POSITION				
Restricted for:				
Individuals, organizations, and other governments	4,185,088	5,356,915	2,943,179	1,038,366
Total Net Position	$ 4,185,088	$ 5,356,915	$ 2,943,179	$ 1,038,366

NMC CFD #55	NMC CFD #57	NMC CFD #35	NMC CFD #56	NMC CFD #61	NMC CFD #65
$ -	$ -	$ 127,393	$ -	$ 8,438	$ 311,287
-	-	-	-	-	-
51,170	67,727	23,183	78,140	-	2,068
36,163	6,116	31,528	8,869	-	-
-	-	-	-	-	-
11,175,160	1,890,103	9,742,964	2,740,748	-	-
11,262,493	1,963,946	9,925,068	2,827,757	8,438	313,355
3,559	3,559	3,533	3,559	-	2,302
5,153	-	-	(17,768)	8,438	(374)
110,894	115,396	-	159,355	-	-
119,606	118,955	3,533	145,146	8,438	1,928
11,142,887	1,844,991	9,921,535	2,682,611	-	311,427
$ 11,142,887	$ 1,844,991	$ 9,921,535	$ 2,682,611	$ -	$ 311,427

City of Ontario
Combining Statement of Fiduciary Net Position
Custodial Funds (Continued)
For the year ended June 30, 2025

	NMC CFD #66	NMC CFD #64	NMC CFD #67	NMC CFD #52
ASSETS				
Cash and investments	$ -	$ -	$ 75,000	$ 223,846
Receivables:				
Accounts	-	-	-	-
Taxes	15,108	23,625	-	-
Accrued interest	36,970	103,649	-	-
Prepaid costs	-	-	-	3,930
Restricted assets:				
Cash and investments with fiscal agents	11,425,910	32,036,639	-	-
Total assets	11,477,988	32,163,913	75,000	227,776
LIABILITIES				
Accounts payable	-	3,559	-	2,567
Deposits payable	-	-	75,000	-
Due to other governments	37,300	32,533	-	-
Total liabilities	37,300	36,092	75,000	2,567
NET POSITION				
Restricted for:				
Individuals, organizations, and other governments	11,440,688	32,127,821	-	225,209
Total Net Position	$ 11,440,688	$ 32,127,821	$ -	$ 225,209

NMC CFD #68	NMC CFD #69	NMC CFD #70	NMC CFD #71	NMC CFD #60	NMC CFD #59
$ -	$ 47,709	$ 50,000	$ 118,265	$ 8,696	$ 9,491
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
187	-	-	669	-	-
-	-	-	-	-	-
187	47,709	50,000	118,934	8,696	9,491
-	2,665	-	2,302	-	-
-	45,044	50,000	-	8,696	9,491
187	-	-	-	-	-
187	47,709	50,000	2,302	8,696	9,491
-	-	-	116,632	-	-
$ -	$ -	$ -	$ 116,632	$ -	$ -

City of Ontario
Combining Statement of Fiduciary Net Position
Custodial Funds (Continued)
For the year ended June 30, 2025

	NMC CFD #62	NMC CFD #27	NMC CFD #32	NMC CFD #47
ASSETS				
Cash and investments	$ 9,505	$ 10,420	$ 2,463	$ 6,937
Receivables:				
Accounts	-	-	-	-
Taxes	-	-	-	-
Accrued interest	-	-	-	-
Prepaid costs	-	-	-	-
Restricted assets:				
Cash and investments with fiscal agents	-	-	-	-
Total assets	9,505	10,420	2,463	6,937
LIABILITIES				
Accounts payable	-	-	-	-
Deposits payable	9,505	10,420	2,463	6,937
Due to other governments	-	-	-	-
Total liabilities	9,505	10,420	2,463	6,937
NET POSITION				
Restricted for:				
Individuals, organizations, and other governments	-	-	-	-
Total Net Position	$ -	$ -	$ -	$ -

NMC CFD #48	NMC CFD #50	NMC CFD #51	NMC CFD #72	NMC CFD #73	NMC CFD #74
$ 540	$ -	$ 4,013	$ 14,343	$ 12,410	$ 50,000
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
540	-	4,013	14,343	12,410	50,000
-	-	-	-	-	5,420
540	-	4,013	16,482	16,910	44,580
-	-	-	-	-	-
540	-	4,013	16,482	16,910	50,000
-	-	-	(2,139)	(4,500)	-
$ -	$ -	$ -	$ (2,139)	$ (4,500)	$ -

City of Ontario
Combining Statement of Fiduciary Net Position
Custodial Funds (Continued)
For the year ended June 30, 2025

	NMC CFD #75	NMC CFD #76	NMC CFD #77	Total Custodial Funds
ASSETS				
Cash and investments	$ 59,510	$ 75,000	$ 75,000	$ 75,823,066
Receivables:				
Accounts	-	-	-	5,454,914
Taxes	-	-	-	1,136,000
Accrued interest	-	-	-	329,393
Prepaid costs	-	-	-	82,023
Restricted assets:				
Cash and investments with fiscal agents	-	-	-	110,708,215
Total assets	59,510	75,000	75,000	193,533,611
LIABILITIES				
Accounts payable	37,391	1,059	1,364	2,432,517
Deposits payable	26,092	73,941	73,636	4,341,362
Due to other governments	-	-	-	58,853,527
Total liabilities	63,483	75,000	75,000	65,627,406
NET POSITION				
Restricted for:				
Individuals, organizations, and other governments	(3,973)	-	-	127,906,205
Total Net Position	$ (3,973)	$ -	$ -	$ 127,906,205

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City of Ontario
Combining Statement of Changes in Fiduciary Net Position
Custodial Funds
For the year ended June 30, 2025

	West End Communications Authority	Assessment District Bond Redemption	Sanitary Collection Treatment	West End Fire and Emergency Response Commission
ADDITIONS:				
Taxes	$ -	$ -	$ -	$ -
Interest and change in fair value of investments	76,466	935	-	46,938
Fee collections for other governments	-	-	-	100,000
Bond proceeds and premiums	-	-	-	-
Total additions	76,466	935	-	146,938
DEDUCTIONS:				
Administrative expenses	10,119	-	-	77,685
Payments on conduit bonds - principal	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total deductions	10,119	-	-	77,685
Change in net position	66,347	935	-	69,253
NET POSITION:				
Beginning of year	1,450,639	226,899	16,603,065	872,919
End of year	$ 1,516,986	$ 227,834	$ 16,603,065	$ 942,172

Animal Resource Center	NMC CFD #28	NMC CFD #30	NMC CFD #34	NMC CFD #24	NMC CFD #25
$ -	$ 689,049	$ 968,371	$ 538,896	$ 1,080,646	$ 662,702
-	69,540	87,884	50,202	98,551	59,419
5,562,354	42,257	58,979	33,159	65,967	40,810
-	-	-	-	-	-
5,562,354	800,846	1,115,234	622,257	1,245,164	762,931
7,226,037	60,578	65,580	65,580	229,989	254,265
64,998	200,000	315,000	175,000	375,000	160,000
-	356,369	476,119	275,806	607,694	355,925
7,291,035	616,947	856,699	516,386	1,212,683	770,190
(1,728,681)	183,899	258,535	105,871	32,481	(7,259)
-	1,594,975	2,088,109	1,194,989	2,274,663	1,462,859
$ (1,728,681)	$ 1,778,874	$ 2,346,644	$ 1,300,860	$ 2,307,144	$ 1,455,600

City of Ontario
Combining Statement of Changes in Fiduciary Net Position
Custodial Funds (Continued)
For the year ended June 30, 2025

	NMC CFD #26	NMC CFD #31	NMC CFD #39	OMC CFD #13
ADDITIONS:				
Taxes	$ 705,834	$ 393,371	$ 406,916	$ 308,437
Interest and change in fair value of investments	57,053	45,101	47,520	48,121
Fee collections for other governments	41,852	24,338	25,189	-
Bond proceeds and premiums	-	-	-	-
Total additions	804,739	462,810	479,625	356,558
DEDUCTIONS:				
Administrative expenses	251,178	64,443	67,247	41,087
Payments on conduit bonds - principal	170,000	115,000	105,000	145,000
Interest and fiscal charges	366,300	189,443	184,688	114,300
Total deductions	787,478	368,886	356,935	300,387
Change in net position	17,261	93,924	122,690	56,171
NET POSITION:				
Beginning of year	1,376,696	1,160,193	1,081,594	1,093,897
End of year	$ 1,393,957	$ 1,254,117	$ 1,204,284	$ 1,150,068

NMC CFD #38	NMC CFD #40	NMC CFD #43	NMC CFD #45	NMC CFD #33	NMC CFD #46
$ 805,934	$ 496,498	$ 1,084,472	$ 660,236	$ 497,575	$ 539,257
77,720	95,935	130,816	108,827	47,482	51,585
49,002	30,563	66,780	39,537	30,916	33,566
-	-	-	-	-	-
932,656	622,996	1,282,068	808,600	575,973	624,408
69,597	106,996	68,963	318,203	69,327	373,495
200,000	130,000	320,000	175,000	115,000	135,000
439,169	236,750	581,700	320,550	257,350	271,900
708,766	473,746	970,663	813,753	441,677	780,395
223,890	149,250	311,405	(5,153)	134,296	(155,987)
1,796,422	2,122,590	3,089,298	6,577,989	1,137,861	(2,555,317)
$ 2,020,312	$ 2,271,840	$ 3,400,703	$ 6,572,836	$ 1,272,157	$ (2,711,304)

City of Ontario

Combining Statement of Changes in Fiduciary Net Position

Custodial Funds (Continued)

For the year ended June 30, 2025

	NMC CFD #41	NMC CFD #42	NMC CFD #53	NMC CFD #54
ADDITIONS:				
Taxes	$ 963,214	$ 590,155	$ 1,480,944	$ 499,335
Interest and change in fair value of investments	165,405	220,529	106,734	39,577
Fee collections for other governments	58,828	36,406	90,318	28,979
Bond proceeds and premiums	-	-	-	-
Total additions	1,187,447	847,090	1,677,996	567,891
DEDUCTIONS:				
Administrative expenses	88,939	118,554	68,963	92,256
Payments on conduit bonds - principal	255,000	115,000	420,000	105,000
Interest and fiscal charges	532,100	336,688	833,600	273,225
Total deductions	876,039	570,242	1,322,563	470,481
Change in net position	311,408	276,848	355,433	97,410
NET POSITION:				
Beginning of year	3,873,680	5,080,067	2,587,746	940,956
End of year	$ 4,185,088	$ 5,356,915	$ 2,943,179	$ 1,038,366

NMC CFD #55	NMC CFD #57	NMC CFD #35	NMC CFD #56	NMC CFD #61	NMC CFD #65
$ 770,452	$ 990,391	$ 897,252	$ 1,533,544	$ -	$ 327,755
458,894	63,553	464,665	463,257	-	-
46,495	59,629	17,521	71,500	-	-
-	-	11,757,435	-	-	-
1,275,841	1,113,573	13,136,873	2,068,301	-	327,755
69,015	69,015	806,301	8,746,188	-	16,328
140,000	215,000	-	275,000	-	-
461,750	596,475	358,576	1,010,313	-	-
670,765	880,490	3,471,892	15,886,705	-	16,328
605,076	233,083	9,664,981	(13,818,404)	-	311,427
10,537,811	1,611,908	256,554	16,501,015	-	-
$ 11,142,887	$ 1,844,991	$ 9,921,535	$ 2,682,611	$ -	$ 311,427

City of Ontario
Combining Statement of Changes in Fiduciary Net Position
Custodial Funds (Continued)
For the year ended June 30, 2025

	NMC CFD #66	NMC CFD #64	NMC CFD #67	NMC CFD #52
ADDITIONS:				
Taxes	$ 826,318	$ 1,889,438	$ -	$ 235,397
Interest and change in fair value of investments	439,876	700,738	-	-
Fee collections for other governments	5,285	6,108	-	-
Bond proceeds and premiums	10,691,797	29,247,925	-	-
Total additions	11,963,276	31,844,209	-	235,397
DEDUCTIONS:				
Administrative expenses	582,625	713,331	-	10,188
Payments on conduit bonds - principal	-	-	-	-
Interest and fiscal charges	320,408	-	-	-
Total deductions	903,033	713,331	-	10,188
Change in net position	11,060,243	31,130,878	-	225,209
NET POSITION:				
Beginning of year	380,445	996,943	-	-
End of year	$ 11,440,688	$ 32,127,821	$ -	$ 225,209

NMC CFD #68	NMC CFD #69	NMC CFD #70	NMC CFD #71	NMC CFD #60	NMC CFD #59
$ -	$ -	$ -	$ 132,960	$ -	$ -
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	132,960	-	-
-	-	-	16,328	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	16,328	-	-
-	-	-	116,632	-	-
-	-	-	-	-	-
$ -	$ -	$ -	$ 116,632	$ -	$ -

City of Ontario
Combining Statement of Changes in Fiduciary Net Position
Custodial Funds (Continued)
For the year ended June 30, 2025

	NMC CFD #62	NMC CFD #27	NMC CFD #32	NMC CFD #47
ADDITIONS:				
Taxes	$ -	$ -	$ -	$ -
Interest and change in fair value of investments	-	-	-	-
Fee collections for other governments	-	-	-	-
Bond proceeds and premiums	-	-	-	-
Total additions	-	-	-	-
DEDUCTIONS:				
Administrative expenses	-	-	-	-
Payments on conduit bonds - principal	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total deductions	-	-	-	-
Change in net position	-	-	-	-
NET POSITION:				
Beginning of year	-	-	-	-
End of year	$ -	$ -	$ -	$ -

NMC CFD #48	NMC CFD #50	NMC CFD #51	NMC CFD #72	NMC CFD #73	NMC CFD #74
$ -	$ -	$ -	$ -	$ -	$ -
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	2,139	4,500	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	2,139	4,500	-
-	-	-	(2,139)	(4,500)	-
-	-	-	-	-	-
$ -	$ -	$ -	$ (2,139)	$ (4,500)	$ -

City of Ontario
Combining Statement of Changes in Fiduciary Net Position
Custodial Funds (Continued)
For the year ended June 30, 2025

	NMC CFD #75	NMC CFD #76	NMC CFD #77	Total Custodial Funds
ADDITIONS:				
Taxes	$ -	$ -	$ -	$ 20,975,349
Interest and change in fair value of investments	-	-	-	4,323,323
Fee collections for other governments	-	-	-	6,666,338
Bond proceeds and premiums	-	-	-	51,697,157
Total additions	-	-	-	83,662,167
DEDUCTIONS:				
Administrative expenses	3,973	-	-	20,829,012
Payments on conduit bonds - principal	-	-	-	4,424,998
Interest and fiscal charges	-	-	-	9,757,198
Total deductions	3,973	-	-	43,173,427
Change in net position	(3,973)	-	-	40,488,740
NET POSITION:				
Beginning of year	-	-	-	87,417,465
End of year	$ (3,973)	$ -	$ -	$ 127,906,205

STATISTICAL SECTION

STATISTICAL SECTION

STATISTICAL SECTION

The statistical section of the City's annual comprehensive financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the City's overall financial health.

Financial Trends

These schedules contain trend information to help the reader understand how the City's financial performance and well-being have changed over time:

Schedule 1 - Net Position by Component
Schedule 2 - Changes in Net Position
Schedule 3 - Changes in Fund Balances, Governmental Funds
Schedule 4 - Fund Balances, Governmental Funds

Revenue Capacity

These schedules contain trend information to help the readers assess the factors affecting the City's most significant local revenue sources: property taxes and sales taxes.

Schedule 5 - Assessed Value and Estimated Actual Value of Taxable Property
Schedule 6 - Direct and Overlapping Property Tax Rates
Schedule 7 - Principal Property Taxpayers
Schedule 8 - Property Tax Levies and Collections
Schedule 9 - Taxable Sales by Category
Schedule 10 - Direct and Overlapping Sales Tax Rates
Schedule 11 - Sales Tax Revenue Payers by Industry

Debt Capacity

These schedules present information to help the reader assess the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future.

Schedule 12 - Ratio of Outstanding Debt by Type
Schedule 13 - Ratio of General Bonded Debt Outstanding
Schedule 14 - Direct and Overlapping Governmental Activities Debt
Schedule 15 - Legal Debt Margin Information
Schedule 16 - Pledged Revenue Coverage

Demographic and Economic Information

These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place and to help make comparisons over time and with other governments.

Schedule 17 - Demographic and Economic Statistics
Schedule 18 - Principal Employers

Operating Information

These schedules contain information about the City's operations and resources to help the reader understand how the City's financial information relates to the services the City provides and the activities it performs.

Schedule 19 - Full-Time City Government Employees by Function
Schedule 20 - Operating Indicators by Function/Program
Schedule 21 - Capital Asset Statistics by Function/Program

Schedule 1

City of Ontario
Net Position by Component
Last Ten Fiscal Years
(accrual basis of accounting)

	Fiscal Year									
	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Governmental activities										
Net investment in capital assets	$ 908,309,555	$ 940,354,455	$ 950,420,687	$ 961,901,972	$ 997,856,845	$ 1,076,360,215	$ 1,106,500,917	$ 1,238,624,381	$ 1,164,144,444	$ 1,199,278,053
Restricted	156,425,046	168,765,518	173,159,152	204,484,800	215,606,868	258,821,167	234,997,596	293,850,201	240,676,281	297,331,736
Unrestricted	(1,666,599)	179,846,318	16,250,642	95,440,937	59,045,553	10,883,859	170,115,808	74,581,221	213,055,502	176,680,025
Total governmental activities net position	$ 1,063,068,002	$ 1,288,966,291	$ 1,139,830,481	$ 1,261,827,709	$ 1,272,509,266	$ 1,346,065,241	$ 1,511,614,321	$ 1,607,055,803	$ 1,617,876,227	$ 1,673,289,814
Business-type activities										
Net investment in capital assets	$ 136,336,952	$ 143,660,797	$ 161,791,743	$ 184,562,565	$ 182,086,718	$ 163,989,647	$ 143,491,186	$ 163,972,854	$ 106,940,542	$ 157,705,335
Restricted	1,528,395	369	373	378	3,140,719	3,171,019	371,996	3,804,526	108,926	47,470,945
Unrestricted	299,336,371	329,045,082	345,926,734	298,224,116	301,316,946	312,160,529	333,795,739	354,639,967	377,727,598	336,903,825
Total business-type activities net position	$ 437,201,718	$ 472,706,248	$ 507,718,850	$ 482,787,059	$ 486,544,383	$ 479,321,195	$ 477,658,921	$ 522,417,347	$ 484,777,066	$ 542,080,105
Primary government										
Net investment in capital assets	$ 1,044,646,507	$ 1,084,015,252	$ 1,112,212,430	$ 1,146,464,537	$ 1,179,943,563	$ 1,240,349,862	$ 1,249,992,103	$ 1,402,597,235	$ 1,271,084,986	$ 1,356,983,388
Restricted	157,953,441	168,765,887	173,159,525	204,485,178	218,747,587	261,992,186	235,369,592	297,654,727	240,785,207	344,802,681
Unrestricted	297,669,772	508,891,400	362,177,376	393,665,053	360,362,499	323,044,388	503,911,547	429,221,188	590,783,100	513,583,850
Total primary government net position	$ 1,500,269,720	$ 1,761,672,539	$ 1,647,549,331	$ 1,744,614,768	$ 1,759,053,649	$ 1,825,386,436	$ 1,989,273,242	$ 2,129,473,150	$ 2,102,653,293	$ 2,215,369,919

Source: Statement of net position primary government

Schedule 2

City of Ontario
Net Position by Component
Last Ten Fiscal Years
(accrual basis of accounting)

	Fiscal Year									
	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Expenses										
Governmental activities:										
General government	$ 40,011,028	$ 36,656,658	$ 27,554,284	$ 34,587,604	$ 31,859,857	$ 20,241,805	$ 53,007,368	$ 67,719,016	$ 82,460,810	$ 65,594,979
Public safety	125,884,228	136,032,820	178,835,586	178,045,825	177,840,309	200,452,838	171,919,144	228,998,486	255,505,920	258,987,243
Community development	19,114,534	38,552,339	42,623,892	76,420,858	92,310,831	111,927,829	97,855,487	300,186,728	75,919,754	150,474,389
Library	4,850,620	5,026,299	5,938,560	-	-	-	-	-	-	-
Public works	38,104,811	50,703,275	42,308,931	40,398,759	28,825,751	7,449,126	5,178,760	26,189,198	80,867,818	67,028,991
Interest on long-term debt	1,712,433	1,630,517	3,921,536	2,661,754	3,493,124	12,416,810	12,602,410	15,226,418	14,803,843	21,098,167
Total governmental activities expenses	$ 229,677,654	$ 268,601,908	$ 301,182,789	$ 332,114,800	$ 334,329,872	$ 352,488,408	$ 340,563,169	$ 638,319,846	$ 509,258,145	$ 563,183,769
Business-type activities:										
Water	$ 42,639,260	$ 41,413,255	$ 41,340,763	$ 52,901,637	$ 57,700,824	$ 68,700,692	$ 32,072,665	$ 54,989,884	$ 64,903,096	$ 49,795,227
Sewer	15,971,504	17,211,364	20,270,716	24,733,369	23,255,045	26,008,652	26,519,496	28,183,295	32,945,136	36,304,027
Integrated Waste	24,970,912	26,663,301	31,337,795	39,475,286	34,380,261	42,010,179	36,928,273	41,931,502	54,992,226	64,257,799
I.T. Fiber	-	993,456	1,770,591	2,027,814	3,943,666	-	-	-	-	-
Total business-type activities expenses	$ 83,581,676	$ 86,281,376	$ 94,719,865	$ 119,138,106	$ 119,279,796	$ 136,719,523	$ 95,520,434	$ 125,104,681	$ 152,840,458	$ 150,357,053
Total primary government expenses	$ 313,259,330	$ 354,883,284	$ 395,902,654	$ 451,252,906	$ 453,609,668	$ 489,207,931	$ 436,083,603	$ 763,424,527	$ 662,098,603	$ 713,540,822
Program Revenues										
Governmental activities:										
Charges for services:										
General government	$ 2,622,684	$ 4,141,068	$ 6,149,697	$ 5,507,407	$ 6,965,874	$ 7,634,307	$ 7,124,318	$ 3,654,492	$ 1,625,562	$ 4,797,453
Public safety	3,883,304	7,311,246	20,271,669	27,682,493	26,688,490	19,435,556	24,510,827	36,198,869	41,631,324	41,264,027
Community development	36,046,159	42,262,153	50,699,117	80,911,897	78,671,622	61,020,723	109,380,406	113,058,410	74,461,739	112,437,701
Library	131,407	137,689	122,329	-	-	-	-	-	-	-
Public works	-	-	-	-	-	-	-	2,605,129	1,797,402	7,352,437
Operating contributions and grants	8,710,100	10,220,710	12,542,758	8,465,032	6,542,904	30,001,295	50,334,363	16,514,398	23,211,673	17,666,484
Capital contributions and grants	35,628,037	78,825,884	56,737,883	58,825,481	46,201,742	59,321,543	44,168,230	249,875,126	23,490,381	34,737,415
Total governmental activities program revenues	$ 87,021,691	$ 142,898,750	$ 146,523,453	$ 181,392,310	$ 165,070,632	$ 177,413,424	$ 235,518,144	$ 421,906,424	$ 166,218,081	$ 218,255,517
Business-type activities:										
Charges for services:										
Water	$ 65,653,131	$ 64,533,049	$ 68,933,067	$ 55,447,675	$ 57,676,762	$ 69,185,768	$ 73,241,767	$ 73,109,977	$ 70,553,759	$ 84,911,549
Sewer	23,136,811	25,780,456	27,952,825	28,080,727	27,685,371	30,011,850	28,308,242	30,970,684	31,291,897	33,867,795
Integrated Waste	33,024,400	34,937,033	36,995,472	38,361,984	38,341,478	41,913,089	46,404,294	54,684,214	56,431,926	60,339,708
I.T. Fiber	4,126	38,954	276,033	466,522	747,095	-	-	-	-	-
Operating grants and contributions	174,073	133,279	126,452	119,686	137,783	112,134	2,245,127	227,236	4,698,297	1,341,865
Capital grants and contributions	3,505,475	11,223,634	11,256,557	4,460,250	4,548,485	2,576,714	538,336	3,606,394	13,210,389	1,298,527
Total business-type activities program revenues	$ 125,498,016	$ 136,646,405	$ 145,540,406	$ 126,936,844	$ 129,136,974	$ 143,799,555	$ 150,737,766	$ 162,598,505	$ 176,186,268	$ 181,759,444
Total primary government program revenues	$ 212,519,707	$ 279,545,155	$ 292,063,859	$ 308,329,154	$ 294,207,606	$ 321,212,979	$ 386,255,910	$ 584,504,929	$ 342,404,349	$ 400,014,961
Net (Expense)/Revenue										
Governmental activities	$ (142,655,963)	$ (125,703,158)	$ (154,659,336)	$ (150,722,490)	$ (169,259,240)	$ (175,074,984)	$ (105,045,025)	$ (216,413,422)	$ (343,040,064)	$ (344,928,252)
Business-type activities	41,916,340	50,365,029	50,820,541	7,798,738	9,857,178	7,080,032	55,217,332	37,493,824	23,345,810	31,402,391
Total primary government net expense	$ (100,739,623)	$ (75,338,129)	$ (103,838,795)	$ (142,923,752)	$ (159,402,062)	$ (167,994,952)	$ (49,827,693)	(178,919,598)	$ (319,694,254)	$ (313,525,861)

City of Ontario
Net Position by Component
Last Ten Fiscal Years
(accrual basis of accounting)

	Fiscal Year									
	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
General Revenues and Other Changes in Net Position										
Governmental activities:										
Taxes:										
Property taxes - general purpose	$ 60,338,698	$ 53,414,598	$ 56,199,666	$ 63,156,933	$ 67,236,079	$ 72,483,313	$ 79,329,716	$ 89,800,425	$ 98,742,225	$ 105,249,239
Transient occupancy taxes	13,090,992	13,886,637	14,586,233	14,945,483	12,160,235	10,614,109	16,400,754	16,964,564	16,625,996	16,671,971
Sales taxes	78,533,022	86,168,797	87,910,014	94,486,731	90,290,690	105,424,829	129,332,341	140,501,064	184,307,995	203,410,213
Franchise taxes	3,413,854	3,020,829	3,352,120	3,420,656	3,426,464	3,512,001	3,824,973	4,573,517	4,456,617	3,567,973
Business licenses taxes	6,954,932	7,167,613	7,478,153	7,786,821	7,793,962	8,559,248	8,856,928	9,729,862	10,902,568	10,718,444
Other taxes	4,107,065	4,047,435	4,642,529	4,506,129	4,044,908	3,507,185	5,997,517	18,510,327	21,733,782	21,667,233
Intergovernmental, unrestricted										
Motor vehicle in lieu	68,099	76,099	91,740	85,244	141,091	134,124	210,261	184,008	223,224	285,738
Use of money and property	5,422,398	2,617,545	10,834,185	32,107,405	18,599,331	2,779,387	(6,213,473)	8,063,020	40,255,221	40,847,011
Other	2,000,930	3,414,919	2,394,865	1,647,848	4,198,849	12,116,507	9,067,222	23,872,727	9,477,181	3,751,210
Gain on sale of capital asset	-	1,953,200	-	-	605,267	862	11,881,432	(43)	-	5,791,452
Special Item Note 15					(42,373,148)	-	-	-	-	-
Extraordinary gain on dissolution of RDA	-	-	-	-	-	-	-	-	-	-
Transfers	24,793,699	15,961,453	18,448,756	4,647,613	14,472,260	24,150,952	(458,557)	2,541,337	948,228	(21,429)
Total governmental activities	$ 198,723,689	$ 191,729,125	$ 205,938,261	$ 226,790,863	$ 180,595,988	$ 243,282,517	$ 258,229,114	$ 314,740,808	$ 387,673,037	$ 411,939,055
Business-type activities:										
Use of money and property	$ 2,509,989	$ 1,087,037	$ 2,187,574	$ 7,873,778	$ 8,345,624	$ 5,503,540	$ (1,229,512)	$ 8,421,097	9,623,784	$ 14,399,576
Other	8,455	13,917	24,988	245,676	474,940	-	-			
Transfers	(24,793,699)	(15,961,453)	(18,448,756)	(4,647,613)	(14,472,260)	(24,150,952)	458,557	(2,541,337)	(948,228)	21,429
Total business-type activities	$ (22,275,255)	$ (14,860,499)	$ (16,236,194)	$ 3,471,841	$ (5,651,696)	$ (18,647,412)	$ (770,955)	5,879,760	8,675,556	14,421,005
Total primary governmen	$ 176,448,434	$ 176,868,626	$ 189,702,067	$ 230,262,704	$ 174,944,292	$ 224,635,105	$ 257,458,159	$ 320,620,568	$ 396,348,593	$ 426,360,060
Change in Net Position										
Governmental activities	$ 56,067,726	$ 66,025,967	$ 51,278,925	$ 76,068,373	$ 11,336,748	$ 68,207,533	$ 153,184,089	98,327,386	44,632,973	$ 67,010,803
Business-type activities	19,641,085	35,504,530	34,584,347	11,270,579	4,205,482	(11,567,380)	54,446,377	43,373,584	32,021,366	45,823,396
Total primary government	$ 75,708,811	$ 101,530,497	$ 85,863,272	$ 87,338,952	$ 15,542,230	$ 56,640,153	$ 207,630,466	$ 141,700,970	$ 76,654,339	$ 112,834,199

Source: Statement of net position
primary government

City of Ontario
Changes in Fund Balances, Governmental Funds
Last Ten Fiscal Years
(accrual basis of accounting)

	Fiscal Year									
	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Revenues										
Taxes	$ 176,088,421	$ 167,601,178	$ 173,605,420	$ 186,594,649	$ 184,275,840	$ 203,537,145	$ 243,176,826	$ 267,325,503	$ 321,298,663	$ 345,456,702
Special assessment taxes	2,180,091	3,301,654	3,143,892	5,303,668	8,581,407	11,926,636	11,775,704	12,938,263	15,693,747	16,114,108
Licenses and permits	3,845,404	4,384,727	4,887,991	5,067,374	5,488,023	8,423,831	10,772,502	12,608,106	7,879,656	10,817,111
Intergovernmental	37,492,730	35,412,862	24,359,686	21,912,280	17,814,256	38,990,081	55,860,245	69,165,991	40,825,822	47,537,208
Charges for services	39,628,058	54,446,655	80,404,296	109,518,406	114,818,886	80,961,161	130,243,516	141,964,153	110,494,942	122,446,083
Use of money and property	5,339,722	2,576,499	4,004,514	14,899,017	18,759,439	2,911,661	(5,491,350)	7,749,019	30,783,172	32,438,455
Fines and forfeitures	1,125,237	1,189,956	1,042,090	1,185,128	786,630	656,407	1,060,576	959,216	1,141,424	1,419,676
Contributions from property owners	-	24,682,518	25,349,912	34,658,232	15,503,662	38,408,435	-	-	-	-
Miscellaneous	4,534,158	6,017,657	12,389,218	8,275,990	8,286,111	14,645,386	14,193,697	23,858,154	9,477,182	40,711,412
Contributions	-	-	-	928,875	-	-	-	-	-	-
Total Revenues	$ 270,233,821	$ 299,613,706	$ 329,187,019	$ 388,343,619	$ 374,314,254	$ 400,460,743	$ 461,591,716	$ 536,568,405	$ 537,594,608	$ 616,940,755
Expenditures										
Current:										
General government	$ 28,292,531	$ 24,500,521	$ 23,830,837	$ 33,100,934	$ 33,754,652	$ 33,016,792	$ 48,223,193	$56,254,970.00	$ 86,078,895	$ 69,500,543
Public safety	127,942,682	136,721,141	160,838,334	160,884,992	180,119,824	180,834,045	199,451,930	201,661,345	240,696,132	250,985,242
Community development	104,688,312	95,398,612	67,805,408	102,279,086	130,014,298	130,585,988	106,265,455	289,149,420	165,799,483	209,510,920
Library	4,568,202	4,654,465	4,768,627	-	-	-	-	-	-	-
Public works	21,003,964	23,834,203	21,279,011	24,047,574	22,694,083	17,347,477	18,005,014	26,946,782	103,429,890	370,397,541
Debt service:										
Principal retirement	1,480,000	1,565,000	12,000	175,000	1,050,000	5,718,104	39,764,720	8,827,097	17,309,299	23,242,051
Interest and fiscal charges	1,745,753	1,667,190	3,930,914	2,824,049	2,802,938	3,169,583	1,445,519	4,767,907	4,202,569	4,242,339
Bond issuance costs	-	-	526,390	-	-	-	-	-	-	1,678,335
Pass-through agreement payments	-	-	4,770,057	-	-	-	-	-	-	-
Total Expenditures	$ 289,721,444	$ 288,341,132	$ 287,761,578	$ 323,311,635	$ 370,435,795	$ 370,671,989	$ 413,155,831	$ 587,607,521	$ 617,516,268	$ 929,556,971
Excess (deficiency) of revenues over (under) expenditures	$ (19,487,623)	$ 11,272,574	$ 41,425,441	$ 65,031,984	$ 3,878,459	$ 29,788,754	$ 48,435,885	$ (51,039,116)	$ (79,921,660)	$ (312,616,216)

City of Ontario
Changes in Fund Balances, Governmental Funds
Last Ten Fiscal Years
(accrual basis of accounting)

	Fiscal Year									
	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Other Financing Sources (Uses)										
Transfers in	$ 34,615,190	$ 36,101,144	$ 58,065,111	$ 43,871,997	$ 52,691,271	$ 49,197,305	$ 17,634,274	$ 104,640,209	$ 65,326,404	$ 44,512,509
Transfers out	(8,310,991)	(29,588,174)	(49,353,662)	(45,445,779)	(29,030,349)	(57,656,404)	(65,638,186)	(88,616,700)	(63,541,090)	(53,025,812)
Long-term debt issued	-	-	26,810,000	-	23,780,842	-	154,557,765	200,269,446	-	249,174,035
Bond Discount	-	-	3,260,875	-	-	-	-	-	-	-
Pass-through agreement payments	-	-	(28,554,885)	-	-	-	-	-	-	-
Gain (loss) on sale of assets	-	-	-	-	-	-	-	-	-	-
Proceeds from sale of capital equipment	-	-	-	-	-	-	-	92,006	-	-
Total Other Financing Sources (Uses)	$ 26,304,199	$ 6,512,970	$ 10,227,439	$ (1,573,782)	$ 47,441,764	$ (8,459,099)	$ 106,553,853	$ 216,384,961	$ 1,785,314	$ 240,660,732
Special Item	-	-	-	-	(42,373,148)	-	-	-	-	-
Extraordinary gain/(loss) on dissolution of redevelopment agency	-	-	-	-	-	-	-	-	-	-
Net change in fund balances	$ 6,816,576	$ 17,785,544	$ 51,652,880	$ 63,458,202	$ 8,947,075	$ 21,329,655	$ 154,989,738	$ 165,345,845	$ (78,136,346)	$ (71,955,484)
Total Current Expenditures	$ 289,721,444	$ 288,341,132	$ 287,761,578	$ 323,311,635	$ 370,435,795	$ 370,671,989	$ 413,155,831	$ 587,607,521	$ 617,516,268	$ 929,556,971
Less: Capital outlay	(79,957,813)	(45,292,825)	(24,876,172)	(26,388,451)	(70,262,127)	(53,552,016)	(44,644,973)	(188,437,535)	(131,627,900)	(391,185,451)
Total Non-Capital Expenditures	$ 209,763,631	$ 243,048,307	$ 262,885,406	$ 296,923,184	$ 300,173,668	$ 317,119,973	$ 368,510,858	$ 399,169,986	$ 485,888,368	$ 538,371,520
Total Debt Service Expenditures	$ 3,225,753	$ 3,232,190	$ 3,942,914	$ 2,999,049	$ 3,852,938	$ 8,887,687	$ 41,210,239	13,595,004	21,511,868	27,484,390
Debt service as a percentage of non-capital expenditures	1.5%	1.3%	1.5%	1.0%	1.3%	2.8%	11.2%	3.4%	4%	5%

City of Ontario
Fund Balances, Governmental Funds
Last Ten Fiscal Years
(modified accrual basis of accounting)

	Fiscal Year									
	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
General Fund										
Nonspendable	20,002,802	33,893,841	46,318,442	46,472,802	4,052,097	4,001,189	57,981,078	3,893,306	4,157,229	4,310,300
Restricted	419,644	424,497	430,484	438,872	417,464	361,579	361,579	-	383,445	395,780
Committed	23,195,527	28,877,191	21,066,012	415,884	595,469	-	-	-	-	-
Assigned	80,398,228	52,081,697	47,410,303	84,063,218	99,862,976	122,338,441	55,639,545	86,048,031	95,340,217	107,610,976
Unassigned	-	-	-	-	2,622,364	-	-	-	-	-
Total General Fund	$ 124,016,201	$ 115,277,226	$ 115,225,241	$ 131,390,776	$ 107,550,370	$ 126,701,209	$ 113,982,202	$ 89,941,337	$ 99,880,891	$ 112,317,056
All Other Governmental Funds										
Nonspendable	-	-	-	-	-	32,759	-	-	4,309,402	108,554
Restricted	156,005,402	168,341,021	172,728,668	204,045,928	215,189,404	227,287,269	233,394,043	332,428,336	259,194,865	263,935,003
Committed	75,173,595	91,585,019	113,795,063	121,913,367	134,372,092	162,862,379	290,920,407	382,253,372	367,649,143	276,351,354
Assigned	22,785,386	14,197,954	6,098,646	13,872,159	22,962,330			-	95,340,217	2,264,016
Unassigned	(23,149,529)	(16,784,621)	(402,755)	(521,927)	(464,083)	(243,566)	-	(4,387)	-	(5,024,119)
Total All Other Governmental Funds	$ 230,814,854	$ 257,339,373	$ 292,219,622	$ 339,309,527	$ 372,059,743	$ 389,938,841	$ 524,314,450	$ 714,677,321	$ 726,493,627	$ 537,634,808
Grand Total Governmental Funds	$ 354,831,055	$ 372,616,599	$ 407,444,863	$ 470,700,303	$ 479,610,113	$ 516,640,050	$ 638,296,652	$ 804,618,658	$ 826,374,518	$ 649,951,864

City of Ontario
Assessed Value and Estimated Actual Value of Taxable Property*
Last Ten Fiscal Years
(dollars in thousands)

	City				Successor for Redevelopment			
Fiscal Year Ended June 30	Secured	Unsecured	Less: Exemptions	Taxable Assessed Value	Secured	Unsecured	Taxable Assessed Value	Total Direct Tax Rate (a)
2016	13,124,582	2,611,079	(105,864)	15,629,797	4,494,605	786,273	5,280,877	1.0035
2017	13,781,901	2,543,614	(109,080)	16,216,435	4,697,741	781,204	5,478,946	1.0035
2018	14,844,332	2,624,317	(108,915)	17,359,734	5,060,484	781,204	5,841,689	1.0035
2019	16,575,762	2,814,842	(108,701)	19,281,903	5,458,072	781,204	6,239,276	1.0035
2020	18,181,749	2,910,729	(110,654)	20,981,823	5,754,326	781,204	6,535,530	1.0035
2021	19,529,581	3,147,303	(111,223)	22,565,661	6,217,924	781,204	6,999,129	1.0035
2022	21,666,906	3,257,643	(112,096)	24,812,452	6,723,763	781,204	7,504,967	1.0035
2023	25,470,365	2,423,770	(109,103)	27,785,032	7,347,228	982,294	8,329,522	1.0035
2024	28,446,187	2,547,814	(109,714)	30,884,287	8,045,807	1,071,101	9,116,908	1.0035
2025	30,616,338	2,834,230	(112,755)	33,337,813	8,570,890	1,110,790	9,681,681	1.0035

Source: San Bernardino County Auditor-Controller Property Tax Division, Agency Net Valuations

*In 1978 the voters of the State of California passed Proposition 13 which limited property taxes to a total maximum rate of 1% based upon the assessed value of the property being taxed. The value of the property was set at its 1975-76 level but was allowed to increase by an "inflation factor" (limited to a maximum increase of 2% each year. With few exceptions, property is only reassessed at its value when acquired through a change of ownership or by new construction. The assessed valuation data shown above represents the only data currently available with respect to the actual market value of taxable property and is subject to the limitations described earlier. The estimated actual taxable value is, therefore, not readily available for cities in the State of California.

(a) *See Schedule 6 for Total Direct Tax Rate information.*

City of Ontario
Direct and Overlapping Property Tax Rates
Last Ten Fiscal Years
(rate per $100 of taxable value)

	Fiscal Year									
Agency	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Basic Levy	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Chaffey Community College Bond	0.0113	0.0116	0.0088	0.0153	0.0241	0.0111	0.0177	0.0137	0.0100	0.0100
Chaffey High School Bond	0.0409	0.0319	0.0279	0.0402	0.0375	0.0352	0.0371	0.0294	0.0316	0.0318
Chino Unified School Bond	0.0331	0.0383	0.0934	0.0849	0.079	0.0897	0.0862	0.0900	0.0785	0.0842
Metropolitan Water Agency	0.0035	0.0035	0.0035	0.0035	0.0035	0.0035	0.0035	0.0035	0.0035	0.0070
Mt. View Elementary	0.0314	0.0255	0.0263	0.0206	0.018	0.0183	0.0615	0.0134	0.0090	0.0471
Ontario-Montclair Elementary Bond	0.0268	0.0264	0.0557	0.0555	0.0428	0.0458	0.0455	0.0422	0.0366	0.0424
Total Direct & Overlapping Tax Rates	1.147	1.1372	1.2156	1.22	1.2049	1.2036	1.2515	1.1922	1.1692	1.2225
City's Share of 1% Levy Per Prop 13	0.16808	0.16808	0.16808	0.16808	0.16808	0.16808	0.16808	0.1681	0.1681	0.1681
Total Direct Rate	0.17058	0.17057	0.17064	0.17075	0.17087	0.1703	0.17079	0.1704	0.1734	0.1730

Source: The HdL Companies (San Bernardino County Assessor 2015/16 - 2024/25 tax rate table)

City of Ontario
Principal Property Taxpayers
Current Year and Nine Years Ago

	2025		2016	
Taxpayer	Taxable Value ($)	Percent of Total City Taxable Value (%)	Taxable Value ($)	Percent of Total City Taxable Value (%)
Prologis	1,444,649,458	3.34%	392,702,989	1.87%
United Parcel Service Company	802,148,801	1.85%	396,610,056	1.89%
Ontario Mills LP	447,188,449	1.03%	380,373,541	1.81%
Costco Wholesale Corporation	409,537,219	0.95%		
Ontario Land Ventures LLC	388,296,844	0.90%		
Palmer Ontario Properties LP	382,773,034	0.88%		
Rexford Industrial Realty LP	372,877,497	0.86%		
DPIF3 California 36 Ontario Ranch LLC	352,878,628	0.82%		
Federal Express Corporation	348,391,986	0.81%		
ELV Phase 1/2 LLC	347,200,458	0.80%		
Cartellus Finance 1 LLC			241,468,843	1.15%
Western A West California LLC			140,678,808	0.67%
Comref SO California Industrial LLC			136,147,084	0.65%
Majestic-CCC IV Partners			129,644,046	0.62%
Teacher's Insurance and Annuity Assoc			121,941,991	0.58%
Niagara Bottling LLC			107,104,640	0.51%
Roc III California Terracina LLC			97,338,018	0.46%
Total Top 10 Taxpayers	5,295,942,374	12.24%	2,144,010,016	10.21%
Total Taxable Value	43,262,487,428	100.00%	20,988,345,233	100.00%

Source: HdL, Coren & Cone

City of Ontario
Property Tax Levies and Collections
Last Ten Fiscal Years

Fiscal Year Ended June 30	Taxes Levied for the Fiscal Year	Collected within the Fiscal Year of Levy		Collections in Subsequent Years	Total Collections to Date	
		Amount	Percent of Levy		Amount	Percent of Levy
2016	27,397,660	27,022,201	98.63%	755,577	27,777,778	101.39%
2017	28,598,396	28,237,630	98.74%	628,491	28,866,121	100.94%
2018	30,476,605	30,258,907	99.29%	662,586	30,921,494	101.46%
2019	33,855,137	33,811,751	99.87%	275,397	34,087,147	100.69%
2020	36,873,998	36,420,730	98.77%	332,350	36,753,080	99.67%
2021	39,726,164	39,415,629	99.22%	341,296	39,756,925	100.08%
2022	43,670,142	43,614,885	99.87%	496,967	44,111,852	101.01%
2023	49,348,272	49,693,817	100.70%	948,837	50,642,654	102.62%
2024	55,422,768	54,818,657	98.91%	1,336,307	56,154,964	101.32%
2025	59,621,511	58,477,865	98.08%	641,505	59,119,370	99.16%

Schedule presents **City's property tax only.**

Source: San Bernardino County, Auditor-Controller-Recorder letter received in November of the previous calendar year and General Fund Revenue Statement as of June 30th.

[a] *Data provided by the San Bernardino County Assessor's Office for collection of prior year taxes does not segregate the information by fiscal year. Therefore, the City is not able to provide this information in the above schedule.*

City of Ontario
Sales Tax Revenue by Category
(Dollars in thousands)

	2015 [1]	2016 [1]	2017 [1]	2018 [1]	2019 [1]	2020 [1]	2021 [1]	2022	2023	2024 *
Apparel Stores	$ 481,356	$ 536,258	$ 581,784	$ 600,342	$ 613,045	$ 307,571	$ 510,442	$ 515,400	$ 497,102	$ 542,521
General Merchandise	214,164	221,328	220,609	235,171	226,734	215,567	254,942	329,233	328,351	301,382
Food Stores	59,020	59,541	60,949	62,386	63,281	70,661	75,323	78,006	79,417	86,643
Eating and Drinking Places	354,573	376,288	403,227	435,331	459,500	369,238	488,163	540,350	566,976	586,298
Building Materials	441,382	434,958	476,005	503,349	511,953	519,787	552,669	601,620	580,415	546,489
Auto Dealers and Supplies	1,496,011	1,657,071	1,656,145	1,689,724	1,751,417	1,761,620	2,304,954	2,366,419	2,178,465	2,134,687
Service Stations	512,482	479,563	534,118	646,582	639,830	473,817	659,880	873,924	713,401	652,046
Other Retail Stores	573,947	609,336	571,728	517,674	531,529	470,799	589,341	610,031	555,541	609,518
All Other Outlets	3,058,030	3,629,170	3,252,258	3,277,124	3,436,504	3,649,563	6,082,130	6,872,063	6,493,347	7,442,711
Total	7,190,965	8,003,513	7,756,823	7,967,683	8,233,793	7,838,623	11,517,844	$ 12,787,046	$ 11,993,015	$ 12,902,295

1. Historical numbers 2013-2021 have been restated to show updated parameters provided by HDL. Prior numbers were provided by MuniServices.

** Information for 2025 was not yet available. As such, the above schedule presents information for the past 10 years.*

Sources: State Board of Equalization, California Department of Taxes and Fees Administration, State Controller's Office, & The HdL Companies
Note: Due to confidentiality issues the names of the ten largest revenue payers are not available. The categories presented are intended to provide alternative information regarding the sources of the City's revenue.

City of Ontario
Direct and Overlapping Sales Tax Rates
Last Ten Fiscal Years

Ended June 30	City Direct Rate	County Transportation Authority Rate	San Bernardino County Rate	State Rate
2016	-	0.50%	1.25%	6.25%
2017	-	0.50%	1.25%	6.00%
2018	-	0.50%	1.25%	6.00%
2019	-	0.50%	1.25%	6.00%
2020	-	0.50%	1.25%	6.00%
2021	-	0.50%	1.25%	6.00%
2022	-	0.50%	1.25%	6.00%
2023	1.00%	0.50%	1.25%	6.00%
2024	1.00%	0.50%	1.25%	6.00%
2025	1.00%	0.50%	1.25%	6.00%

Source: California Department of Tax and Fee Administration.

Notes: The Bradley-Burns Uniform Local Sales and Use Tax Law was enacted in 1955. The law authorized counties to impose sales and use tax. Effective January 1, 1962, all counties within the State of California have adopted ordinances for the Board of Equalization to collect the local tax. Local tax rate for the San Bernardino County has been 1.25% since January 1, 2017.

Notes: Effective April 1, 2023 the City of Ontario adopted a 1% City Direct Tax Rate as a result of the Measure Q ballot measure passed on November 8, 2022.

Schedule 11

City of Ontario
Sales Tax Revenue Payers by Industry
(Dollars In Thousands)

	Fiscal Year 2025					Fiscal Year 2016			
Economic Category	Number of Filers	Percentage of Total	Tax Liability	Percentage of Total	Economic Category	Number of Filers	Percentage of Total	Tax Liability	Percentage of Total
Autos & Transporrtation	627	7.42%	$ 22,797,123	19.16%	General retail	2,153	40.78%	$ 14,182	18.55%
Building & Construciton	335	3.96%	9,789,864	8.23%	Food products	685	12.97%	5,587	7.31%
Business & Industry	3,329	39.38%	56,395,018	47.40%	Transportation	572	10.83%	21,044	27.53%
Food & Drugs	163	1.93%	1,325,417	1.11%	Construction	225	4.26%	5,548	7.26%
Fuel & Service Stations	98	1.16%	7,858,879	6.61%	Business to business	1,253	23.73%	26,947	35.25%
General Consumer Goods	3,148	37.24%	14,011,113	11.78%	Miscellaneous	392	7.42%	3,132	4.10%
Restaurants & Hotels	754	8.92%	6,806,338	5.72%					
						5,280	100.00%	$ 76,440	100.00%
	8,454	100.00%	118,983,752	100.00%					

Source: The HdL Companies 2025, City of Ontario 2016 ACFR

Note: Due to confidentiality issues, the names of the ten largest sales tax remitters are not available. The categories presented above are intended to provide alternative information regarding the sources of the City's revenue.

Schedule 12

The City of Ontario
Ratios of Outstanding Debt by Type
(Dollars In Thousands, Except Per Capita)

	Governmental Activities							Business-type Activities					
Fiscal Year Ended June 30	General Obligation Bonds	Pension Obligation Bonds	Lease Revenue Bonds [b]	Loans	Lease Liability [d]	SBITA Liability [e]	Total Governmental Activities	Revenue Bonds [c]	Certificates of Participation	Total Business-type Activities	Total Primary Government	Percentage of Personal Income [a]	Per Capita
2016	-	-	69,158	-	-	-	69,158	72,119	-	72,119	141,277	4.38%	832
2017	-	-	67,593	149	-	-	67,742	70,700	-	70,700	138,441	4.38%	794
2018	-	-	63,153	137	-	-	63,290	69,225	-	69,225	132,515	3.85%	754
2019	-	-	62,881	127	-	-	63,008	67,696	-	67,696	130,703	3.76%	722
2020	-	236,585	61,973	23,907	-	-	322,465	67,596	-	67,596	390,062	10.19%	2,108
2021	-	233,251	60,728	52,754	-	-	346,733	66,012	-	66,012	412,745	10.03%	2,231
2022	-	228,855	164,303	64,841	-	-	457,999	67,550	-	67,550	525,549	11.51%	2,953
2023	-	223,665	259,617	156,715	-	4,635	639,997	65,190	-	65,190	705,187	16.05%	3,938
2024	-	217,815	258,159	141,096	1,140	3,754	621,964	62,625	-	62,625	684,589	14.33%	3,752
2025	-	211,155	455,774	167,557	1,368	3,642	839,496	110,239	-	110,239	949,735	17.75%	5,150

Source: City of Ontario Notes to Financial Statements, Long Term Debt.

a See Schedule 17 for personal and population data. Ratios are calculated using personal income and population for the prior calendar year.
b Prior year schedules included the Lease Revenue Bonds as General Obligation (GO) Bonds. Added Lease Revenue Bonds debt type classification to schedule in Fiscal Year 2025.
c Prior year schedules included the Water Revenue Bonds as Certificates of Participation (COP). Added Revenue Bonds debt type classification to schedule in Fiscal Year 2025.
d GASB 87 implemented in Fiscal Year 2022.
e GASB 96 implemented in Fiscal Year 2023.

City of Ontario
Ratio of Outstanding Debt by Type
Last Ten Fiscal Years
(dollars in thousands, except per capita)

Fiscal Year Ended June 30	General Bonded Debt Outstanding						Percentage of Assessed Value [a]	Per Capita [b]
	General Obligation Bonds	Lease Revenue Bonds [d]	Pension Obligation Bonds	Redevelopment Bonds [c]		Total		
				Tax Allocation Bonds	Revenue Bonds			
2016	-	69,158	-	-	-	69,158	0.33%	407.13
2017	-	67,593	-	-	-	67,593	0.31%	387.83
2018	-	63,153	-	-	-	63,153	0.27%	359.15
2019	-	62,881	-	-	-	62,881	0.25%	347.20
2020	-	61,973	236,585	-	-	298,558	1.08%	1,613.74
2021	-	60,692	233,251	-	-	293,943	0.99%	1,588.80
2022	-	164,303 [e]	228,855	-	-	393,158	1.22%	2,209.21
2023	-	259,617 [f]	223,665	-	-	483,282	1.34%	2,698.98
2024	-	258,159	217,815	-	-	475,974	1.19%	2,608.69
2025	-	455,774 [g]	211,155	-	-	666,929	1.55%	3,616.67

Note: General bonded debt is debt payable with governmental fund resources and general obligation bonds recorded in the enterprise funds (of which the City has none). Details regarding the City's outstanding debt can be found in the notes to the financial statements.

a Assessed value has been used because the actual value of taxable property is not readily available in the State of California. See Schedule 5 for assessed property value data.
b See Schedule 17 for population data.
c Outstanding long-term debt of the Ontario Redevelopment Agency were transferred to the Successor Agency on February 1, 2012 as a result of the dissolution of redevelopment agencies in the State of California.
d Prior year schedules included Lease Revenue Bonds as General Obligation (GO) Bonds. Added Lease Revenue Bonds debt type classification to schedule in Fiscal Year 2025.

City Assessed Valuation	$ 34,132,856	
Redevelopment Agency Incremental Valuatior	9,681,681	
Total Assessed Valuation	$ 43,814,537	*

*Does not include deduction of the homeowner's exemption of $112,754,600.

	Outstanding Debt 6/30/2025	Percentage Applicable [a]	Est. Share of Overlapping Debt 6/30/2025
Overlapping Debt Repaid with Property Taxes:			
Metropolitan Water District	$ 17,155,000	1.060%	$ 181,843
Chaffey Community College Distric	440,580,000	24.931%	109,841,000
Chino Valley Unified School Distric	753,707,971	8.699%	65,565,056
Chaffey Union High School Distric	640,477,530	44.194%	283,052,640
Ontario-Montclair School Distric	123,330,015	70.605%	87,077,157
Mountain View School District School Facilities Improvement District No. 1	4,369,676	99.503%	4,347,959
Mountain View School District School Facilities Improvement District No. 2	78,489,793	99.035%	77,732,366
Mountain View School District CFD No. 1997-1	233,000	100.000%	233,000
Ontario Community Facilities District No. 13	2,785,000	100.000%	2,785,000
Ontario Community Facilities District No. 24	13,515,000	100.000%	13,515,000
Ontario Community Facilities District No. 25	7,755,000	100.000%	7,755,000
Ontario Community Facilities District No. 26	8,035,000	100.000%	8,035,000
Ontario Community Facilities District No. 28	7,740,000	100.000%	7,740,000
Ontario Community Facilities District No. 30	12,280,000	100.000%	12,280,000
Ontario Community Facilities District No. 31	4,340,000	100.000%	4,340,000
Ontario Community Facilities District No. 33	5,560,000	100.000%	5,560,000
Ontario Community Facilities District No. 34	6,945,000	100.000%	6,945,000
Ontario Community Facilities District No. 35	11,225,000	100.000%	11,225,000
Ontario Community Facilities District No. 38	9,505,000	100.000%	9,505,000
Ontario Community Facilities District No. 39	4,600,000	100.000%	4,600,000
Ontario Community Facilities District No. 40	5,870,000	100.000%	5,870,000
Ontario Community Facilities District No. 41	13,175,000	100.000%	13,175,000
Ontario Community Facilities District No. 42	6,860,000	100.000%	6,860,000
Ontario Community Facilities District No. 43	14,665,000	100.000%	14,665,000
Ontario Community Facilities District No. 45	8,350,000	100.000%	8,350,000
Ontario Community Facilities District No. 46	6,730,000	100.000%	6,730,000
Ontario Community Facilities District No. 53	20,630,000	100.000%	20,630,000
Ontario Community Facilities District No. 54	5,930,000	100.000%	5,930,000
Ontario Community Facilities District No. 55	9,165,000	100.000%	9,165,000
Ontario Community Facilities District No. 56	19,215,000	100.000%	19,215,000
Ontario Community Facilities District No. 57	12,580,000	100.000%	12,580,000
Ontario Community Facilities District No. 64	27,860,000	100.000%	27,860,000
Ontario Community Facilities District No. 66	10,345,000	100.000%	10,345,000
Total overlapping debt repaid with property taxes	2,314,002,985		883,691,021
Direct and Overlapping General Fund Debt:			
San Bernardino County General Fund Obligations	100,765,000	12.625%	12,721,581
San Bernardino County Flood Control District GF Obligatior	37,295,000	12.625%	4,708,494
Chaffey Community College District Certificates of Participatior	21,770,000	24.931%	5,427,479
Cucamonga School District Certificate of Participatior	904,000	50.634%	457,731
City of Ontario General Fund Obligations	**434,740,000**	**100.000%**	**434,740,000**
City of Ontario Pension Obligation Bonds	**211,155,000**	**100.000%**	**211,155,000**
City of Ontario General Fund Obligations-Unamortized			
Bond Premium and Discount	**21,034,152**		**21,034,152**
Loans Payable	**167,556,860**		**167,556,860**
West Valley Vector Control District Certificate of Participation	1,296,291	35.053%	454,389
Total direct/overlapping general fund debt	996,516,303		858,255,686
Overlapping Tax Increment Debt (Successor Agency):	$ 3,605,600	100.00%	3,605,600
Total overlapping debt			911,066,295
City direct debt			**834,486,012**
Total direct and overlapping debt			$ 1,745,552,307

Note: Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the City. This schedule estimates the portion of the outstanding debt of those overlapping governments that is borne by the residents and businesses of the City. This process recognizes that when considering the City's ability to issue and repay long-term debt, the entire debt burden borne by the residents and businesses should be taken into account. However, this does not imply that every taxpayer is a resident, and therefore, responsible for repaying the debt of each overlapping government.

[(a)] For debt repaid with property taxes, the percentage of overlapping debt applicable is estimated using taxable assessed property values. Applicable percentages were another governmental unit's taxable assessed value that is within the City's boundaries and dividing it by each unit's total taxable assessed value.

Source: California Municipal Statistics, Inc.
- City direct debt can be obtained from Schedule 12
- City bond premium and discount can be obtained from Note 8 in notes to financial statements.
- City loans payable can be obtained from Note 8 in notes to financial statements.

Note: The San Bernardino County Pension Obligation Bond was paid off during the 2023 Fiscal Year.

Schedule 15

City of Ontario
Legal Debt Margin Information
(Dollars in Thousands)

	Fiscal Year									
	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Assessed valuation [a]	$ 15,629,797	$ 16,216,435	$ 17,359,734	$ 19,281,903	$ 20,981,823	$ 22,565,661	24,812,452	27,785,032	30,994,001	33,450,568
Conversion percentage [b]	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%
Adjusted assessed valuation	$ 3,907,449	$ 4,054,109	$ 4,339,934	$ 4,820,476	$ 5,245,456	$ 5,641,415	$ 6,203,113	$ 6,946,258	$ 7,748,500	$ 8,362,642
Debt limit percentage [c]	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%
Legal Debt limit	$ 586,117	$ 608,116	$ 650,990	$ 723,071	$ 786,818	$ 846,212	$ 930,467	$ 1,041,939	$ 1,162,275	$ 1,254,396
Total net debt applicable to limit [d]	-	-	-	-	236,585	233,215	228,855	331,603	307,471	334,500
Remaining Legal Debt limit	$ 586,117	$ 608,116	$ 650,990	$ 723,071	$ 550,233	$ 612,997	$ 701,612	$ 710,336	$ 854,804	$ 919,897
Total debt applicable to the limit as a percentage of legal debt limit	0.00%	0.00%	0.00%	0.00%	30.07%	27.56%	24.60%	31.83%	26.45%	26.67%

Source: City of Ontario, Financial Services Agency

a Assessed valuation includes the City portion only.

b The California Code Section 43605 provides for a legal debt margin limit of 15% of gross assessed valuation. However, this provision was enacted when assessed valuation was based upon 25% market value. Effective with the 1981-82 fiscal year, each parcel is now assessed at 100% of market value (as of the most recent change in ownership for that parcel). The computation shown above reflects a conversion of assessed valuation data for each fiscal year from the current full valuation perspective to the 25% level that was in effect at the time that legal margin debt was enacted by the State of California for local governments within the State.

c The legal debt limit of 15% is established by the State of California Code Section 43605.

d In FY2025, net debt applicable to limit was revised to include Pension Obligation Bonds and Notes Payable (non-leases). Lease Revenue Bonds are not applicable to the legal debt limit.

City of Ontario
Pledged Revenue
Coverage
(Dollars in thousands)

Fiscal Year Ended June 30	Pledged-Revenue Coverage (Dollars In Thousands) Revenue	Less Operating Expenses	Net Available Revenue	Debt Service Principal	Debt Service Interest	Coverage
2016	$ 55,649	$ 39,639	$ 16,010	$ 1,270	$ 3,527	3.34
2017	59,459	36,604	22,855	1,320	3,476	4.77
2018	61,126	42,748	18,377	1,375	3,423	3.83
2019	59,888	40,578	19,310	1,430	3,368	4.02
2020	55,828	50,003	5,824	1,485	3,311	1.21
2021	63,669	47,765	15,904	1,485	3,282	3.34
2022	72,949	41,272	31,677	1,545	3,213	6.66
2023	71,078	48,289	22,789	2,360	1,717	5.59
2024	71,578	58,682	12,896	2,565	1,511	3.16
2025	84,607	41,460	43,147	2,580	2,467	8.55

Note: Details regarding the City's outstanding debt can be found in the notes to the financial statements.
Operating expenses do not include interest, depreciation, or amortization expenses.

City of Ontario
Demographic and Economic Statistics
Last Ten Calendar Years

Calendar Year	Population (1)	Personal Income (in thousands) (2)	Per Capita Personal Income	Unemployment Rate (3)
2016	169,869	$ 3,159,733	$ 18,601	6.5%
2017	174,283	3,444,006	19,761	5.5%
2018	175,841	3,474,794	19,761	3.4%
2019	181,107	3,826,610	21,129	3.0%
2020	185,010	4,114,067	22,237	8.3%
2021	185,010	4,566,417	24,682	5.6%
2022	177,963	4,392,483	24,682	6.8%
2023	179,061	4,778,601	26,687	4.6%
2024	182,457	5,351,829	29,332	5.1%
2025	184,404	5,553,880	30,118	5.6%

Source: (1) - Ontario (City) QuickFacts from the US Census Bureau
(2) - Ontario (City) QuickFacts from the US Census Bureau
(3) - California Labor Market Info, EDD.

City of Ontario
Principal Employers - Current Year
Principal Employment Sectors - Current Year and Nine Years Ago

	2025		2016	
Employer	Number of Employees	[a] Percentage of Total City Employment	Number of Employees	Percentage of Total City Employment
United Parcel Service	5,000 - 9,999			
Atlantic Solutions Group Inc.	1,000 - 4,999			
Ontario Montclair Elementary School	1,000 - 4,999			
Workforce Personnel, Inc.	1,000 - 4,999			
DAL Global Services, Inc.	1,000 - 4,999	[a] Left intentionally blank	[a] Left intentionally blank	[a] Left intentionally blank
City of Ontario	1,000 - 4,999			
Employee Force Provider, Inc.	1,000 - 4,999			
Kaiser Foundation Hospitals	1,000 - 4,999			
Chaffey Union High School District	1,000 - 4,999			
CRST Van Expedited, Inc.	1,000 - 4,999			
Total	-	-	-	-

Notes: [a] Per EDD, employment numbers are confidential therefore, only the data for the range of numbers of employees are available.

Source: City of Ontario, Economic Development

Schedule 19

City of Ontario
Full-Time City Government Employees by Function
Last Ten Fiscal Years

	Fiscal Year									
	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
General Government	147	122	126	144	149	138	141	148	179	182
Public Safety	506	596	600	624	640	640	603	659	694	694
Community Development	156	183	131	133	195	127	110	119	137	93
Public Works	289	296	355	376	329	417	406	451	507	548
Total	1,098	1,197	1,212	1,277	1,313	1,322	1,260	1,377	1,517	1,517

Source: City of Ontario, FY 2025-26 Adopted Budget, p.95, Current Budget 2024-25 Full-Time Positions

Note: A full-time employee is scheduled to work 2,080 hours per year (including vacation and sick leave).

City of Ontario
Operating Indicators by Function/Program
Last Ten Fiscal Years

Function/Program	Fiscal Year 2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
General government										
Building permits issued	4,353	4,231	5,130	4,652	4,568	5,827	7,499	7,584	7,127	8,790
Police										
Physical arrests	8,916	10,433	10,024	7,955	6,415	5,142	4,258	4,751	5,767	6,842
Citations	7,957	6,733	7,058	9,415	5,340	4,078	4,989	5,128	6,782	7,596
Parking Citations										15,129
Fire										
Emergency response	18,326	19,418	20,223	20,258	20,623	22,211	22,634	23,621	23,889	24,477
Fire inspections	6,986	3,269	2,843	2,938	3,200	7,146	-	6,068	6,129	5,175
Public works										
Street resurfacing (miles)	11.26	8.97	11.00	13.50	8.00	5.4	3.6	7.6	8.5	4.5
Recreation and Community Services										
Number of recreation classes	1,233	1,202	1,106	1,125	806	202	2,636	2,207	3,926	3,144
Number of facility rentals	5,761	6,754	6,468	5,472	3,181	3,771	199	263	632	964
Library										
Total volumes of books borrowed	466,189	433,527	407,395	419,646	312,583	147,781	278,069	312,303	327,096	307,854
Total volumes of audio/visual items borrowed	127,989	120,066	100,901	100,333	65,548	21,577	16,630	40,314	71,098	90,180
Total volumes of miscellaneous items borrowed	-	-	-	-	-	1,893	3,072	3,613	2,875	5,715
Water										
Number of recycled water connections	290	333	339	417	426	442	497	534	554	616
Number of potable connections	34,000	34,468	35,308	36,831	30,912	37,631	41,567	41,839	42,674	43,955
Average daily potable consumption (MGD)	30	26	30	27	26	28	26.94	24.71	24.32	27.53
Integrated Waste										
Refuse collected (tons per day)	598	655	683	678	739	799	793	785	789	767
Recyclables collected (tons per day)	50	54	55	61	75	98	97	103	108	102
Recyclables recovered (tons per day)	39	37	40	41	49	59	58	70	80	80
Mixed Organic Waste							95	95.75	100	94

Source: City of Ontario, various departments

City of Ontario
Capital Asset Statistics by Function/Program
Last Ten Fiscal Years

	Fiscal Year									
Function/Program	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Police										
Police Stations	2	2	2	2	2	2	2	2	2	2
Fire										
Fire Stations	8	8	9	9	9	10	10	10	11	11
Public Works										
Streets (miles) [a]	503	503	486	508	499	510	530	550	552	562
Traffic Signals	191	207	207	209	217	228	237	237	260	266

[a] *Number of street miles were adjusted to reflect only the mileage in the City of Ontario ~ not the surrounding cities.*

Source: City of Ontario, various departments

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CITY OF ONTARIO CALIF.
SCHOOLS & CHURCHES
BUSINESS & AGRICULTURE
BALANCED COMMUNITY
INCORPORATED 1891

MAYOR
PAUL S. LEON

MAYOR PRO TEM
ALAN D. WAPNER

COUNCIL MEMBERS
JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS

CITY TREASURER
JAMES R. MILHISER

CITY CLERK
SHEILA MAUTZ

CITY MANAGER
SCOTT OCHOA

EXECUTIVE DIRECTOR OF FINANCE
ARMEN HARKALYAN

2025
CITY OF ONTARIO

City of Ontario, California

AB 1600 DEVELOPMENT IMPACT FEE ANNUAL REPORT (AUDITED)

For Fiscal Year Ended June 30, 2025

Prepared By:

Financial Services Agency

CITY OF ONTARIO

AB 1600 DEVELOPMENT IMPACT FEE ANNUAL REPORT FOR FISCAL YEAR ENDED JUNE 30, 2025

TABLE OF CONTENTS

AB1600 DEVELOPMENT IMPACT FEE ANNUAL REPORT – INTRODUCTION.....1

DEVELOPMENT IMPACT FEE (DIF) FUND NUMBER, DESCRIPTION, AND SCHEDULE.....2-11

AB 1600 DEVELOPMENT IMPACT FEE ANNUAL REPORT (AUDITED).....12

DEVELOPMENT IMPACT FEE PROJECT EXPENDITURES.....13

DEVELOPMENT IMPACT FEE ESTIMATED PROJECT START DATE.....14

AB 1600 DEVELOPMENT IMPACT FEE ANNUAL REPORT – INTRODUCTION
JUNE 30, 2025 (AUDITED)

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 development 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 August 16, 2022, by Resolution No. 2022-133 for fees collected on July 01, 2024 – June 30, 2025. This update, as well as the previous update, incorporates the results of the City's 2021-2022 Water, Sewer, Storm Drain, Fiber Optics, 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, 2025, consists of the following schedules:

- Development Impact Fee (DIF) Fund Number, Description, and Schedule
- AB 1600 Development Impact Fee Annual Report (Audited)
- Development Impact Fee Project Expenditures
- Development Impact Fee Estimated Project Start Date

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. There were no interfund transfers or loans made nor were there any refunds made to any persons or entities from any of the City's DIF Funds in Fiscal Year 2024-25. 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/financial-services/development-impact-fees).

Development Impact Fee (DIF) Fund Number, Description, and Schedule

Fund Number		Fund Description
2650	Park Impact/Quimby	Accounts for revenues from developer-paid impact fees for the financial transactions associated with the acquisition and development of new parks, and the initial purchase and/or installation of equipment in new and existing parks.

Land Use Type	Schedule	
Detached Dwelling per Unit	$	15,198
Attached Dwelling per Unit	$	13,470
High Density Dwellings per Unit	$	10,658
Mobile Home Dwelling per Unit	$	12,678

Fund Number		Fund Description
4210	Aquatics Impact	Accounts for revenues from developer-paid impact fees for the construction of aquatics facilities.

Land Use Type	Schedule	
Detached Dwelling per Unit	$	112
Attached Dwelling per Unit	$	100
High Density Dwellings per Unit	$	79
Mobile Home Dwelling per Unit	$	94

Fund Number		Fund Description
4211	General Facility Impact	Accounts for revenues from developer-paid impact fees for the construction of additional or expanded general facilities needed to extend the same level of services to the newly developed community.

Land Use Type	Schedule	
Detached Dwelling per Unit	$	303
Attached Dwelling per Unit	$	107
High Density Dwellings per Unit	$	68
Mobile Home Dwelling per Unit	$	340
Commercial Lodging per Unit	$	51
Retail/Service Use per sq. ft.	$	0.210
Restaurant Use per sq. ft.	$	0.210
Office Use per sq. ft.	$	0.092
Business Use per sq. ft.	$	0.105
Industrial Use per sq. ft.	$	0.054
Institutional Use per sq. ft.	$	0.106

Development Impact Fee (DIF) Fund Number, Description, and Schedule

Fund Number		Fund Description
4212	Integrated Waste Impact	Accounts for revenues from developer-paid impact fees for integrated waste capital equipment and facilities construction.

Land Use Type	Schedule	
Detached Dwelling per Unit	$	704
Attached Dwelling per Unit	$	609
High Density Dwellings per Unit	$	305
Mobile Home Dwelling per Unit	$	609
Commercial Lodging per Unit	$	196
Retail/Service Use per sq. ft.	$	0.478
Restaurant Use per sq. ft.	$	0.660
Office Use per sq. ft.	$	0.181
Business Use per sq. ft.	$	0.238
Industrial Use per sq. ft.	$	0.131
Institutional Use per sq. ft.	$	0.209

Fund Number		Fund Description
4213	Law Enforcement Impact	Accounts for revenues from developer-paid impact fees for law enforcement capital equipment and facilities construction needed for the expansion of police services.

Land Use Type	Schedule	
Detached Dwelling per Unit	$	509
Attached Dwelling per Unit	$	502
High Density Dwellings per Unit	$	502
Mobile Home Dwelling per Unit	$	373
Commercial Lodging per Unit	$	358
Retail/Service Use per sq. ft.	$	0.713
Restaurant Use per sq. ft.	$	0.713
Office Use per sq. ft.	$	0.279
Business Use per sq. ft.	$	0.044
Industrial Use per sq. ft.	$	0.029
Institutional Use per sq. ft.	$	0.201

Fund Number		Fund Description
4214	Library Impact	Accounts for revenues from developer-paid impact fees for the construction of libraries and the additional resources necessary for the expansion of library services.

Land Use Type	Schedule	
Detached Dwelling per Unit	$	1,302
Attached Dwelling per Unit	$	1,154
High Density Dwellings per Unit	$	913
Mobile Home Dwelling per Unit	$	1,086

Development Impact Fee (DIF) Fund Number, Description, and Schedule

Fund Number		Fund Description
4215	Public Use Community Centers Facilities	Accounts for revenues from developer-paid impact fees for the construction of public use or community center facilities.

Land Use Type	Schedule	
Detached Dwelling per Unit	$	1,856
Attached Dwelling per Unit	$	1,645
High Density Dwellings per Unit	$	1,302
Mobile Home Dwelling per Unit	$	1,548

Fund Number		Fund Description
4216	Species Habitat Impact	Accounts for revenues from developer-paid impact fees for the purchase of land and conservation easements to mitigate the loss of open space, to protect endangered and threatened species and their habitat, to promote open space conservation and its inherent benefits, and to mitigate some of the more generalized adverse environmental impacts associated with development.

Land Use Type	Schedule	
Detached Dwelling per Unit	$	706
Attached Dwelling per Unit	$	153
High Density Dwellings per Unit	$	113
Commercial Lodging per Unit	$	98
Retail/Service Use per sq. ft.	$	0.247
Restaurant Use per sq. ft.	$	0.247
Office Use per sq. ft.	$	0.130
Business Use per sq. ft.	$	0.215
Industrial Use per sq. ft.	$	0.156
Institutional Use per sq. ft.	$	0.198

Fund Number		Fund Description
4310	Old Model Colony - Fire Impact	Accounts for revenues from developer-paid impact fees for fire suppression capital equipment and facilities construction that serve the Old Model Colony (OMC) or General City.

Land Use Type	Schedule	
Detached Dwelling per Unit	$	523
Attached Dwelling per Unit	$	479
High Density Dwellings per Unit	$	479
Mobile Home Dwelling per Unit	$	548
Commercial Lodging per Unit	$	299
Retail/Service Use per sq. ft.	$	0.398
Restaurant Use per sq. ft.	$	0.398
Office Use per sq. ft.	$	0.319
Business Use per sq. ft.	$	0.036
Industrial Use per sq. ft.	$	0.025
Institutional Use per sq. ft.	$	0.099

Development Impact Fee (DIF) Fund Number, Description, and Schedule

Fund Number		Fund Description
4311	Old Model Colony - Local Adjacent Sewer Impact	Accounts for revenues from developer-paid impact fees for the construction of libraries and the additional resources necessary for the expansion of library services.

Land Use Type	Schedule	
Detached Dwelling per Unit	$	519
Attached Dwelling per Unit	$	455
High Density Dwellings per Unit	$	390
Mobile Home Dwelling per Unit	$	455
Commercial Lodging per Unit	$	302
Retail/Service Use per sq. ft.	$	0.237
Restaurant Use per sq. ft.	$	0.237
Office Use per sq. ft.	$	0.256
Business Use per sq. ft.	$	0.127
Industrial Use per sq. ft.	$	0.050
Institutional Use per sq. ft.	$	0.148

Fund Number		Fund Description
4312	Old Model Colony - Local Adjacent Streets Impact	Accounts for revenues from developer-paid impact fees for the construction of street infrastructure projects that serve a local area in the Old Model Colony (OMC) or General City.

Land Use Type	Schedule	
Detached Dwelling per Unit	$	1,001
Attached Dwelling per Unit	$	668
High Density Dwellings per Unit	$	414
Mobile Home Dwelling per Unit	$	522
Commercial Lodging per Unit	$	528
Retail/Service Use per sq. ft.	$	2.022
Restaurant Use per sq. ft.	$	2.022
Office Use per sq. ft.	$	1.156
Business Use per sq. ft.	$	1.202
Industrial Use per sq. ft.	$	0.620
Institutional Use per sq. ft.	$	1.320

Fund Number		Fund Description
4313	Old Model Colony - Local Adjacent Storm Drains Impact	Accounts for revenues from developer-paid impact fees for the construction of storm drain infrastructure projects that serve a local area in the Old Model Colony (OMC) or General City.

Land Use Type	Schedule		Per Acre	
Detached Dwelling per Unit	$	2,435		
Attached Dwelling per Unit	$	785		
High Density Dwellings per Unit	$	657		
Mobile Home Dwelling per Unit	$	1,417		
Commercial Lodging per Unit	$	404		
Retail/Service Use per sq. ft.	$	0.425	$	16,396
Restaurant Use per sq. ft.	$	0.425	$	16,396
Office Use per sq. ft.	$	0.510	$	16,396
Business Use per sq. ft.	$	1.232	$	15,940
Industrial Use per sq. ft.	$	1.075	$	17,306
Institutional Use per sq. ft.	$	3.127	$	17,306

Development Impact Fee (DIF) Fund Number, Description, and Schedule

Fund Number		Fund Description
4314	Old Model Colony - Local Adjacent Water Impact	Accounts for revenues from developer-paid impact fees for the construction of water infrastructure projects that serve a local area in the Old Model Colony (OMC) or General City.

Land Use Type	Schedule	
Detached Dwelling per Unit	$	467
Attached Dwelling per Unit	$	320
High Density Dwellings per Unit	$	216
Mobile Home Dwelling per Unit	$	319
Commercial Lodging per Unit	$	129
Retail/Service Use per sq. ft.	$	0.230
Restaurant Use per sq. ft.	$	0.230
Office Use per sq. ft.	$	0.115
Business Use per sq. ft.	$	0.093
Industrial Use per sq. ft.	$	0.025
Institutional Use per sq. ft.	$	0.087

Fund Number		Fund Description
4315	Old Model Colony - Regional Sewer Impact	Accounts for revenues from developer-paid impact fees for the construction of sewer infrastructure projects that serve a larger, regional area in the Old Model Colony (OMC) or General City.

Land Use Type	Schedule	
Detached Dwelling per Unit	$	58
Attached Dwelling per Unit	$	51
High Density Dwellings per Unit	$	43
Mobile Home Dwelling per Unit	$	51
Commercial Lodging per Unit	$	34
Retail/Service Use per sq. ft.	$	0.026
Restaurant Use per sq. ft.	$	0.026
Office Use per sq. ft.	$	0.028
Business Use per sq. ft.	$	0.014
Industrial Use per sq. ft.	$	0.006
Institutional Use per sq. ft.	$	0.016

Fund Number		Fund Description
4316	Old Model Colony - Regional Storm Drains Impact	Accounts for revenues from developer-paid impact fees for the construction of storm drain infrastructure projects that serve a larger, regional area in the Old Model Colony (OMC) or General City.

Land Use Type	Schedule		Per Acre	
Detached Dwelling per Unit	$	128		
Attached Dwelling per Unit	$	41		
High Density Dwellings per Unit	$	35		
Mobile Home Dwelling per Unit	$	75		
Commercial Lodging per Unit	$	21		
Retail/Service Use per sq. ft.	$	0.022	$	863
Restaurant Use per sq. ft.	$	0.022	$	863
Office Use per sq. ft.	$	0.027	$	863
Business Use per sq. ft.	$	0.065	$	839
Industrial Use per sq. ft.	$	0.057	$	911
Institutional Use per sq. ft.	$	0.165	$	911

Development Impact Fee (DIF) Fund Number, Description, and Schedule

Fund Number		Fund Description
4317	Old Model Colony - Regional Street Impact	Accounts for revenues from developer-paid impact fees for the construction of street infrastructure projects that serve a larger, regional area in the Old Model Colony (OMC) or General City.

Land Use Type	Schedule	
Detached Dwelling per Unit	$	1,223
Attached Dwelling per Unit	$	817
High Density Dwellings per Unit	$	505
Mobile Home Dwelling per Unit	$	637
Commercial Lodging per Unit	$	645
Retail/Service Use per sq. ft.	$	2.472
Restaurant Use per sq. ft.	$	2.472
Office Use per sq. ft.	$	1.412
Business Use per sq. ft.	$	1.470
Industrial Use per sq. ft.	$	0.757
Institutional Use per sq. ft.	$	1.614

Fund Number		Fund Description
4318	Old Model Colony - Regional Water Impact	Accounts for revenues from developer-paid impact fees for the construction of water infrastructure projects that serve a larger, regional area in the Old Model Colony (OMC) or General City.

Land Use Type	Schedule	
Detached Dwelling per Unit	$	2,646
Attached Dwelling per Unit	$	1,811
High Density Dwellings per Unit	$	1,221
Mobile Home Dwelling per Unit	$	1,810
Commercial Lodging per Unit	$	730
Retail/Service Use per sq. ft.	$	1.301
Restaurant Use per sq. ft.	$	1.301
Office Use per sq. ft.	$	0.651
Business Use per sq. ft.	$	0.524
Industrial Use per sq. ft.	$	0.140
Institutional Use per sq. ft.	$	0.492

Fund Number		Fund Description
4410	Ontario Ranch - Fire Impact	Accounts for revenues from developer-paid impact fees for fire suppression capital equipment and facilities construction that serve the Ontario Ranch (formerly New Model Colony).

Land Use Type	Schedule	
Detached Dwelling per Unit	$	1,102
Attached Dwelling per Unit	$	1,007
High Density Dwellings per Unit	$	1,007
Commercial Lodging per Unit	$	618
Retail/Service Use per sq. ft.	$	0.847
Restaurant Use per sq. ft.	$	0.847
Office Use per sq. ft.	$	0.637
Business Use per sq. ft.	$	0.072
Industrial Use per sq. ft.	$	0.051
Institutional Use per sq. ft.	$	0.213

Development Impact Fee (DIF) Fund Number, Description, and Schedule

Fund Number		Fund Description
4411	Ontario Ranch - Local Adjacent Fiber Impact	Accounts for revenues from developer-paid impact fees for the construction of fiber optic infrastructure projects that serve a local area in the Ontario Ranch (formerly New Model Colony).

Land Use Type	Schedule	
Detached Dwelling per Unit	$	1,646
Attached Dwelling per Unit	$	1,646
High Density Dwellings per Unit	$	1,646
Commercial Lodging per Unit	$	1,449
Retail/Service Use per sq. ft.	$	1.147
Restaurant Use per sq. ft.	$	1.147
Office Use per sq. ft.	$	1.913
Business Use per sq. ft.	$	0.883
Industrial Use per sq. ft.	$	0.574
Institutional Use per sq. ft.	$	1.910

Fund Number		Fund Description
4412	Ontario Ranch - Local Adjacent Sewer Impact	Accounts for revenues from developer-paid impact fees for the construction of sewer infrastructure projects that serve a local area in the Ontario Ranch (formerly New Model Colony).

Land Use Type	Schedule	
Detached Dwelling per Unit	$	739
Attached Dwelling per Unit	$	561
High Density Dwellings per Unit	$	339
Commercial Lodging per Unit	$	431
Retail/Service Use per sq. ft.	$	0.135
Restaurant Use per sq. ft.	$	0.135
Office Use per sq. ft.	$	0.395
Business Use per sq. ft.	$	0.159
Industrial Use per sq. ft.	$	0.194
Institutional Use per sq. ft.	$	0.212

Fund Number		Fund Description
4413	Ontario Ranch - Local Adjacent Streets Impact	Accounts for revenues from developer-paid impact fees for the construction of street infrastructure projects that serve a local area in Ontario Ranch (formerly New Model Colony).

Land Use Type	Schedule	
Detached Dwelling per Unit	$	2,742
Attached Dwelling per Unit	$	1,831
High Density Dwellings per Unit	$	1,133
Commercial Lodging per Unit	$	1,446
Retail/Service Use per sq. ft.	$	5.541
Restaurant Use per sq. ft.	$	5.541
Office Use per sq. ft.	$	3.167
Business Use per sq. ft.	$	3.295
Industrial Use per sq. ft.	$	1.698
Institutional Use per sq. ft.	$	3.618

Development Impact Fee (DIF) Fund Number, Description, and Schedule

Fund Number		Fund Description
4414	Ontario Ranch - Local Adjacent Storm Drains Impact	Accounts for revenues from developer-paid impact fees for the construction of storm drain infrastructure projects that serve a local area in Ontario Ranch (formerly New Model Colony).

Land Use Type	Schedule		Per Acre	
Detached Dwelling per Unit	$	3,182		
Attached Dwelling per Unit	$	1,209		
High Density Dwellings per Unit	$	1,017		
Commercial Lodging per Unit	$	689		
Retail/Service Use per sq. ft.	$	1.469	$	30,287
Restaurant Use per sq. ft.	$	1.469	$	30,287
Office Use per sq. ft.	$	1.293	$	30,287
Business Use per sq. ft.	$	1.267	$	29,447
Industrial Use per sq. ft.	$	1.260	$	31,970
Institutional Use per sq. ft.	$	1.468	$	31,970

Fund Number		Fund Description
4415	Ontario Ranch - Local Adjacent Water Impact	Accounts for revenues from developer-paid impact fees for the construction of water infrastructure projects that serve a local area in Ontario Ranch (formerly New Model Colony).

Land Use Type	Schedule	
Detached Dwelling per Unit	$	2,428
Attached Dwelling per Unit	$	1,333
High Density Dwellings per Unit	$	707
Commercial Lodging per Unit	$	1,020
Retail/Service Use per sq. ft.	$	0.797
Restaurant Use per sq. ft.	$	0.797
Office Use per sq. ft.	$	0.721
Business Use per sq. ft.	$	0.621
Industrial Use per sq. ft.	$	0.642
Institutional Use per sq. ft.	$	0.585

Fund Number		Fund Description
4416	Ontario Ranch - Regional Fiber Impact	Accounts for revenues from developer-paid impact fees for the construction of fiber optic infrastructure projects that serve a larger, regional area in Ontario Ranch (formerly New Model Colony).

Land Use Type	Schedule	
Detached Dwelling per Unit	$	411
Attached Dwelling per Unit	$	411
High Density Dwellings per Unit	$	411
Commercial Lodging per Unit	$	362
Retail/Service Use per sq. ft.	$	0.287
Restaurant Use per sq. ft.	$	0.287
Office Use per sq. ft.	$	0.478
Business Use per sq. ft.	$	0.221
Industrial Use per sq. ft.	$	0.143
Institutional Use per sq. ft.	$	0.478

Development Impact Fee (DIF) Fund Number, Description, and Schedule

Fund Number		Fund Description
4417	Ontario Ranch - Regional Sewer Impact	Accounts for revenues from developer-paid impact fees for the construction of sewer infrastructure projects that serve a larger, regional area in Ontario Ranch (formerly New Model Colony).

Land Use Type	Schedule	
Detached Dwelling per Unit	$	903
Attached Dwelling per Unit	$	685
High Density Dwellings per Unit	$	414
Commercial Lodging per Unit	$	527
Retail/Service Use per sq. ft.	$	0.164
Restaurant Use per sq. ft.	$	0.164
Office Use per sq. ft.	$	0.482
Business Use per sq. ft.	$	0.194
Industrial Use per sq. ft.	$	0.237
Institutional Use per sq. ft.	$	0.260

Fund Number		Fund Description
4418	Ontario Ranch - Regional Storm Drains Impact	Accounts for revenues from developer-paid impact fees for the construction of storm drain infrastructure projects that serve a larger, regional area in Ontario Ranch (formerly New Model Colony).

Land Use Type	Schedule		Per Acre	
Detached Dwelling per Unit	$	562		
Attached Dwelling per Unit	$	213		
High Density Dwellings per Unit	$	179		
Commercial Lodging per Unit	$	122		
Retail/Service Use per sq. ft.	$	0.259	$	5,345
Restaurant Use per sq. ft.	$	0.259	$	5,345
Office Use per sq. ft.	$	0.228	$	5,345
Business Use per sq. ft.	$	0.224	$	5,196
Industrial Use per sq. ft.	$	0.222	$	5,642
Institutional Use per sq. ft.	$	0.259	$	5,642

Fund Number		Fund Description
4419	Ontario Ranch - Regional Streets Impact	Accounts for revenues from developer-paid impact fees for the construction of street infrastructure projects that serve a larger, regional area in Ontario Ranch (formerly New Model Colony).

Land Use Type	Schedule	
Detached Dwelling per Unit	$	2,244
Attached Dwelling per Unit	$	1,498
High Density Dwellings per Unit	$	927
Commercial Lodging per Unit	$	1,183
Retail/Service Use per sq. ft.	$	4.534
Restaurant Use per sq. ft.	$	4.534
Office Use per sq. ft.	$	2.591
Business Use per sq. ft.	$	2.696
Industrial Use per sq. ft.	$	1.390
Institutional Use per sq. ft.	$	2.961

Development Impact Fee (DIF) Fund Number, Description, and Schedule

Fund Number	Fund Description	
4420	Ontario Ranch - Regional Water Impact	Accounts for revenues from developer-paid impact fees for the construction of water infrastructure projects that serve a larger, regional area in Ontario Ranch (formerly New Model Colony).

Land Use Type	Schedule	
Detached Dwelling per Unit	$	7,283
Attached Dwelling per Unit	$	3,999
High Density Dwellings per Unit	$	2,122
Commercial Lodging per Unit	$	3,060
Retail/Service Use per sq. ft.	$	2.391
Restaurant Use per sq. ft.	$	2.391
Office Use per sq. ft.	$	2.162
Business Use per sq. ft.	$	1.862
Industrial Use per sq. ft.	$	1.927
Institutional Use per sq. ft.	$	1.754

City of Ontario
AB 1600 Development Impact Fee Annual Report
Pursuant to Government Code Section 66006
For Fiscal Year Ended June 30, 2025 (Audited)

			Revenues				Expenditures			
Fund	**Development Impact Fee Purpose**	**Fund Balance July 1, 2024 [1]**	**DIF Collections**	**Interest**	**Gains/Losses**	**Other Sources/(Uses)**	**DIF Credit Redemption**	**DIF Customer Refunds**	**Project Expenditures**	**Fund Balance June 30, 2025**
2650	Park Impact / Quimby	48,540,391	22,234,977.11	1,753,967.48	939,773.98	-	9,711,764	11,248	5,193,162	58,552,936
4210	Aquatics Impact	1,115,554	164,857.61	40,906.95	21,480.35	-	-	84	-	1,342,715
4211	General Facilities Impact	8,538,495	332,300.43	302,005.19	156,735.54	-	-	156	-	9,329,380
4212	Integrated Waste Impact	9,777,366	1,111,423.85	359,993.76	186,620.75	-	-	1,216	318,489	11,115,699
4213	Law Enforcement Impact	3,168,717	931,628.81	122,254.32	64,594.30	-	-	-	49,470	4,237,725
4214	Library Impact	12,922,387	1,907,849.18	473,819.23	248,765.65	-	5,374	964	-	15,546,483
4215	Public Use Community Centers Facilities	14,413,593	2,719,822.16	537,710.51	283,049.24	-	-	1,372	-	17,952,803
4216	Species Habitat Impact	11,334,775	951,233.76	(0.00)	109,106.16	-	-	67,522	53,095	12,274,499
4310	Old Model Colony - Fire Impact	(1,746,862)	234,540.56	(56,747.66)	(9,866.75)	-	-	-	-	(1,578,936)
4311	Old Model Colony - Local Adjacent Sewer	4,937,939	187,034.59	174,367.49	90,604.06	-	-	261	-	5,389,684
4312	Old Model Colony - Local Adjacent Streets	4,066,302	392,135.17	100,003.68	43,135.96	519.39	-	1,018	4,118,757	482,321
4313	Old Model Colony - Local Adjacent Storm Drains	16,781,720	510,359.77	606,242.56	312,169.86	-	-	510	27,239	18,182,742
4314	Old Model Colony - Local Adjacent Water	4,008,277	114,905.55	141,918.66	73,240.22	-	-	418	-	4,337,923
4315	Old Model Colony - Regional Sewer	3,196,090	20,656.00	111,986.01	57,813.18	-	-	31	-	3,386,514
4316	Old Model Colony - Regional Streets	2,113,475	27,018.24	74,371.89	38,341.69	-	-	26	-	2,253,181
4317	Old Model Colony - Regional Storm Drains	10,940,370	478,888.29	389,648.73	199,809.80	-	-	1,246	189,046	11,818,425
4318	Old Model Colony - Regional Water	17,818,538	649,631.88	633,154.12	326,732.52	-	-	2,358	-	19,425,698
4410	Ontario Ranch - Fire Impact	2,184,787	976,233.12	83,788.77	40,190.94	-	923,067	-	-	2,361,933
4411	Ontario Ranch - Local Adjacent Fiber	4,440,642	2,540,945.08	180,286.61	101,937.64	-	6,859	-	-	7,256,952
4412	Ontario Ranch - Local Adjacent Sewer	1,071,504	445,251.19	42,227.26	22,573.85	-	52,104	-	-	1,529,452
4413	Ontario Ranch - Local Adjacent Streets	24,352,604	2,573,336.99	819,173.45	387,426.46	-	8,883,355	-	-	19,249,187
4414	Ontario Ranch - Local Adjacent Storm Drains	25,053,135	1,489,231.48	841,579.31	405,095.73	-	7,180,496	-	-	20,608,546
4415	Ontario Ranch - Local Adjacent Water	27,179,171	1,314,644.97	896,182.77	429,192.50	0.01	8,894,490	-	189,360	20,735,342
4416	Ontario Ranch - Regional Fiber	(12,269,996)	484,288.40	(420,506.51)	(89,119.71)	-	8,220	-	-	(12,303,554)
4417	Ontario Ranch - Regional Sewer	3,292,202	1,175,537.96	126,506.22	69,067.23	-	-	-	-	4,663,314
4418	Ontario Ranch - Regional Storm Drains	4,896,042	297,409.07	259,267.57	134,533.98	-	41,080	-	-	5,546,173
4419	Ontario Ranch - Regional Streets	6,410,278	1,826,755.82	200,698.02	137,295.93	-	2,008,460	-	1,250,989	5,315,579
4420	Ontario Ranch - Regional Water	15,184,463	6,326,825.49	896,295.10	465,929.96	-	1,847,394	-	611,084	20,415,035
	Total	**$ 273,721,960**	**$ 52,419,723**	**$ 9,691,101**	**$ 5,246,231**	**$ 519**	**$ 39,562,662**	**$ 88,430**	**$ 12,000,692**	**$ 289,427,751**

Legend
DIF Collections: Development Impact Fee assessed at building permit issuance.
Interest: Interest income.
Gains/Losses: Gain/Loss on Securities and change in fair value
Other Sources/(Uses): Miscellaneous revenues, billings, reimbursements, contributions, property rental, and Measure I.
DIF Credit Redemption: DIF credits used for refunds on paid permit fees.
DIF Customer Refunds: Overcharged amount due to incorrect land Use Type at Building permit issuance.
Project Expenditures: Costs incurred on specific DIF projects, see "Project Details 2025"
Refunds included in this table represent over payments from applicants and not refunds pursuant to Government Code, section 66006(b)(1)(H)

[1] Adjusted fund balance included additional interest and gains/losses earned as of June 30, 2024.

City of Ontario
Development Impact Fee Project Expenditures
For Fiscal Year Ended June 30, 2025 (Audited)

City Project	DIF Project	Description		Annual Expenditure
PA1903	PK-001	Skate Park Development		80,047
PA1904	PK-001	Ontario Ranch Great Park		5,113,115
			Fund 2650 Subtotal	5,193,162
N/A	RS-002	Refuse Automated Side Loading Vin 115179		318,489
			Fund 4212 Subtotal	318,489
PF2302	LE-002	Expend PD Locker Bases		9,588
PF2302	LE-002	Renovate PD Training and Traffic Area		39,882
			Fund 4213 Subtotal	49,470
PA2420	LS-001	Ontario Sports Empire - Environmental Impact Review (EIR)		53,095
			Fund 4216 Subtotal	53,095
ST1510	ST-036/ST-053	Mountain & Holt Intersection Widening		155,400
ST1511	ST-042/ST-053	Grove & Holt Intersect Widen		1,061,760
ST1710	ST-129	Fourth St Bridge Undercrossing - Reimbursement Agreement		2,901,597
			Fund 4312 Subtotal	4,118,757
N/A	SD-075	Master Plan of Drainage		27,239
			Fund 4313 Subtotal	27,239
ST2418	ST-111	Grove/I10 Interchange-Corridor - Phase 2		189,046
			Fund 4317 Subtotal	189,046
WA2004	WT-009/WT-010	Ontario Ranch Phase 2 Water Main Improvements		189,360
			Fund 4415 Subtotal	189,360
ST-1411	ST-106	SR60 at Archibald Interchange - Reimbursement Agreement		1,250,989
			Fund 4419 Subtotal	1,250,989
WA9910	WT-002	New Well No. 43		14,960
WA1907	WT-032	Groundwater Wellhead Treatment		84,486
WA2004	WT-009/WT-010	Ontario Ranch Phase 2 Water Main Improvements		511,638
			Fund 4420 Subtotal	611,084

There were no expenditures made from any other City DIF Fund in Fiscal Year 2024-25.

Estimated Project Start Date

Project #	Project Title	Estimated Project Start Date
ST-005	Chino Avenue From Euclid To Milliken	FY2026-27
ST-018	Hellman Avenue From Riverside To Merrill	FY2026-27
ST-019	Riverside Drive From Euclid To Milliken (P)	FY2026-27
ST-022	Vineyard Avenue From Riverside To Merrill	FY2026-27
ST-111	1-10 Freeway at Grove/Fourth	FY2031-32
SD-050	Offsite Euclid Avenue Storm Drain	FY2029-30
SD-058	Grove Avenue, 60 Freeway To Riverside Drive	FY2029-30
SD-059	Campus Avenue, Cedar To Riverside	FY2028-29
SD-063	Fourth Street, El Dorado To Cucamonga Creek	FY2029-30
SD-066	Cucamonga Avenue, 60 Freeway To Riverside	FY2029-30
SD-073	San Antonio Avenue, Francis To Cypress Channel	FY2028-29
SD-077	Campus Avenue, State to Francis (Phase 2 Of SD-053)	FY2028-29
SD-086	San Antonio & Phillips, Euclid to Francis (Phase 2, SD-073)	FY2028-29
WT-008	Phillips Street 1010' Zone Wells	FY2029-30
SW-022	Vineyard Avenue, South Of Cedar Et. Al.	FY2027-28
SW-040	Vineyard S/O Airport And Easement	FY2028-29
SW-053	Vineyard Trunk Sewer	FY2025-26
GF-001	City Hall And Annex Reconfiguration	FY2026-27
LB-001	Library Facilities Space Expansion	FY2028-29
PF-001	Public Use Facilities Space Expansion	FY2028-29

CITY OF ONTARIO *Agenda Report* **January 20, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Lance Verdugo Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Bonnie Tam, Jacqueline Leon Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 9

SUBJECT: **AUTHORIZE THE PURCHASE OF ELECTRIC VEHICLE CHARGERS WITH BODEV, INC. FOR THE PUBLIC WORKS YARD UTILIZING THE ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT FUNDING**

RECOMMENDATION: That the City Council authorize the City Manager, or his designee, to approve the purchase and delivery of six AuTel level 2 and two AuTel direct current electric vehicle (EV) chargers from BodEV Inc., of La Habra, California, utilizing the Energy Efficiency and Conservation Block Grant (EECBG) funding from the U.S. Department of Energy (DOE) in the amount of $173,184 plus a 10% contingency for a total not-to-exceed amount of $190,502, consistent with the terms and conditions of the Sourcewell Contract #032824-ELV.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Pursue City's Goals and Objectives by Working with Other Governmental Agencies
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 2025-26 Adopted Budget includes appropriations in the Parking Fund for the purchase of EV chargers through the EECBG program. This is an equipment rebate voucher, and no cost sharing is required. The total cost of the EV chargers is in the amount of $173,184 plus a 10% contingency for a total not-to-exceed amount of $190,502.

BACKGROUND & ANALYSIS: On September 17, 2024, the City accepted grant award funds in the amount of $218,330 from the EECBG program. The chargers will be installed at the Public Works Yard located at 1425 S. Bon View Avenue for City fleet use. Expanding the number of electric vehicle chargers is essential to supporting the City's transition to a more sustainable fleet, improving air quality, and advancing the City's goal of being the premier community in the Inland Empire.

Municipal Code Section 2-6.29 allows for the purchase of supplies and equipment through co-operative purchasing programs, pursuant to California Government Code Section 6502 and City of Ontario Resolution No. 91-141. Cooperative purchasing allows the City to pool its procurement power with other public agencies to obtain lower pricing than otherwise might be possible.

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Solicitation Number: RFP #032824

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Electric Vehicle Conversions, LLC, 11043 Shoemaker Avenue, Santa Fe Springs, CA 90670 (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 Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services 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.

EXPIRATION DATE AND EXTENSION. This Contract expires July 9, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. 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. 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.

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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 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;
- 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 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 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.

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;
- 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

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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 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 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.

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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.

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.

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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.*

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, 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.

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.

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 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

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *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.

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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 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.

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

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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.

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).

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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 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

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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 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 cannot 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 a 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.

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	Electric Vehicle Conversions, LLC
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: C28D0B62DD12492...
By: _____	By: _____
Jeremy Schwartz	Jeramy Ostrander
Title: Chief Procurement Officer	Title: CEO
Date: 7/5/2024 | 8:42 AM CDT	Date: 7/4/2024 | 8:39 PM PDT

RFP 032824 - Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services

Vendor Details

Company Name:	Electric Vehicle Conversions, LLC
Does your company conduct business under any other name? If yes, please state:	Electric Vehicle Choice
Address:	11033 Shoemaker Ave. Santa Fe Springs, CA 90670
Contact:	Jeramy Ostrander
Email:	jeramy@evchoice.com
Phone:	562-273-7777
Fax:	562-944-0169
HST#:	85-4132110

Submission Details

Created On:	Wednesday March 20, 2024 16:02:39
Submitted On:	Thursday March 28, 2024 13:55:38
Submitted By:	Jeramy Ostrander
Email:	jeramy@evchoice.com
Transaction #:	ab5f9c3c-c693-4cb4-b9f1-dfd6f15d6313
Submitter's IP Address:	98.149.117.245

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")	Electric Vehicle Conversions LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Subsidiary: Electric Vehicle Choice Americas ("EVCA") - HQ in NJ Partner OEMs (Corporate): Cenntro, SEA Electric, Motiv Power Systems, Hyzon, Odyne, EvoLectric, BisonEV, Voltu,Harbinger Partner Distributors: Mohawk Electric Trucks, PAPE Kenworth (EV Only)	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Electric Vehicle Conversions LLC d/b/a Electric Vehicle Choice ("EVC")	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	N/A. EVC does not currently have a CAGE code or SAM UEI.	*
5	Proposer Physical Address:	11043 Shoemaker Avenue, Santa Fe Springs, CA 90670	*
6	Proposer website address (or addresses):	https://www.evchoice.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):	Jeramy Ostrander, CEO, jeramy@evchoice.com, (800)893-7711, 11043 Shoemaker Avenue, Santa Fe Springs, CA 90670	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jeramy Ostrander, CEO, jeramy@evchoice.com, (800)893-7711, 11043 Shoemaker Avenue, Santa Fe Springs, CA 90670	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	April Rosenquist, Sales Manager, april@evchoice.com, (800)893-7711, 11043 Shoemaker Avenue, Santa Fe Springs, CA 90670 Christine Ostrander, Chief Marketing Officer, christine@evchoice.com, (800)893-7711, 11043 Shoemaker Avenue, Santa Fe Springs, CA 90670	

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.	Electric Vehicle Choice (EVC) is the most trusted and experienced distributor of Battery Electric, Hydrogen Fuel Cell Electric Vehicles and Fleet Electrification Products & Services in the United States. Based in Southern California, the epicenter of the Electric Vehicle and Zero Emission Fleet Revolution, EVC and its affiliate companies have been advising public and private companies alike on Federal EPA and California Air Resources Board (CARB) compliance for over two decades. In fact, it was EVCs affiliate company, Diesel Exhaust & Emissions (DEE), founded in 2007, that created the Diesel Particulate Filter (DPF) cleaning standards and retrofit solutions that were adopted by CARB and the State of California, and which are now being adopted by other CARB States. EVC is often called on as an expert by State Officials for CARB and CARB compliant states in support of their Zero Emission Fleet mandates. For reference, CARB States include Colorado, Connecticut, Delaware, Maine, Maryland, Massachusetts, Minnesota, Nevada, New Jersey, New Mexico, New York, Oregon, Pennsylvania, Rhode Island, Vermont, Virginia, and Washington, all of which follow the California standards that EVC's CEO has worked on with CARB Officials on for over 20 years. More and more states join the CARB compact each year. In our company documentation, and as a testament to EVC's industry leadership, you will find a picture of EVC President, Jeramy Ostrander, with California Governor, Gavin Newsom, while presenting a Hyzon Hydrogen Fuel Cell Truck at a World Energy Hydrogen Fuel Cell Partnership event in conjunction with the Alliance for Renewable Clean Hydrogen Energy Systems (ARCHES). This Hyzon FCEV became the first Class 8 Hydrogen Truck registered with the port authority to gain new zero emissions compliance. Given the State of California's leading role in the electric vehicle revolution, and DEE's recognition as the premier resource on CARB mandates and regulations regarding heavy duty diesel exhaust and emissions, Christine Ostrander founded EVC in 2021, in response to (a) the overwhelming demand of DEE's customers to support their Fleet Electrification goals, and (b) Advanced Clean Fleets (ACF) and Advanced Clean Trucks (ACT) regulations which set aggressive mandates for the transition from Internal Combustion (ICE) engines to to Zero Emissions Vehicles (ZEVs) over the next 20 years. Upon its founding, EVC became California's first 100% zero emissions commercial dealership and service center and the premier provider of top Electric Vehicle Brands including Motiv Power Systems, Phoenix Motorcars, Kenworth, SEA Electric, Hyzon, and others. Similar to DEE for Diesel in terms of ICE compliance and standards, these OEMs have come to rely on EVC's expertise in EPA & CARB regulations in the development of their own electric vehicles and associated programs. Part of EVC's unique value add to both suppliers and customers is its expert knowledge of these vehicle systems. EVC is widely recognized for this expertise having developed the first of its EV Maintenance Curriculum with Palomar College in San Marcos, CA allowing for the launch of the groundbreaking "Zero Emissions Technology" Program preparing students for careers in the Heavy Duty EV technician field. The High Voltage Training and Safety Program with Palomar College offers courses in Heavy-Duty Electricity, Troubleshooting & Repair of High Voltage Systems and Hydrogen Fuel Cells and Systems. EVC was also asked to be the keynote speaker for the Municipal Equipment Maintenance Association's (MEMA) 2022 National Meeting. With such expertise, it is clear why EVC is a trusted partner to manufacturers and customers alike when it comes to sales, service, training, regulatory development and advisory in this field. Critical to EVC's business model and as a testament to its leading position in the market, EVC is enrolled in the essential Federal and State government incentive programs to help both government and private fleets go electric. A few of these programs include (a) the Federal Inflation Reduction Act (IRA), under which EVC is a certified Clean Energy Officer, allowing the company to generate point of sale rebates for customers for each transaction, (b) California Heavy Vehicle Incentives Program (HVIP), which is being adopted by the federal government and 17 other states across the country, (c) California CORE, (d) the Volkswagen (VW) Mitigation Trust, which disburses settlement funds to support electrification, (e) EnergIIZE Electric Infrastructure, and, (f) The 45W Federal Program, which offers customers – including government agencies without tax liabilities – the opportunity to receive point of sales rebates on electric vehicles and related accessories. Certified enrollment of EVC (as distributor) and its Partners OEMs (as manufacturers) will be key to EVC and its Partner OEMs upon a Sourcewell award, as (currently) the market is heavily subsidized. As an example, the City of Long Beach agreed to purchase 21 Class III-V Electric Trucks for $4,568,400 on which EVC was/is able to secure $2,108,850 (including the now available Federal funds) in grants. Whereas other vendors may not have the Certifications and Enrollments with the grant agencies to pass along Incentives and Rebates to Public Entities, EVC does. Given EVC's leading position as an Innovation Leader for these critical low-emission emerging technologies, a Certified

		Vendor for the most critical Incentive programs to benefit public and private fleets alike, as well as a long-time trusted sales and service center to the top EV OEMs in the industry, it is clear why so many OEMs chose EVC to lead the Sourcewell RFP on their behalf. EVC is eager to support Sourcewell Members with its expertise and support as they, too, go electric. As part of EVC's commitment to supporting its existing and future Sourcewell Member Customers, and Sourcewell in response to this RFP, EVC is proud to have work with cooperative contract experts at Mohawk Electric Trucks, with a former employee of a four (4) time Sourcewell Awardee. This vendor earned, in 2018, the Sourcewell Legendary Leadership Award based on its consistent performance with Sourcewell over multiple awards, and securing multiple State level adoptions. This vendor currently sits on Sourcewell's Vendor Advisory Council, and is the top performing vendor in its Fleet category. Mohawk Electric Truck's Sales Manager will join EVC as Market Development Officer, and as President of EVCA, responsible for administering and marketing a Sourcewell Award, training EVC and Partner OEM salesforce on use of the Sourcewell Awarded Contract, and executing State-level Contracts. EVC and our Partner OEM are thrilled to make the investment in this Market Development Officer position, as it will greatly enable our contracting success with Sourcewell and its Membership, as supported by a key agent for one of Sourcewell's longtime, leading vendors. With its strong operating history, and investment in EVC's Market Development capabilities as mentioned above, EVC was selected as the sole authorized Sourcewell Agent / Distributor for more than 10 brands on this Contract. At the direction of EVC's Market Development Officer-who has extensive experience structuring and operationalizing Sourcewell Contracts as both a vendor and consultant, EVC has structured our offering and pricing such that OEM Direct Sales and Dealers/Distributors would be incentivized to leverage the Contract and serve Sourcewell Members across the Country, under EVC's Sourcewell Contract. We believe this to be a critical component to best-serve Sourcewell Members, to be a key partner to Sourcewell in the organization's endeavor to help members electrify their fleets, and to ensure customers have a positive electrification experience, from initial outreach for the first unit to operations, training, service and maintenance. This positive experience is important to EVC as a company, and as a group of professionals deeply committed to low emission, electric transportation. To build this movement, EVC is committed to ensuring the satisfaction of each customer and member who is choosing to go electric. EVC's "group offering" composed of 10+ Partner OEMs and Distributors under EVC's Contract represents, without a doubt, the largest sales and service network dedicated solely to Electric Vehicles in the Country, comprising hundreds of Sales Professionals and more than 2,000 ASE and/or DOT Certified Service Technicians. EVC "Core 8" Values include; Sustainability: We prioritize environmental sustainability by distributing electric vehicles, aiming to reduce emissions and conserve resources for a positive impact on the planet. Innovation: Core to our business, we continuously explore new technologies to lead the electric vehicle industry, driving progress for a better future. Customer-Centric Approach: Focused on understanding and meeting customer needs, we deliver exceptional service built on trust, transparency, and responsiveness. Accessibility: Making electric vehicles accessible to all, we offer diverse, affordable options applying all commensurate government funding and incentives along with accessible financing in order to democratize sustainable transportation. EVC heavily advocated for small business and small fleets, having championed the Innovative Small E-Fleet (ISEF) set-aside with and for the CA HVIP program. Integrity: Upholding honesty, fairness, and ethical behavior in all interactions, we build trust with customers, partners, and employees for lasting success. Collaboration: By fostering collaboration internally and externally, we address challenges and achieve shared goals effectively. Diversity and Inclusion: Celebrating differences, we foster an inclusive environment where all are valued, respected, and empowered to contribute their best. Safety: Safety is paramount. We prioritize the well-being of our stakeholders by adhering to rigorous safety standards and practices throughout our operations ensuring the reliability and trustworthiness of our products and services.	*
11	What are your company's expectations in the event of an award?	Our expectation in the event of award - Support and promote the Sourcewell Multiple award schedule with our partners and customers. - Attend government trade shows and develop Sourcewell and government procurement marketing, sales, and operating collateral to support Sourcewell members. Enroll current sales and sales administrative staff in Sourcewell U. - Initiate Sourcewell Training Roadshow for all Partner OEM's including Direct Sales and Distributors, led by EVC Market Development Officer, who has trained over 800 Sales Rep on using Sourcewell and other cooperative contracts, resulting in hundreds of millions in sales. Continue learning and networking by attending the annual H2O Conference. - Reinforce the consultative relationship developed between EVC Market Development Officer staff and the State's Contracting Officers up to and including state adoptions. Seek statewide adoptions. Help government fleets achieve zero emissions mandates and be successful with these new technologies. - To vigorously market and offer EVC Driver and Operator training and EVC High Voltage / EV Maintenance Technician and Safety Training to properly maintain and diagnose, as Operator and Tech training is the underpinning of successful EV Fleet Transition and the precursor of Fleetwide Adoption from trial vehicles. - To secure an imminent $3M Purchase Order from the City of Long Beach (SW Member No. 152466), which has issued a conditional purchase order to EVC upon securing a cooperative contract, most preferably Sourcewell.	*
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.	Please see attached "Letter of Good Standing" from US BANK.	*
13	What is your US market share for the solutions that you are proposing?	EVC Partner OEMs represent a substantial percent of Commercial Heavy Duty (Class IV-VIII) Electric Vehicles sold across North America, controlling an estimated 10-50% market share, by class. As the Sourcewell Representative for these brands, EVC and our partners will drive significant business through the Sourcewell Contract, and meet the needs and mandates of Sourcewell Member and a multitude of public fleet use cases, from Class 5 Aerial / Utility Trucks, to RePowered or New Class 7 Dump Trucks. Estimated Market Share for Partner OEMs is as follows Class IV: 30% (Phoenix 25%. Cenntro 5%) Class V: 50% (Motiv 30%, SEA Electric 20%) Class VI: 20% (Kenworth 10%, SEA Electric 10%) Class VII: 10% (Kenworth 10%) Class VIII: 15% (Hyzon 5%, Kenworth 10%) RePower/Conversion Market for Class III-VIII: > 50% (BisonEV, Evolectric, Voltu) Note, EVC only represents Kenworth's Class VI-VIII Commercial Electric Trucks (via Pape), not it's Internal Combustion lines.	*
14	What is your Canadian market share for the solutions that you are proposing?	EVC Partner OEMs currently serve both the U.S. and Canada. As the Canadian marketplace for Electric and Zero Emission vehicles expands, so too will our investment in the marketplace. Part of the challenge for Fleet Electrification in Canada is temperature. This challenge is being mitigated by improving Electric Vehicle Technology including battery conditioning.	*

15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, EVC has not petitioned for bankruptcy protection.	*
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?	EVC is best described as the Master Distributor or Sales Agent for the Partner OEMs represented in this RFP. This includes representation for Partner OEMs Direct Salesforce and Distributors, who upon award will (based on how EVC has structured the RFP response) have access to and are incentivized to leverage the Contract, with EVC as the Prime Vendor. As an example, Phoenix Motor Company, which has selected EVC to be its sole authorized distributor/agent to pursue this Sourcewell Contract, has structured its offering to EVC such that Phoenix Direct Sales Force (9), Direct Service Force (30), Dealers (8), and Dealer Sales and Service Team (300) are all incentivized to leverage the program through EVC. By structuring operations in this way, Sourcewell Members will benefit from nationally awarded, locally-sourced and supported electric fleet offerings. EVC is also a service center, upfitter, electric vehicle conversion company (a/k/a RePowerer) with significant technical expertise and capabilities. EVC installs bodies, accessories (liftgates, stake beds, utility cranes, etc.), and conversion kits for RePower. EVC is also a highly sought after advisor/consultant to private and public fleest alike, including, recently, by the Department of Environmental Quality for the State of Oregon, CARB, and Heavy Duty Trucking Schools for curriculum development as it relates to Diesel/CARB Compliance, and High Voltage Training, Maintenance and Safety. EVC's Partner OEM Letters of Supply for Sourcewell are attached to this RFP (ref, "Letters of Supply)."	*
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.	-EVC holds the requisite Dealer Licenses to sell vehicles nationwide via broker endorsement. -EVC is a Certified Dealer and Service Center for the Partner OEMs it represents for this RFP. EVC is certified as a dealer and officer for the critical Federal and State Incentive/Rebate programs to support the electrification of its customers and Sourcewell Members. -Occupational Dealer License, with Nationwide Broker Endorsement Federal IRA Clean Energy Officer License -Certified CA Heavy Duty Vehicle Incentive Program (HVIP) Dealer Certified VW Mitigation Dealer -Factory authorized sales and service center for each of our respected manufacturers.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not applicable. EVC has not been subject to Suspension or Debarment.	*

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	- For its leadership in the EV industry, EVC was given the honorary role of presenting California Governor Gavin Newsom with the first Class 8 Hydrogen Fuel Cell EV Truck at the World Energy Event. - EVC has been showcased in Calstart Ride and Drive events with all electric commercial trucks. - EVC was keynote presenter at Municipal Equipment Maintenance Association meeting in 2022 - EVC was selected to serve on the advisory committee for the Palomar College "Zero Emissions Technologies" curriculum for maintenance and safety. - EVC was selected by Certified Safe Driver School (CSD) to establish the first training courses for driving heavy duty zero emissions vehicles. - EVC and our Partner OEMs have also been widely recognized for their innovations in the field of emerging electric vehicle technologies	*
20	What percentage of your sales are to the governmental sector in the past three years	Approximately 50% of EVCs sales over the past three years were to the governmental sector.	*
21	What percentage of your sales are to the education sector in the past three years	Approximately 10% of EVCs sales over the past three years were to the education sector.	*
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?	This is EVC's first RFP response to any federal, state, or cooperative contracts. With the hiring of EVC's Market Development Officer (MDO) as mentioned above, EVC and its Partner OEMs will be investing heavily in cooperative contracts with Sourcewell, given more than 80% of government fleet spending on EVs occurs at the political subdivision levels. Additionally, under the leadership of EVC's Market Development Officer, EVC and our Partner OEMs will pursue State-level Contracts with Sourcewell, of which our MDO has secured many, including Sourcewell's first adoption with the State of Texas.	*
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?	Not applicable. At this time, EVC is focused on public fleets at the State and Political Subdivision (Municipal, County, City, District) level.	*

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 *	
State of Oregon (SW Member No. 8269)	Kevin Downing (DEQ)	503-229-6549	*
San Diego School District (SW Member No. 150786)	John Burciaga	619-559-7502	*
City of Burbank (SW Member No. 21326)	John Regan	818-823-3474	*
New Jersey City University (SW Member No. 60977)	Patrick Bartole	201-200-3559	
City of Los Angeles (SW Member No. 31706)	Dean Tedtaotao	626-703-8267	

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 *	
San Diego Unified School District (SW Member No. 6121)	Education	California - CA	Designed, built and deployed worlds first full-size all-electric meal truck (Chassis: SEA Electric) Designed, built and deployed an all-electric community outreach vehicle (Chassis: SEA Electric)	$750,000	$750,000	*
Office of State Superintendent of Ed. - District of Columbia (SW Member No. 11973)	Education	District of Columbia - DC	Deployment of 10 zero emission cutaway chassis / school buses (Chassis: Phoenix)	$3,681,490	$3,681,490	*
Department of Transportation - Wisconsin (SW Member No. 9118)	Government	Wisconsin - WI	The Wisconsin DOT is purchasing 6 x Z400 Electric Shuttles and 6 x Level 3 DC Fast Chargers. (Chassis: Phoenix)	$1,400,000+	$1,400,000+	*
County of San Bernardino (SW Member No 33000)	Government	California - CA	Designed, upfitted and deployed two (2) all-electric Pediatric Asthma "Breathe" Mobile. (Chassis: Harbinger). The City plans to replace entire fleet of Breathe Mobiles with EVs.	$995,556	$995,556	*
Port of Oakland (SW Member No. 93685)	Government	California - CA	Port of Oakland purchased 2 x Z500 Electric Utility Trucks and purchased and installed 2 x Level 3 DC Fast Chargers.(Chassis: Phoenix)	$500,000+	$500,000+	*

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 *	
26	Sales force.	EVC is a Dealer and Service Provider, as well as the "Master" Distributor and Sourcewell Agent for Partner OEMs Represented on this RFP. EVC's Partner OEMs have organized their offering to EVC for this Sourcewell RFP such that said OEM's Direct Sales and/or Distributors (including EVC, as applicable) are incentivized to leverage EVC's Sourcewell Contract. Accordingly, (a) EVC internal sales force is Direct, (b) the sales force for EVC as the "Master" dealer for it's Partner OEM's includes OEM Direct Sales, who– in the case of most OEMs–assist the (c) indirect sales reps of their Distributors. Critical to the structuring of this business model is that the commercial organization for Partner OEM's represented by EVC are aligned, incentivized to participate, leverage the contract, and support Sourcewell Members with their fleet electrification needs and mandates. Not only does this represent the most effective structure to activate sales networks for cooperative programs like Sourcewell, but as a result, this structure would almost certainly represent the most expansive network dedicated to the exclusive sale of electric vehicles to the government, with brands including Motiv PowerSystems, Harbinger, SEA Electric, Cenntro, Phoenix Motorcars, Voltu, BisonEV, Evolectric, Hyzon, Odyne, and Kenworth EV (Pape). In addition, EVC's Market Development Officer (MDO) was a government sales trainer, training over 800 sales reps and distributors to sell using Sourcewell and other Cooperative Contracts. Our MDO will leverage his relationship with these 800 Sales Representatives (most of whom have executed transactions via Sourcewell through his previous company's contracts) to generate warm leads for EVC and Partner OEMs. These 800 Sales Reps are active and "on the street" with Government Fleet customers each day, and know how to engage with customers regarding their fleet needs and Sourcewell's ability to support said needs.	*
27	Dealer network or other distribution methods.	Please refer to Question 26.	*
28	Service force.	EVC and Partner OEM Distributor/Supplier Service Technicians include a network of over 2,200 DOT and/or ASE certified technicians, offering comprehensive fleet maintenance and management services across the United States, with a quoted response time of 24-48 hours. As electric vehicles are a relatively emerging technology, this network employs a robust train-the-trainer program with electric vehicle experts, who train with OEMs or certified OEM representatives to perform diagnostics, preventative maintenance, service and repair. As example, one of our OEM suppliers has over 200 such certified technicians. In addition to service and training on the vehicles themselves, many of these technicians are trained to perform preventative maintenance, service and repair of multiple brands of EV Chargers	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Order Process 1) EVC creates a proposal (quote) after our direct sales force or our OEMs direct sales force or distributors determine the Sourcewell member needs, including applicable and available incentives, which EVC will help customers apply for, or apply for directly, depending on the incentive program. 2) EVC sends the Sourcewell proposal to the fleet manager and/or purchasing department, with a CC to our partnering OEM's sales lead 3) Member issues purchase order directly to EVC as the vendor of record or EVCA, as an Authorized Distributor of EVC EVC or EVCA issues PO to OEM and/or OEM's Distributor to submit order to initiate manufacturing. 4) EVC / EVCA issues PO to body manufacturer and upfitter, and develops project plan/schedule from order to delivery. 5) Vehicle shipped to member from OEM or Upfitter. 6) EVC processes incentives paperwork to ensure either Member or EVC can take the incentives. If EVC takes the incentives, 100% of the incentive is passed through to the Member as a direct saving. 7) EVC invoices the member, including application of the Incentive amount, thus reducing the cost, as applicable. 8) EVC remits quarterly Sourcewell administrative remittance As the awarded vendor of record, EVC processes all orders and transactions. If an order is received by our resellers or supplier partners, it is forwarded to EVC for processing. As such, EVC has complete control and access to every transaction by every Sourcewell member and is able to submit timely and accurate quarterly sales reporting. Dealers do not accept purchase orders, dealers sell, EVC handles the paperwork trail to ensure contract compliance, sales reporting and Sourcewell administrative remittance.	*

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.	EVC, Partner OEMs, Distributor and Associated Services Providers include over 2,200 DOT and/or ASE certified technicians, offering comprehensive fleet maintenance and management services across North America. When service is required, members will reach out to their local dealer for support, who will call the customer and first try to troubleshoot any issues over the phone. In many cases, given Heavy Duty Electric Vehicles are new technologies to many, issues are resolved upon these calls. Additionally, given the "connected" features of these vehicles, Service Technicians can leverage remote diagnostics and reporting to see any fault codes, and walk customers through to resolution. In most cases, drivers/operators and maintenance technicians simply require an experienced technical resource to remotely support their tickets. It should be noted, that the aforementioned remote diagnostic capabilities are enabled to highlight fault codes and - via predictive analytics - suggest preventative measures before they become an issue, thereby getting ahead of the customers call. When local technicians need to be dispatched, they will service members within a quoted 24-48 hours. Given the network of 2,200 DOT/ASE techs, which includes fixed and mobile techs (and as seen on the Service Map attached to this RFP), Members are rarely far away, especially given that the majority of HD EVs are sold in denser population centers. Services include: Maintenance Services: EVC and Partner OEMs offer a variety of maintenance solutions tailored to fleets, including preventive, corrective, and predictive maintenance. We provide specialized maintenance procedures to ensure optimal performance and longevity of electric fleets. Mobile Maintenance: In addition to on-site services, EVC and Partner OEMs provide mobile maintenance capabilities, whereby skilled technicians are dispatched with service trucks to perform repairs and maintenance tasks wherever our clients' vehicles are located, even while on the road. This gives customers peace of mind, especially when operating EVs, which some customers still have "battery range anxiety." Compliance and Inspection Services: We specialize in assisting clients in ensuring compliance with relevant regulations and standards, including DOT regulations, emissions standards, safety inspections, and other legal requirements. Our services extend to Electric Vehicle (EV) inspections, ensuring that their EV fleet meets all regulatory standards. Training: We provide comprehensive training programs tailored to fleet operators, including driver training to promote safety and efficiency on the road, maintenance training to empower their team of technicians with the skills necessary for routine upkeep and repair tasks, and train-the-trainer training to ensure that their internal trainers are equipped to effectively educate and empower their technicians. Especially for High Voltage HD EVs, training is essential. As part of our offering under this RFP, EVC offers a High Voltage Technician Kit, a ½ day operator, and 1.5 day technician training, as EVC's founder developed with Certified Driving School and Palomar College, respectively. Data Analytics and Reporting: Partner OEMs offer cloud-based diagnostic solutions that leverage advanced technologies to proactively identify potential issues before they arise, ensuring optimal fleet performance and minimizing downtime. These online platforms provide customers with real-time access to monitor their fleet's performance, track maintenance activities, and view the status of mobile dispatches for technicians. This comprehensive approach empowers fleet operators to make informed decisions, optimize resources, and maximize EV operational efficiency.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	EVC is the Master Sourcewell Distributor / Sales Agent for over 10 brands for this RFP, and has structured our contract offering and pricing to ensure all OEM Direct Sales, and Dealers/Distributors are incentivized to leverage the Contract, and serve, sell to and service Sourcewell Members across the County. This "grouping" of OEMs and Distributors under EVC's Contract represents the largest, most experienced sales and service network dedicated solely to Electric Vehicles, and covering the entire U.S. EVC was chosen as the Master Sourcewell Dealer for so many OEMs for this RFP given its leading market position and long operating history in fleet emissions compliance, electric vehicles, and as a Distributor, Upiffter, and Service Center for these brands, in addition to and the fact that EVC is enrolled in the key incentive and rebate programs to ensure marketplace success. Additionally, Partner OEMs were encouraged to join our RFP by EVCs hiring of an experienced Market Development Officer hire, who is a former partner at a 4 time (and current) Sourcewell Contract Holder, Sourcewell "Legendary Leader" Vendor, and leading (by contract spend) vendor in its Fleet Category. EVC has hired this Officer, to operationalize the contract on behalf of EVC, our Partner OEMs, and their distribution/sales and service networks. In addition to the sales and service network mentioned above, EVC's Market Dev Officer has trained over 800 sales reps in an adjacent fleet category to sell using the Sourcewell Contract, and will leverage this network of 800 strong to facilitate warm lead generation to the thousand of agencies that he and Partner OEMs have sold fleet equipment to, to support fleet electrification needs and mandates of these same Sourcewell Members.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	EVC Partner OEMs currently serve both the U.S. and Canada. As the Canadian marketplace for Electric and Zero Emission vehicles expands, so too will our investment in the marketplace. Part of the challenge for Fleet Electrification in Canada is temperature. This challenge is being mitigated by improving Electric Vehicle Technology including battery conditioning.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	EVC, Partner OEMs and/or OEM Distributors will serve both the United States and Canada.	*
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?	EVC will serve all Sourcewell Participating Entity Sectors. EVC and Partner OEMs have a National Presence. EVC is not limited by other contracts in its ability to serve Sourcewell Membership.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No Limitations.	*

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.	EVC and Partner OEM marketing materials will include: - A dedicated Sourcewell website www.evchoice.com/Sourcewell. -EVC has hired an experience Sourcewell and Cooperative Contracting vendor to operationalize the Contract, including training of EVC Staff and Partner OEMs and their dealers, developing marketing and sales collateral, as well as the administrative systems required for reporting. This individual will be our Market Development Officer (MDO), and has trained over 800 Sales Reps on using Sourcewell, has secured State-level contracts with Sourcewell. Our MDO's previous organizations was awarded the Sourcewell Legendary Leadership Award in 2018, is a four-time Sourcewell Contract awardee, and is the leading vendor by total sales volume, in an adjacent Fleet Category to this RFP. EVC and our Partner OEMs are very excited to welcome this team member to support our business and marketing strategy and service to Sourcewell and Sourcwell Membership. - Co-branded EVC and Partner OEM marketing materials to drive Partner OEM and OEM Distributor Customers towards EVC's Sourcewell Contract. An example of this type of co-branded marketing collateral for EVC and Phoenix Motorcars is included in our RFP package. -Sourcewell contract quote template with Sourcewell logo, contract number, effective date generated for all customers, in consultation with area Sales Representative. -Promotion of the Sourcewell contract at industry trade shows, trade magazines, directly and/or in conjunction with our Partner OEMs. -Sourcewell logo on EVC website Homepage and online collateral. -To promote state adoptions of the Sourcewell contract, EVC and/or Partner OEMs will attend state government fleet and state purchasing seminars, and other industry events, which may include WTS, APTA, ACT Expo, GovFleetEXPO, and others. -Marketing mailers and/or email blasts to thousands of prospective customers	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	EVC and Partner OEMs have a high response rate on social media platforms. EVC will work with our Partner OEMs to use these platforms to promote this contract should it be won. These platforms include Instagram, Twitter, Facebook, YouTube, Linkedin and on the company's website blog. A recent blog from EVC's Partner OEM EVOLECTRIC highlights Vice President Kamala Harris discussing her conversation with EVOLECTRIC Founder Jakson Alvarez, and the important work his company is doing by, in Vice President Harris' words "transitioning this diesel truck that's on its last wheels…to being an electric vehicle." Upon securing the contract, EVC in conjunction with its Partner OEMs will utilize these channels to promote the availability of its electric truck offerings through the contract.	*
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?	We believe that Sourcewell's role in promoting Contracts arising from this RFP to include; - Creating landing page for EVC highlighting EVC Products and Services and those of our OEM Partners - Public Announcement / Press Releases noting the awarded vendors for this contract / commodity category - Beyond the above, sales success is in the hands of the vendors to spread the word and market (sell) the products included in the award. Nothing further is expected, as Sourcewell is not expected to be a subject matter expert on products and services offered, but rather a procurement resource for Members and Vendors. - In his extensive experience operationalizing Sourcewell Contracts, EVC's Market Development Officer will support EVC and Partner OEMs. He has extensive working knowledge of the Sourcewell / Member / Vendor ecosystem, having executed tens of millions in Sourcewell sales in an adjacent fleet category. - If awarded, EVC will deeply integrate Sourcewell not only into our sales process, but everything from marketing (including collateral development) to administration and accounting (to develop the requisite reporting and issue accurate administrative remittance to Sourcewell and the State who sign participating addendums). EVC will invest heavily in training for its internal team and Partner OEMs, sales and marketing collateral development, quote template development, and its social media presence.	*
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.	E-procurement is not available because EVC products do not "fit" an e-procurement ordering process. It is not feasible because EVC products are tailored to meet the needs of individual Sourcewell Members, and can therefore not be ordered on an e-procurement site.	*

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.	EVC is excited to offer the following trainings, including at no cost when purchased with a vehicle, and at a cost (see pricing) otherwise. - Training on how to properly manage the low voltage (12 volt) batteries from draining. - Training for drivers to understand driving patterns/habits and safe operating requirement of Heavy Duty EV's. - Service training so mechanics better understand how to properly maintain and diagnose - Safety training on working around high voltage vehicles with proper supplies and knowledge. EVC is also offering a High Voltage Maintenance Tech package (see pricing). - Vehicle charging procedures and habits to help prolong High Volt Battery life and reduce battery degradation . Our service group has the ability to provide hands-on instructional training on either operational use geared more to drivers and dispatch personnel, or technical training for the service and repair side of the vehicle. For our more extensive trainings, we also get into diagnostic steps to troubleshoot fault codes and go through the process of making corrective repairs using our manual. With the separate subscription to onboard Telematics, members can purchase training programs that guide them through the use of the system. We also personalize it to fit the needs of each individual customer and build the automatic reporting side, which provides instant alerting of charger or vehicle concerns. As an example for one of our Partner OEMs, Phoenix Motors, the following materials are given to each and every customer at the time of sale: - Training deck – Each customer is provided a PowerPoint training presentation developed to help operations become more familiar with the product and give the basics in how to use the electric vehicle. - Instrument Placard – Is a quick reference placard for instrument cluster descriptions and symbol identification, plus warning light diagnostic quick tips. - High Power Drivetrain Owner's Manual – Each customer is given a detailed owner's manual which highlights a wide range of useful operation and safety guidelines for our vehicles. - Maintenance and DOT Inspection Form – Document was developed specifically for our vehicles under the routine preventative maintenance inspections done monthly. - R&R Manual – A detailed repair manual for technician use when servicing the PMC electrification portion of the vehicle and is given to all customers at time of sale.	*
41	Describe any technological advances that your proposed products or services offer.	Odyne Systems - Plug in Hybrid + Electric Power Take-off ("ePTO") Conversion Systems to reduce Carbon Dioxide and Nitrous Oxide emissions of new and existing vehicles in the field by up to 60 and 90%, respectively, particularly for Heavy Duty work performing while idling. These systems can be installed on any Class IV-VIII government fleet vehicles, including Aerials, Bookmobiles,Boom Trucks & Cranes, Box Truck / Reefer, Bucket Trucks, Cable Pulling/Tensioning, Concrete Mixer Trucks. Digger Derricks, Dump Trucks, Forestry, Fuel & Lube, Hi-Rail Trucks, Mechanics Trucks, Refuse & Recycle, Scissor Lift Platform, Street Sweepers, Tanker Trucks, Track Equipment, Water Trucks. Odyne is HVIP and IRA Approved for up to $40,000 Incentive. Please see Odyne's Marketing Materials uploaded to this RFP, specifically the Emissions Overview. Harbinger Motors will be the first Cab and Chassis OEM of its kinds to offer ePTO to pull directly from the Vehicle's Battery Packs, which simplifies operation and only requires 1 charging plug. RePower Conversion Kits through evoLectric, BisonEV and Voltu make huge technological advances in the Conversion of Existing Internal Combustion Engines (even units that are not actively running) to Battery or Fuel Cell Electric Vehicles. EVC Partner OEMs have significantly advanced the Electric Vehicle landscape in many ways, from cloud-based diagnostic systems to the ePTO and RePower offerings noted above. It is our belief that any vehicle is only as good as its performance in the field for the function for which it is purchased, and the above reference technological advances are industry leading, and exclusive to EVC's RFP response.	*
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.	EVC was California's first 100% electric commercial vehicle dealer. All of our efforts, and the efforts of our Partner OEM are inherently green, with the goal of reducing emissions (primarily Carbon Dioxide and Nitrous Oxide) from the transportation sector, the largest contributor to Greenhouse Gas Emissions in North America. We offer the latest in cutting edge zero emission fleet vehicles and technology, from zero emission, battery power electric Power Take Off systems to run vehicle hydraulics, to hydrogen dispensing systems. At EVC, we are deeply committed to the RePower (Internal Combustion Engine Conversion to EV) Market, which has numerous benefits to end users, but which also eliminates the green-house gas emission of manufacturing and shipping new cabs and chassis, and associated upfits, bodies, etc. The RePower process allows Members to convert their existing fleet vehicles from internal combustion to electric, often in the span of a few days, such that Members maintain the exact vehicles they have in their fleet (vehicle consistency within the fleet is paramount to any effective fleet program). As an example, with EVC's offerings under the Sourcewell Contract, a Sourcewell Member could contract with EVC and our Supplier OEMs to convert a Class 7 Tri-Axle Dump Truck from Internal Combustion to Battery or Hydrogen Fuel Cell Electric, with as many as four different range options from 75 to 225 miles. The same customer could contract with EVC and Supplier OEMs to convert a Class 6 Bucket Truck to Battery or Hydrogen or Plug-in Electric Hybrid (PHEV), and further convert the Power Take-off systems (which run, for example, a crane) which would have historically run off the diesel engine, to an all- electric or hybrid electric system as offered solely under EVC's Contract by Odyne manufacturing in Wisconsin. According to the US Dept of Energy,these traditionally diesel-driven Power Take-off systems emit 3x more Nitrous Oxide emissions than when the vehicle is idling. With Odyne PHEV and ePTO systems alone, there is a 50% reduction in C02 emissions, 90% reduction in Nitrous Oxides emissions, and fuel use savings ranging from 40-65% relative to standard diesel PTO applications. Odyne's systems are so promising that they are now included under the 45W Tax Credit for up to $40,000 rebate. EVC is proud to be the exclusive supplier of Odyne systems under this Sourcewell RFP. Odyne offerings (exclusively offered under EVC in response to this RFP) include, for example; - PHEV: Plug-In Hybrid Electric Vehicle System, enables higher efficiency lower GHG emissions driving - ePTO: Electric Power Take-Off, enables zero emissions truck equipment operation - evAPU: Export Power, enables zero emissions generator replacement, 120/240 VAC power output on trucks - Idle Reduction: Automatic engine shut down,enables quiet, zero-emissions mode - Low Emissions Cab Comfort: Electric A/C & Low Emissions Heat, enables engine-off HVAC - Fast ICE to Battery Charge: Hybrid HV Recharge, enables low emissions and continuous field operation These are just some examples of EVC and our Partner-Supplier's commitment to going green and what differentiates our offering to Sourcewell Membership.	*

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.	EVC is a Federal Clean Energy Officer and - as noted in this RFP - certified with the leading Clean Truck incentive governing bodies including HVIP. Specifically regarding cradle-to-cradle, RePower programs are growing in popularity, with incentives now available in multiple states, including NY, MN, and nationally for PHEV+ePTO Conversions like Odyne's System, mentioned above. We believe conversions are the most "green" option in the industry, as it also extends vehicle lifecycles by upwards of 10 years, giving vehicles that would otherwise be scrapped or sold at auction a second life (maximizing Member budgets twice, first by using existing assets and second since RePower is considerably less expensive than new EVs). As part of this RFP, and in its course of business, EVC strives to sell EV chargers and ZEV's that offer Vehicle to Grid (V2G) technology. V2G is important to our sustainability because it will allow us to store power when we have an abundance and push it back into the grid when it is most needed (usually 4-9 pm). Electricity like water is a precious resource and storage is the answer to its conservation, which is critical for grid stability, as well.. With V2G, these vehicles can be used to conserve energy and reduce peak energy demand (often powered by carbon intensive sources) while parked.	*
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.	EVC is a Minority and Woman Owned Business Enterprise (MWBE), SBE, and operates within a Disadvantaged Community. All three of EVC's Partners are Minority Business Owners, with EVC's controlling Partner being MWBE. By awarding EVC as a vendor for electric vehicle and zero emission technology, Sourcewell will help Members meet their increasing Electric Vehicle and Greenhouse Gas Emissions Goals / Mandates, as well as their Minority and Women-Owned Business Goals / Mandates. These goals/mandates are materially increasing year over year and many government entities are struggling to achieve them. EVC may be the only company nationwide able to help Members meet the mandates with such expert fleet electrification experience.	*
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?	What makes EVC's offering unique includes but is not limited to (a) exclusive BEV, PHEV and Hydrogen FCEV RePower Solutions from the leading OEMs (evoLectric, BisonEV, Odyne) in the industry that support Class IV-VIII Cab and Chassis, (b) expert training, service, and services from the leading professionals in the industry, as recognized by CARB, the governing body that is leading the EV Revolution across N. America, (c) an exclusive Zero Emission product offering including more than 10 Partner OEMs of Class III-VIII Cab and Chassis, structured to leverage the full sales and service organization of each Partners to best support Sourcewell Membership, (d) Rebate and Incentive Program enrollment and application support to ensure Sourcewell Members receive the benefits of available grants and incentives to minimize their cost of acquisition and going electric. Most other manufacturers–even the larger suppliers–are just getting their start in CARB, EV Compliance, and the nuance of Heavy Duty EV Sales and Aftermarket Service. EVC is tried and tested. When others need help understanding how to market and sell, as well as the operations and service for the Heavy Duty Electric Vehicles that they have on their lots, they call EVC. There is no better endorsement. As an example, this is why EVC is a Sourcewell representative to Kenworth dealer Pape, for its Heavy Duty Electric Class VI-VIII Cab and Chassis offerings.	*

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 *	
46	Do your warranties cover all products, parts, and labor?	Warranties include all components, parts and labor as outlined by the manufacturer. Critically, high-voltage batteries for new EVs fall under the mandated emissions warranty under Federal EPA and CARB executive orders which require that EV Batteries and associated components offered by OEMs have an extended warranty based, to protect consumers in this instance of battery failure. These warranties vary depending on class, but typically range from 8 or more years, or a minimum of 100,000 miles. These extended battery/powertrain warranties are a major benefit of going electric.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Customer guidelines are documented in the OEM warranty terms to ensure any component on the vehicle, including electrification components are not misused, or abused, which could result in a premature failure. Partner OEM Warranties can be found attached to this RFP (ref: "Warranties"). This does not affect in any way a Member's ability to perform sanctioned Preventative Maintenance, Service, or Repair in line with Warranty guidelines.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Warranties cover the expense of technicians travel time and mileage to perform warrantied repairs, as outlined by the manufacturer.	*
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?	EVC and our Partner OEMs under this RFP are dedicated to servicing all products and services sold to Sourcwell Members in the U.S. and Canada. As EVC and Partner OEMs expand into Canada, we will rely firstly on our Partner OEM's Service Teams, and secondly on the EVC CEO's extensive heavy duty service network (developed via affiliate company DEE over 20 years of Diesel Particulate Systems training) to service Sourcewell Members. Sourcewell Participating entities in these Regions will be provided service for warranty repair to the same standard as any other Member/Customer.	*
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?	Warranty Service Items will be passed on to Partner OEMs Direct Service or Dealer Service Teams.	*
51	What are your proposed exchange and return programs and policies?	Only in extraordinary circumstances at EVC's sole discretion will exchanges and returns of equipment be considered or approved. EVC and our OEM Suppliers develop detailed product specification / documentation that the customer signs off on, before purchase orders are issued from EVC to suppliers. This ensures that the customer gets precisely the equipment required for their use case and purpose. If a customer were to request an exchange of a vehicle once delivered, it is unlikely that another customer would – at least for some time – have the same exact specification, in order to purchase the same vehicle. In instances where the vehicle is a more standard unit, with fewer customer specific upfits, etc., then EVC may have the ability to resell said unit. However, given any vehicle under this scenario would also no longer be considered "new," but "used," this would adversely impact the market value. Additionally, many Incentives and Rebates offered for Fleet Electrification require the vehicle be held and used for a certain period of time. Should a customer request an exchange or return, then it would be required of the customer or EVC (whoever directly received the Incentive) to ensure that the funds were appropriately returned to the issuing entity, be it federal, state or local incentives. For these reasons, returns and exchanges can only be considered in extraordinary circumstances.	*
52	Describe any service contract options for the items included in your proposal.	Many of our Partner OEMs offer a monthly maintenance program per vehicle. As an example, see Phoenix and Motiv Power Systems extended warranty or maintenance brochures. As part of our offering to Sourcewell we provide service to perform health checks on high volt batteries. This is important to inspect for bad cells that can lead to early battery degradation. This is also required by most battery manufacturers to comply with their emissions product warranty. Additionally offer quarterly BIT inspections for BEV or Hydrogen FCEV's. This is something that many service centers overlook because of their lack of knowledge on these new technologies.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Standard payment terms are Net 30 days from Shipment. We accept checks, wire transfers, ACH, and P-Cards.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Yes. EVC will offer financial services, including through National Cooperative Leasing (NCL), a Sourcewell awarded vendor. The NCL Alternative Funding Solution video will be displayed at the bottom of EVC Sourcewell webpage. For Sourcewell members who seek financing, EVC assists with processing the request.	*
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.	Please see attached suite of Transaction Documents uploaded with our RFP (ref: "City of Long Beach LOI and Transaction Documents")	*
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?	Yes, we accept P-Card procurement and payment process. Any fees associated with P-Card procurement and payment process will be passed through to Membership.	*

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.	On behalf of its Partner OEMs, EVC is offering line-item discounts. Please refer to EVC Pricing File which is uploaded as part of this RFP submission. Each item/unit has a unique SKU and Part Description to ensure customers can match quoted products and services with awarded Sourcewell Contract Pricing, as published on Sourcewell's website or at evchoice.com/sourcewell. Each SKU includes an MSRP and Sourcewell Contract Price. Pricing is inclusive of the administrative remittance offered by EVC.	*
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.	Below shows the low - high percent of list price, by brand. Phoenix 29.31% - 31.12% Motiv Power 5.33% - 7.09% SEA Electric 4.10% - 18.35% Harbinger 8.74% - 24.68% Kenworth EV 29.98% - 41.33% Hyzon 5.80% - 10.42% Evolectric 3.73% - 9.00% Odyne 24.29% - 24.97% BisonEV 27.57% - 28.37% Voltu 3.78% - 8.38% Cenntro 6.17% - 28.77% EVC 21.92% - 21.92% Volta Air 9.45% - 9.45% Noodoe 10.30% - 10.30% Siemens 72.67% - 72.67% Chargetronix 14.20% - 14.20%	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	For purchase of 10 or more units of equal value, EVC will offer a 1.5% discount to all Sourcewell Members. For purchase of 20 or more units of equal value, EVC will offer a 2.0% discount to all Sourcewell Members.	*
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.	Open Market products or Sourced Goods may be sold at a maximum of "at cost plus 10%", if and when applicable. When products represent a small percentage (<1.5%) of total cost to the customer, Open Market Items will be passed through to customers "at cost" for the convenience of the Member. EVC views this as our commitment to supporting Sourcewell Members needs first and foremost.	*
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 items are not included in the price guide as they vary from location to location: 1) Taxes - n/a for tax exempt entities. Collected in states where required, otherwise entities pay state directly. 2) DMV Registration/Title Estimates - passed through to customers including processing fees and administrative fees of titling agents. 3) Freight/Shipping - passed through to customers. See Question 62. 4) Vehicle Bodies and Upfitting to fall under Sourced Goods/Open Market Items. EVC will strive to work with Sourcewell Members local and preferred upfitting and body suppliers, and Sourcwell Awarded vendors such as Altec, Terex or Elliott Equipment, to facilitate member usage of Sourcewell's full suite of product/service offerings, while supporting the customers ability to procure as much as possible using Sourcewell's Awarded Contracts. 5) Used Chassis: For RePowered ICE to EV Conversions, EVC prefers to use customers existing fleet vehicles. However, in cases where such vehicles do not exist, Used Chassis shall be treated as Sourced Goods/Open Market. 6) Odyne and Retrofit Systems - System Installation and Integration not to exceed 30% of system cost. 7) Vehicle Extended Warranty, Maintenance, OEM Service, Diagnostic Services priced as per Sourced Good/Open Market 8) Charging and Hydrogen Dispensing Stations require installation, which requires permits, inspection, installation and electrical work, with associated price not to exceed the total transaction capex (capital expenditure). If the cost does exceed the cost of the systems purchased, or at the Sourcewell Member's or EVC's discretion, EVC will support Members in finding certified and preferably Job Order Contract (JOC) awarded Sourcewell Contractors and C10 Certified Electricians.	*
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.	Class IV: Freight Not-to-Exceed 4.5% Equipment Cost Class V-III: Freight Not-to-Exceed 3.0% Equipment Cost Class III: Freight Not-to-Exceed 6.0% Equipment Cost Ancillary Products & Services: Not-to-Exceed 10% Equipment Cost	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	EVC Freight Terms are CONUS. For Sourcewell's Membership in Hawaii, units will be shipped to the Port of Long Beach. For Sourcewell's Membership in Alaska, units will be shipped to the Port of Seattle.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	EVC and Partner OEMs typically deliver vehicles with a flatbed trailer or lowboys. Volume orders are considered to provide the most cost effective means of shipping. However, if within close proximity (typically <100 miles) to supplier manufacturing and retrofitting centers, customers may pick up or EVC / Suppliers may drop off vehicles to members. Given many of our supplier manufacturing and retrofitting centers are located in California, and a significant percentage of the current market for Electric and Fuel Cell Electric Vehicles are based in CA, many of our customers benefit from low freight cost or direct delivery or pickup options. When delivering or picking up vehicles, EVC offers 1:1 Driver training at no additional charge.	*

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.	EVC and our Partner OEM's are pleased to offer option (c) given the opportunity to serve Sourcewell Members across North America.

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.	EVC sales proposals will provide the Sourcewell contract details on every Sourcewell member proposal. All EVC, Partner OEM and their Distributors will be provided with a comprehensive template that automatically imports list price, contract pricing, part description, Sourcewell Member Number, Contract Number. Members will have 24/7 access to current pricing on www.evchoice.com/sourcewell. When a purchase order is received and processed, the proposal and sales order reference the Sourcewell contract and the Member ID will be recorded with the order. EVCs finance department, in conjunction with our order system, will track and report Sourcewell member sales in full compliance with Sourcewell quarterly reporting requirements. The quarterly sales reports will be used to calculate and remit accurate administrative fee payments to Sourcewell. EVC understands the importance of timely submissions as a responsibility of being a compliant vendor.	*
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.	Some of the key internal metrics we will track include; Total Sales ($) Total Number of Transactions (#) Total Quote Value ($) Total Number of Quotes (#) Quote to Close Rate (%) Quote to Close Duration (Days) Unique Resellers by Sales (#) Unique Resellers by Quotes (#) Participating Addendums Secured (#) Vehicles Procured Through Contract (#) Vehicles Quoted Through Contract (#)	*
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.)	EVC will issue an administrative fee per Class IV-VIII vehicle sold using the Sourcewell Contract for Sourcewell's efforts facilitating, managing and promoting the Contract, per the below schedule; Class IV-V: $650 Class VI-VIII: $875 Class III: $400 Ancillary Products & Services: 1.4%	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Proposers submitting a proposal in Category 1 as defined herein will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. For example, if a Proposer offers chassis and cabs with Internal Combustion Engines (ICE) as well as chassis and cabs with electric propulsion systems the Proposer should designate it is seeking an award in Category 1 **only**. Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**.

Line Item	Category Selection *	
69	Category 2: Only Electric Propulsion Systems chassis and cabs	*

Table 14B: 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.	Electric Vehicle Cab and Chassis III-VIII: Partner electric vehicle cab and chassis options range from class III to class VIII, catering to various government fleet needs. These cab and chassis platforms are specifically designed and engineered to accommodate electric drivetrains, ensuring optimal performance, efficiency, and reliability. Features may include regenerative braking systems, advanced battery management, and customizable configurations to meet specific customer requirements. Upfitting and Kits for Electric Vehicles: Partner upfitting kits and suppliers design to seamlessly integrate with electric vehicle cab and chassis platforms, offering versatile solutions for specialized applications. These kits may include customizable shelving, racks, compartments, and mounting systems tailored to various industries such as delivery, utility, and emergency services. With a focus on durability, ergonomics, and functionality, partner upfitting kits are engineered to enhance the efficiency and effectiveness of electric vehicle fleets. Repower Conversion and Upfitting Kits: Partner repower conversion kits enable the transformation of existing conventional vehicles into electric vehicles, providing a cost-effective and sustainable alternative to fleet electrification. These comprehensive kits include electric drivetrain components, battery systems, and integration hardware necessary for seamless conversion. Additionally, upfitting kits can be incorporated to customize converted vehicles for specific applications, maximizing utility and versatility. EV Chargers: Partner offers a range of electric vehicle charging solutions, including level 2 and level 3 chargers, suitable for residential, commercial, and public charging infrastructure. Partner chargers are designed for reliability, efficiency, and user-friendliness, featuring advanced monitoring and control capabilities to optimize charging performance. Options may include wall-mounted chargers, pedestal chargers, and fast-charging stations, adaptable to various installation environments and power requirements. Charging Software: Partner charging software solutions provide comprehensive management and monitoring capabilities for electric vehicle charging infrastructure. Features include remote monitoring, energy consumption tracking, user access control, and billing integration, enabling efficient operation and optimization of charging networks. With user-friendly interfaces and customizable settings, partner software solutions are designed to streamline administration and enhance user experience. Maintenance Equipment for Electric Vehicles: Partner offers a comprehensive range of maintenance equipment tailored for servicing electric vehicles, including diagnostic tools, battery service equipment, and specialized tools for electric drivetrain components. Partner maintenance equipment is designed to meet the unique requirements of electric vehicles, ensuring efficient and effective maintenance and repair operations. With a focus on reliability, safety, and usability, partner equipment enables service technicians to maintain electric vehicles to the highest standards, maximizing uptime and performance. These offerings collectively provide a comprehensive suite of solutions for electrifying fleets, optimizing charging infrastructure, and supporting the maintenance and operation of electric vehicles across various industries and applications Heavy Duty Electric Vehicle technology and infrastructure is advancing quickly across North America. As new Cab and Chassis OEMs and associated industry product and services (like Odyne's and other represented in this bid, for example) become available, EVC will work to recruit new Partner OEMS into our national network, and submit Pricing and Product Change Request Forms to Sourcewell, so that we may offer these products and services to (a) support evolving Member needs to meet their Zero Emission Goals and Mandates, and (b) ensure EVC is serving members with the most current, advanced and safest EV solutions on the market.
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Zero Emission Vehicles / Zero Emission Trucks / Zero Emission Chassis / Electric Vehicles / Electric Trucks / Electric Chassis / RePower Conversion on both new and used chassis / ZEV Fleet and Compliance Consulting / Driver, Operator and Maintenance Training / High Voltage and Battery Inspection and Certification / Software for EV Fleet, Chargers / Charging Level II AC Charging Stations / Level III DC Fast Charging Stations / Telematics / Vehicle Service and Maintenance / Zero & Low Emission Fleet Technologies
72	Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety.	All Partner OEM vehicles are manufactured and certified to meet road safety standards, including EPA, Department of Transportation, California Air Resource Board (CARB), Federal Motor Vehicle Safety Standard (FMVSS) and National Highway Safety Traffic Administration (NHSTA). Only after being testing/certification/verification is an engine “family name” given. Many models are supplied on Ford cab/chassis that have been industry proven for many years. The Ford E Series is the most popular chassis for Class 4 trucks, owing to its durability, reliability and versatility. Phoenix does not alter the characteristics of the base Ford E450 chassis. The driver safety features of the base Ford E-450 is also retained in the electrified version of the chassis. As example, Partner OEM Phoenix Motorcars has been certified by Ford as a Electric Qualified Vehicle Manufacturer (eQVM) in 2020, following an evaluation of our engineering design and manufacturing process for the electric truck. Zero Emission Vehicles are equipped with regenerative braking systems which not only extend the life of brakes but also add to drivers safety by giving immediate response time when a quick braking decision is needed. ZEV’s also have heavier low center of gravity adding to driver safety with less chance of roll over. Additionally, key components used for the electrification are sourced from Tier 1 automotive component manufacturers.
73	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	Partner OEM units come equipped with telematics solutions that offer a multitude of benefits. The telematics solutions enable remote diagnostics capabilities for all our vehicles, where Partner OEM Service teams can gather real-time performance data for the vehicle and the electric drive system. The telematics solutions also enable customers to monitor their fleet, schedule charging, review driver behavior etc and streamline their operations. A detailed telematic brochure for Partner OEM Phoenix Motor Co. is included. Both EVC and our Partner OEMs also offer a range of service packages including offering customers training and maintenance diagnostics tools they can purchase, thereby enabling large fleets to perform preventive maintenance on their fleet of vehicles.

Table 15: Category 1 - 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.

Proposers submitting a proposal in Category 1 will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. See RFP Section II. B. 1 for details.

☑ We will not be submitting for Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Chassis Type (ICE and/or BEV)	Comments	
74	Class 4 chassis	○ Yes ○ No			*
75	Class 5 chassis	○ Yes ○ No			*
76	Class 6 chassis	○ Yes ○ No			*
77	Class 7 chassis	○ Yes ○ No			*
78	Class 8 chassis	○ Yes ○ No			*
79	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	○ Yes ○ No			

Table 16: Category 2 - 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.

Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
80	Battery Electric Vehicle (BEV) Class 4 Chassis	◉ Yes ○ No	Cenntro, Phoenix, Motiv Power Systems, Harbinger, BisonEV, Odyne (6 OEMS)	*
81	Battery Electric Vehicle (BEV) Class 5 Chassis	◉ Yes ○ No	SEA Electric, Motiv Power Systems, Harbinger, Evolectric (Isuzu) BisonEV, Odyne (6 OEMS)	*
82	Battery Electric Vehicle (BEV) Class 6 Chassis	◉ Yes ○ No	SEA Electric, Motiv Power Systems, KenworthEV, Harbinger, Evolectric (Isuzu), BisonEV, Odyne (7 OEMS)	*
83	Battery Electric Vehicle (BEV) Class 7 Chassis	◉ Yes ○ No	KenworthEV, BisonEV, Odyne (3 OEMS)	*
84	Battery Electric Vehicle (BEV) Class 8 Chassis	◉ Yes ○ No	KenworthEV, BisonEV, Hyzon, Odyne (4 OEMS)	*
85	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	◉ Yes ○ No	Class III - Cenntro, Voltu RePower Cab and Chassis Zero Emission Reefer Systems, Electric Power Take-Off (ePTO Systems), Level 2 and Level 3 EV Chargers, Mobile EV Chargers, Upfitting, Solar Energy Packages, Battery Packs and other Battery Systems, EV Charging Software, EV Fleet Software, CARB/Diesel Compliance Consulting, Grant Applications and Incentive Support, Various Accessories, Cloud-Based Diagnostic Services and Data Plans, Low- and Zero-Emission Vehicle Technologies, Service, Certifications and Training	

Table 17: Exceptions to Terms, Conditions, or Specifications Form

Line Item 86. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	○ Yes ◉ No

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 - EVC_PRICELIST.RFP032824vf.pdf - Thursday March 28, 2024 12:08:45
- Financial Strength and Stability - EVC US Bank Letter (1).pdf - Wednesday March 27, 2024 15:10:41
- Marketing Plan/Samples - EVC PARTNER OEM - MARKETING & SPEC SHEETS.zip - Thursday March 28, 2024 05:58:13
- WMBE/MBE/SBE or Related Certificates - EVC MWBE Affidavit.pdf - Thursday March 28, 2024 11:54:53
- Warranty Information - EVC PARTNER OEM SERVICE MAP & WARRANTY FOLDER.zip - Thursday March 28, 2024 05:44:01
- Standard Transaction Document Samples - City of Long Beach LOI (ref Transaction Documents).pdf - Thursday March 28, 2024 13:16:53
- Requested Exceptions (optional)
- Upload Additional Document - COMPANY INFO & LETTERS OF SUPPLY.zip - Thursday March 28, 2024 11:37:59

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. - Jeramy Ostrander, CEO, Electric Vehicle Conversions, 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_7_Class 4-8 Chassis and Cabs _RFP_032824 Thu March 21 2024 08:45 AM	☑	1
Addendum_6_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 20 2024 12:36 PM	☑	3
Addendum_5_Class 4-8 Chassis and Cabs _RFP_032824 Mon March 18 2024 12:01 PM	☑	1
Addendum_4_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 6 2024 09:38 AM	☑	1
Addendum_3_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 21 2024 04:08 PM	☑	2
Addendum_2_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 14 2024 04:12 PM	☑	1
Addendum_1_Class 4-8 Chassis and Cabs _RFP_032824 Thu February 8 2024 04:24 PM	☑	1

BodEV Inc.

Address: 2581 Union Ave, La Habra, CA 90631
Phone: (949) 521-3386
email: Brendan@BodEV.com

Your partner in EV installs & charging solutions

Sourcewell Awarded Contract
Contract #032824-ELV

Valid through: July 9th, 2028

QUOTE

Quote No.	111225-3
Rev.	D
Date:	11/20/25
Expiry	12/20/25

TO:

Contact Name:	Lance Verdugo	Title	Municipal Services Manager
Customer Name:	City of Ontario	Project Name:	Master List
Customer Phone:	909-395-2806	Project Address:	1333 S Bon View Ave
Customer Emial:	LVerdugo@ontarioca.gov	Site City & State:	Ontario CA 91761
Type of Scope:	Mgmt+Install		

FOR PURCHASE OF PRODUCTS AND SERVICES USING SOURCEWELL CONTRACT 032824-ELV

TERMS: NET30 FROM SHIPMENT

Project Description/Overview:

6 AC Level 2 duals and 2 DC 60kW DCFC.

Part No.	Product Description	QTY	LIST	CONTRACT	TOTAL
MU38FP5C	AC FS Full Set Dual Pedetal (dual port + 18 ft cable + front post + CMS-6ft + POS)	6	$7,450	$6,746	$40,476
BODEV-006	5 YEAR O&M + AmpUp Networking Premier - Dual Port	6	$8,304	$6,749	$40,494
UF060A4001	MaxiCharger 60kW DC Fast (Boost cable)	2	$39,600	$35,858	$71,716
BODEV-006	5 YEAR O&M + AmpUp Networking Premier - Dual Port	2	$8,304	$6,749	$13,498

Additional Notes:

TOTAL		$166,184.00
Freight		$7,000.00
Tax	8.75%	$0.00
Quote Total		$173,184.00

Sourcewell Member No: **33482**

Subject to Terms and Conditions of Sourcewell Contract 032824-ELV

Sourcewell Contract 032824-ELV can be found here: https://www.sourcewell-mn.gov/cooperative-purchasing/032824-elv

X

Authorized Signatory | Title | DATE

PLEASE SEND A COPY OF ALL PURCHASE ORDERS AND ANY QUESTIONS REGARDING SOURCEWELL CONTRACT 032824-ELV TO ACCOUNTING@EVCHOICE.COM

CITY OF ONTARIO *Agenda Report* **January 20, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Housing Prepared By: Albert Ramirez Department: Prepared By: Albert Ramirez Staff Member Presenting: Helen McAlary, Executive Director Community Life and Culture Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 10

SUBJECT: **A RESOLUTION ACCEPTING AN AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES AWARD IN THE AMOUNT OF $30,803,123 FOR THE HOLT AND ALLYN AFFORDABLE RENTAL HOUSING PROJECT**

RECOMMENDATION: That the City Council adopt a Resolution authorizing the execution of all necessary documents to accept funding totaling $30,803,123 from the Affordable Housing and Sustainable Communities Program for the Holt and Allyn Affordable Rental Housing Project.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Pursue City's Goals and Objectives by Working with Other Governmental Agencies
Focus Resources in Ontario's Commercial and Residential Neighborhoods
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 award provides $30,803,123 in additional funding to support the Holt and Allyn Affordable Rental Housing Project, with $9,000,649 allocated to the City for infrastructure improvements and the remaining $21,802,474 provided to the Developer for affordable housing construction and community programs. If approved, the associated revenue and appropriations will be included in the grants fund at a future quarterly budget update to the City Council. There is no direct impact to the General Fund.

BACKGROUND & ANALYSIS: On December 17, 2024, the City Council, in coordination with the Ontario Housing Authority Board, approved a Disposition and Development Agreement ("DDA") with National Community Renaissance of California ("Developer"). This Agreement formalizes the Housing Authority's partnership with the Developer for the development of the Holt and Allyn Affordable Rental Housing Project ("Project"). The DDA establishes the terms for the transfer and development of approximately 5.7 acres of Housing Authority-owned property located at 905, 935, 947, 957, and 1001 East Holt Boulevard.

Through this Agreement, the Developer is authorized to design, finance, and construct 144 affordable rental units targeted to low-income families, in alignment with the Housing Authority's housing objectives. The approval of the DDA represents a critical milestone, enabling the Project to move forward into the financing and construction phases.

The total estimated development cost for the Project is $96,009,513. To support the Project, Ontario Housing Authority will provide a $14,400,000 gap loan, funded entirely through Affordability In-Lieu Fees.

To further finance the Project, the City and the Developer jointly applied for funding under the Affordable Housing and Sustainable Communities ("AHSC") Program, administered by the California Department of Housing and Community Development and the California Strategic Growth Council. The AHSC Program supports the development of affordable housing that integrates sustainable transportation infrastructure and greenhouse gas reduction strategies.

On December 10, 2025, the California Department of Housing and Community Development notified the City and the Developer that the Project was awarded $30,803,123 through the AHSC Program. Securing the AHSC award provides a significant portion of the Project's financing and enables the Developer to move forward with securing the remaining funds required for construction. The Developer anticipates breaking ground in February 2027.

Below are the details of the award:

Housing Development - $20,968,594
The Developer will receive a loan to support the construction of the Project, helping deliver high-quality, accessible units and advancing the Housing Authority's goals.

Sustainable Transportation Infrastructure - $9,000,649
The City will receive grant funding for infrastructure improvements, including the installation of sidewalks, bicycle lanes, bus shelters, and pedestrian walkways. These improvements are designed to enhance mobility, promote active transportation, and improve safety for residents and commuters.

Community Programs - $833,880
The Developer will receive grant funding to support community programs, such as resident transit passes, community engagement and outreach, workforce development training, and access to internet services for residents. These initiatives are intended to enhance quality of life, promote equitable development, and prevent displacement.

Overall, the AHSC awards represent a major investment in affordable housing and sustainable community infrastructure. The funding supports the City's goals of expanding housing affordability, enhancing mobility and public infrastructure, and fostering equitable and connected neighborhoods.

City Council approval is required to accept the award. Staff recommends approval of the Resolution and the use of these funds to support the Project.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, PROCLAIMING THE CITY OF ONTARIO HAS APPLIED TO THE AFFORDABLE HOUSING & SUSTAINABLE COMMUNITIES PROGRAM (AHSC PROGRAM NOFA) THUS DIRECTING THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AND THE STRATEGIC GROWTH COUNCIL TO MAKE A CONDITIONAL COMMITMENT OF FUNDS TO ASSIST ONTARIO AFFORDABLE HOUSING PHASE II.

WHEREAS, the California Department of Housing and Community Development ("Department") and the Strategic Growth Council (“SGC”) have issued an Affordable Housing & Sustainable Communities Program (“AHSC” or “AHSC Program”) Notice of Funding Availability, dated March 25, 2025 (“AHSC Program NOFA”); and

WHEREAS, the City of Ontario, a California municipal corporation (“Public Entity”), applied to the Department in response to the NOFA (the “Application”) and was determined to be an eligible Applicant; and based on the Application, the Department made an award of Program funds (the “Program Award”) pursuant to the conditional award letter, dated December 10, 2025; and

WHEREAS, Department and SGC have made a conditional commitment of AHSC Program funds to assist Ontario Affordable Housing Phase II (the “Project”), and such commitment was made to awardees pursuant to that certain conditional award letter, dated December 10, 2025 (the “Award Letter”) in the following amount(s):

AHSC Program Award Component	**Amount Awarded**
AHSC Program Loan Award	$20,968,594
AHSC Program Grant Award	$9,834,529
Total:	**$30,803,123**

WHEREAS, the AHSC Program Loan Award and AHSC Program Grant Award expressly identified above will hereinafter jointly be referred to as the “AHSC Program Award.”

NOW, THEREFORE, IT IS RESOLVED, that the Public Entity is hereby authorized and directed to act in connection with the Program Award.

RESOLVED FURTHER: Public Entity is hereby authorized and directed to accept and incur an obligation for the Program Award. That in connection with the AHSC Program.

Award, the Public Entity is authorized and directed to enter into, execute, and deliver one or more STD 213, Standard Agreements for a sum not to exceed the full amount of the AHSC Program Award, and any and all other documents required or deemed necessary or appropriate to secure the AHSC Program Award from the Department and to participate in the AHSC Program, and all amendments thereto (collectively, the "Program Award Documents").

RESOLVED FURTHER: Public Entity acknowledges and agrees that it shall be subject to the terms and conditions specified in the STD 213, Standard Agreements, and that the Affordable Housing Sustainable Communities Program of 2024 NOFA and the Application will be incorporated by reference therein and made a part thereof. Public Entity also acknowledges and agrees that any and all activities, expenditures, information, and timelines represented and described in the Application are enforceable through the relevant STD 213, Standard Agreement(s). Public Entity also acknowledges and agrees that Program Award funds are to be expended only on the eligible uses and activities identified in the relevant STD 213, Standard Agreement(s).

RESOLVED FURTHER: That the City Manager, of the City of Ontario, or his or her designee is hereby authorized to execute the Program Award Documents, all amendments, and any other associated documents necessary to receive or comply with the Program Award, on behalf of the Public Entity.

RESOLVED FURTHER, that this resolution shall take effect immediately upon its passage, and that any actions taken thus far in furtherance of the activities authorized by this resolution are hereby ratified.

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

PASSED, APPROVED, AND ADOPTED this 20th day of January 2026.

_____
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. 2026- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held January 20, 2026 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. 2026- duly passed and adopted by the Ontario City Council at their regular meeting held January 20, 2026.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

Affordable Housing and Sustainable Communities Program (AHSC)

NOFA Round 9 (March 25, 2025)

Application Workbook

State of California

Gavin Newsom, Governor

Business, Consumer Services and Housing Agency

Tomiquia Moss, Secretary

https://www.bcsh.ca.gov

California Strategic Growth Council

Erin Curtis, Executive Director

AHSC@sgc.ca.gov

https://sgc.ca.gov

Department of Housing and Community Development (HCD)

Gustavo Velasquez, Director

651 Bannon Street, Sacramento, CA 95811

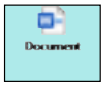
AHSC@hcd.ca.gov

https://www.hcd.ca.gov

Instructions

When opening this file, a yellow banner at the top may appear with a button that says, "Enable Editing", and/or "Enable Macros". It is essential that you click this box(es) so that the macros are enabled. Enabling macros is necessary for full workbook/application functionality.

WARNING: Partial functionality of this application/workbook **WILL BE LOST** when using **Apple Mac Computers**. The Department **highly** recommends using PC Computers and Microsoft Office 2013 or newer to complete the application.



Microsoft has recently added blocking of macros by default, if this happens when you open the application, please follow the instructions in the Word document added as an icon to the left (double-click to open).

Application materials must be submitted electronically via HCD portal system. Requirements for uploading the Application Workbook and required supporting documentation, including naming conventions, are described in the application instructions available at https://www.hcd.ca.gov/grants-and-funding/programs-active/affordable-housing-and-sustainable-communities

AHSC Round 9 applications will be accepted as set forth in the NOFA.

Application must be on the Department's forms and cannot be altered or modified by the Sponsor/Applicant. Excel Application must be in Excel format, not a PDF document.

If the Sponsor/Applicant discovers any errors within application, use the Application Support tab and email the entire workbook to AHSC@hcd.ca.gov

It is recommended that Applicant(s) start from left to right and top to bottom for a better understanding and functionality of this application.

Additional instructions and guidance are given throughout the Application in "**red**" text and in **cell comments**. Cell Notes/Comments are very important to read as some of these will provide directions for completing your application.

"Yellow" cells	are for Applicant inputs. It is very important that you answer **ALL** yellow cells, failure to provide all information may disqualify your application from consideration or may negatively impact your point score.
"Orange" cells	are **required** attachments. Failure to provide the required attachments and documentation may disqualify your application from consideration or may negatively impact your point score. Electronically attached files must use the naming convention in the Application.
"Blue" cells	are self-score points awarded in the "Scoring" worksheet. These are automated calculations based on the inputs provided by the Sponsor/Applicant.
"Red" cells	indicate the Applicant(s) has failed to meet a requirement of the program, threshold, scoring, upload, or certification.
"Green" cells	are for SGC use/review.

Disclosure of Application: Information provided in the application will become a public record available for review by the public, pursuant to the California Public Records Act (Government Code Sections 6250-6276.48). As such, any materials provided are subject to disclosure to any person making a request under this Act. The Department cautions Applicants to use discretion in providing information not specifically requested, including but not limited to, bank account numbers, social security numbers, personal phone numbers, and home addresses. By providing this information to the Department, the Applicant is waiving any claim of confidentiality and consents to the disclosure of submitted material upon request.

Project Overview

V1 3/25/25

HCD APP#: **AHSC0001268**

Project Area Type: Integrated Connectivity Project (ICP) | Housing Type: Rental | Geographic Area: Inland Southern California

Select Yes to all that apply

Affordable Housing Development (AHD)	Yes
Housing Related Infrastructure (HRI)	No
Sustainable Transportation Infrastructure (STI)	Yes
Program Costs (PGM)	Yes

Project / Program	TDC	AHSC Funds Requested	%	Total Non-AHSC Funding Commitments
AHD	$101,614,512	$20,968,594	68.07%	$80,645,918
HRI	$0	$0	0.00%	
STI	$21,499,802	$9,000,649	29.22%	$12,499,153
PGM	$833,880	$833,880	2.71%	$0
AHD & HRI Total	$101,614,512	$20,968,594	68.07%	$80,645,918
STI & PGM Total	$21,499,802	$9,834,529	31.93%	$12,499,153
Grand Total	$123,948,194	$30,803,123	100.00%	$93,145,071

Was **Project** awarded funds in prior AHSC rounds?	No
Is **Project** a phase of a previously awarded project?	No

Applicant must identify past awards, simultaneous applications, and future or potential applications. Failure to fully disclose all known or potential funding sources may result in award reduction or disencumbrance.

Has the Applicant(s) applied, plan to apply, or been awarded other HCD program funds for this proposed Project? No

For assistance in streamlining the review process, please provide the names of entities related to each sponsor parent company, and any and all related entities that have received awards from HCD. This is not a requirement but will reduce review time if completed. **If yes**, please complete "Sponsor History" sheet/tab. Yes

Project description: provide a concise summary of your **AHSC Project**, approximately 200 words or less. Be sure to highlight components that are unique to the **Project** or required significant collaboration. Please see past award summaries on **SGC** website **AHSC** Awards and Applications for examples. This content will provide necessary context for all reviewers and will be published alongside Award Recommendations if your project is selected for funding.

SGC AHSC Awards and Applications

The Ontario Affordable Housing Phase II AHSC Project consists of AHD, STI and PGM components. The AHD includes 144 units for households earning less than 60% AMI. The residents will benefit from programs offered by local nonprofits onsite including workforce development, adult education, health and wellness, skill building classes and anti-displacement programs. The Project will provide considerable solar power generation in excess of that required by code. Sustainable transportation improvements will benefit the city and residents of the development, including the Grove Avenue Trail Connector Class I bi-directional bicycle path along Grove Avenue (2.28 lane miles) connecting four City-owned parks and a new 1,270-foot pedestrian walking path at Grove Memorial Park. Safe Routes to School improvements for nearby Lincoln Elementary will enhance sidewalks and crosswalks along Allyn Avenue including ADA upgrades, new signage, and traffic calming features. Additionally, in partnership with Omnitrans, 10 new bus shelters will be installed at various locations. Omnitrans will also expand service for the West Valley Connector (sbX Purple Line) BRT route that runs directly adjacent to the development. This new rapid bus service is under construction with an anticipated completion date in 2026. The BRT currently only has funding secured for weekday service and one initial year of weekend service. AHSC funding would expand weekend service for ten years starting in 2028 (after the initial year of weekend service). Continuing weekend service is crucially important not only for consistency, but also because several key locations including Victoria Gardens Mall and Ontario Mills Mall and the Ontario International Airport are stops that see high demand outside of peak weekday periods. Access during the weekend will encourage more riders to use the service regularly since it will be more reliable and consistent.

A **Tribal Entity** whose **Project** meets requirements listed in detail in Appendix B.
Is a **Project** component, meaning either **AHD**/**HRI** or **STI,** being proposed by a **Tribal Entity** and meets requirements listed in detail in Appendix B? No

AB 1550 Priority Populations "Priority Populations" include residents of: (1) census tracts identified as disadvantaged by California Environmental Protection Agency per SB 535; (2) census tracts identified as **Low-Income Communities** per AB 1550; or (3) a **Low-Income Household** per AB 1550. See the Appendix A of the 2024 Funding Guidelines for Agencies that Administer California Climate Investments (Funding Guidelines) for more information on the definitions. See the Priority Populations Maps for more information.

California Climate Investments Priority Populations Mapping Tool 4.0

The **Project's** priority population benefits will be determined based upon the location of the **AHD**.

AHD 10-digit census tract:	6071001503	California Climate Investments **Priority Populations** 4.0 designation:	Disadvantaged Community: CES, Low-Income Community		
File Name:	006. AB 1550 (BAT)	Applicable CARB Priority Population Benefit Assessment Tools (BAT)		Uploaded to HCD?	Yes

Will the **AHD** include **Factory-Built Housing (FBH)**? No

Applicant(s) acknowledges and certifies that the **Project Area** meets all requirements specified in §102. Yes

File Name:	008. Project Area Map	Map the items as outlined in the Project Area Mapping Guide. Items marked with (PAM) in this application must be identified on the Project Area Map (PAM)" File must be submitted in a KML/KMZ format.	Uploaded to HCD?	Yes

Select Metropolitan Planning Org. or "non-MPO area" Southern California Association of Governments (SCAG)

The proposed **Project** supports the implementation of the applicable Sustainable Community Strategy (SCS) or Alternative Planning Strategy (APS) as confirmed by the Metropolitan Planning Organization (MPO), or the equivalent regional planning agency. §103.1(f)(1) Yes

File Name:	009. SCS Consistency Confirmation	Document from MPO or equivalent planning agency confirming consistency with activities or strategies identified in the SCS, APS, or equivalent planning document that demonstrates a per capita reduction in VMT and GHG, per §103.1(f)(1).	Uploaded to HCD?	Yes

To be an eligible **AHD Capital Project**, it must consist of one or more of the following:

Project Overview

V1 3/25/25

Note: Re-syndication of an **AHD** is not an eligible **Capital Project**.

Select from Dropdown: New Construction

Is this a **Mixed Use Development**? No

Affordable Housing Development (**AHD**)

AHD Name:	Ontario Affordable Houisng Phase II			Address:	905, 935 and 957 E. Holt Blvd.		
City:	Ontario	Zip Code:	91761	County:	San Bernardino	Latitude: 34.064174	Longitude: -117.636378
Census Tracts:	6071001503						
APNs	1048-481-06	1048-481-07	1048-481-08	1048-481-28	1048-481-29		

Is the proposed **AHD** part of a master-planned development that is approved by a local zoning authority, that consists of a single lot or parcel, or a combination of abutting lots or parcels, with common access, parking, amenities, landscaped areas, and signage. No

Do you intend on splitting or combining any lots? Combine lots

Total Site Area: Acres: 5.73 Land area of developed **AHD**, after any planned subdivision: Acres: 5.73

AHD Capital Project description (include: information such as on-site resident or community amenities, climate adaptive features, resources in the immediate vicinity, any details from above questions for mater-planned developments and/or splitting or combing of lots):
Note: If **AHD Capital Project** is **Substantial Rehabilitation** provide details of rehabilitation work to be completed:

The Ontario Affordable Housing Phase II AHSC project includes new construction of 144 apartment homes targeted toward large families. The development offers a comprehensive range of common area amenities designed to support vibrant and active living. Residents will have access to a community recreation room, activity room, offices, a mailroom, and a technology center. Outdoor features include a pool deck, dog park, outdoor gym, children's playground, teen space, and a BBQ area. Additionally, both buildings will provide common laundry room facilities and secured bicycle storage for tenant convenience. The AHD is designed to achieve at minimum LEED Gold and addresses climate change factors such as heat, increased episodes of precipitation, and poor air quality. The site is conveniently near a variety of amenities in the project area, including four parks; two elementary schools; a one middle school, a grocery store, child care centers and other services. The development is located on (5) separate parcels that will be merged as part of the entitlement process.

Identify the Resource Area per TCAC/HCD Opportunity Area Map. Sponsor/Applicant may choose to utilize a Resource Area designation from the TCAC/HCD Opportunity Area Maps in effect when the initial site control (pursuant to UMR §8303(a)) was obtained, if a TCAC/HCD Opportunity Area Map exists for that year. https://www.treasurer.ca.gov/ctcac/opportunity.asp

Is the **AHD** located in a High or Highest Resource Area per TCAC/HCD Opportunity Area Map available at the time of application? No

Enter the entire TCAC/HCD Opportunity Area Map Census Tract ID #: 6071001503 Opportunity Area Map Category: Low Resource

File Name:	012. Opportunity Area	Documentation of TCAC/HCD Opportunity Area status either (1) at time of application, or (2) when initial site control (pursuant to UMR §8303(a)) was obtained, if a TCAC/HCD Opportunity Area Map exists for that year.	Uploaded to HCD?	Yes

Utilizing Tax Credits?	4%				
Federal	Yes	Proposed equity investor contribution ($)	$42,033,917	Anticipated tax credit factor	$0.8900
State	No	Proposed equity investor contribution ($)	$0	Anticipated tax credit factor	$0.8200
Timeframe for applying for 4%Tax Credits	Proposed month	February	Proposed year	2026	Tax Credit Reservation Awarded? No

Is the **AHD** on an Excess Site/Surplus Land site? N/A The Housing and Local Land Development Opportunity Map

Is the **AHD Project** a **Scattered Site**? UMR §8303(b) No

Total Units	LIHTC Units	Project Site Area		Units per Acre		Age Restrictions	TCAC Project Type
144	143	5.73	Acres	25	Per Acre	None	Large Family

Any type of demolition required? No

Proposed **AHD** involving new construction or **Substantial Rehabilitation** and requiring the demolition of existing residential units are eligible only if the number of bedrooms in the new **AHD** is at least equal to the number of bedrooms in the demolished structures, with equal or greater affordability. The new **Affordable Units** may exist on separate parcels provided all parcels are part of the same **AHD** meeting the requirements of the UMRs Section 8303(b).

Will the proposed **Project** involve new construction or **Substantial Rehabilitation** and require the demolition of existing residential units? §102(d)(2)(A) No

Commencement of construction or **Substantial Rehabilitation** work means the first land-disturbing activity associated with the **AHD**, including land preparation such as clearing, grading, and filling, or the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Applicant(s) certifies that construction or **Substantial Rehabilitation** of the **AHD** has not commenced as of the application due date set forth in the **NOFA,** except for emergency work or structural repairs. §102(d)(3) Construction has NOT commenced

Has the **Applicant** completed, or does the **Applicant** plan to complete any emergency repairs/demolition to existing structures required to eliminate hazards or threats to health and safety? No

§110(a)(3) Relocation

Does Project trigger State Relocation Assistance Law (CA Gov Code §7260-7277)?
This requirement does not apply to tribes who are exercising their sovereignty on trust land or by utilizing the Native American Housing Assistance and Self Determination Act of 1996 (NAHASDA) funding. No

Project Overview

V1 3/25/25

Provide a narrative explanation, in the box below, supporting why relocation is or is not required. "N/A" or "Vacant Land" is not sufficient. If relocation is required, **Applicant** must also submit an initial relocation plan prepared in accordance with 24 CFR 93.352.

Per the environmental site assessment, the current use/occupant is "unimproved land that is currently unoccupied". Based on this confirmation, the applicant certifies that there are no uses on site that would trigger payment of relocation of any kind.

§103.1(g)(6) AHD Site Control

At application how will site control be demonstrated?	Disposition and Development Agreement
Is the vested owner of the **AHD** site an **Applicant**?	Not an Applicant
Who is the vested owner of the **AHD** site?	Ontario Housing Authority
Is the vested owner of the **AHD** site in the name of an entity the **Applicant** is in control of or is a member?	Applicant controlled entity
Is the vested owner the same entity named on the Disposition and Development Agreement as the seller/optionor/lessor?	Yes

Date of agreement:	12/17/2024	Initial contract expiration date:	6/17/2026	Final contract expiration after all allowable extensions:	6/17/2027

Is an Applicant named on the Disposition and Development Agreement as the buyer/purchaser/optionee/lessee?	Applicant #1	National Community Renaissance of California	
Has the entity been filed with the California Secretary of State?	Yes	All organizational documents for the entity and any linking this entity to the **Applicant** must be submitted with this application. Have all Documents been provided?	Yes
Ground Lease planned?	No		

Below, describe property transfers occurring in connection with development of the **AHD**.

A Disposition and Development Agreement was entered into by the Ontario Housing Authority and National Community Renaissance of California (National CORE) on December 17, 2024. The Ontario Housing Authority is overseen by the CIty of Ontario City Council. The parties intend for the land to be sold to National CORE to develop multifamily affordable rental housing. Term of the agreement is 18 months with two 6-month extensions. National CORE is in compliance with all interim milestone dates.

File Name:	021. AHD Site Control	Documentation of site control in accordance with UMR §8303, including a summary explanation of site control and values for applications with multiple or non-contiguous parcels, scattered sites, lot line adjustments, phased projects, or other complex land and acquisition transactions.	Uploaded to HCD?	Yes
File Name:	022. AHD Preliminary Title Report	Preliminary Title Report, that is prepared or updated no earlier than 30 days prior to the application due date for the AHD Project.	Uploaded to HCD?	Yes
File Name:	023. AHD Site Control Org Docs	Where Site Control is in the name of another entity, documentation, which clearly demonstrates the Applicant control (i.e., the entity's organizational documents), is required.	Uploaded to HCD?	Yes

§103.1(f)(3-5) Environmental Requirements & Reports

Do you certify that the **AHD** site(s) is free from severe adverse environmental conditions, such as the presence of toxic waste pursuant to §103.1(f)(5)(A).	Yes
If environmental mitigation is required, are costs sufficient, pursuant to the environmental reports and included in the AHD-HRI S&U Development Budget?	N/A

Environmental Reports are required as set forth in the application checklist and the Notice of Funding Availability.

File Name:	024. AHD Phase I Environmental Site Assessment	Submit a Phase I ESA, prepared or updated no earlier than 12 months prior to the application due date. If the Phase I ESA reveals known or potential contamination, a Phase II ESA will be required. Tribal Entity Applicant is exempt when proposing a Capital Project located in Indian Country.	Uploaded to HCD?	Yes
File Name:	025. AHD Phase II Environmental Site Assessment	Submit a Phase II ESA prepared or updated no earlier than 12 months prior to the application due date if the Phase I ESA reveals known or potential contamination. Tribal Entity Applicant is exempt when proposing a Capital Project located in Indian Country.	Uploaded to HCD?	Yes

AHD environmental clearances

Submit the Local Approvals and Environmental Review Verification form to the agency or department of local government responsible for administration of the items listed on the form. This form may be submitted to more than one agency or department if necessary. If an item is not required, include the reason why in box provided.

Local Enviro Verification

California Environmental Quality Act (CEQA) is a state law that requires public agencies to identify and disclose the potential environmental impacts of their proposed activities.

Is the **AHD** Categorically Exempt?	Yes
Is the **AHD** approved "by-right"?	No

NEPA: Is Federal funding proposed that will trigger NEPA requirements? No

For NEPA only, fully executed HUD 7015.16 "Authority To Use Grant Funds" is required prior to construction loan closing.

Applicants affirm all applicable time periods for filing appeals or lawsuits will have lapsed within 30 days after the application due date with lawsuits or appeals resolved. Yes

Explain any applicable appeals or lawsuits that are still under review or currently unresolved.

The entitlement appeals period has concluded with no appeals or legal challenges filed.

File Name:	026. AHD Local Approvals	Local Approvals and Environmental Review Verification form(s) completed and signed by local authority or Responsible Entity, if different from jurisdiction.	Uploaded to HCD?	Yes

§103.1(f)(7) Not Agricultural Land

Applicant(s) certifies the **AHD** is not designated as **Agricultural Land** according to the California Department of Conservation's Farmland Mapping and Monitoring Program (FMMP) Tool (California Important Farmland Finder). Yes, Not Ag Land

An exemption to the **Agricultural Land** designation may be allowed for applications that submit documentation that substantiates a description of an **Infill Site**.

Project Overview

(California Important Farmland Finder)

V1 3/25/25

File Name:	029. AHD No Ag	Demonstrate the AHD site is not within land designated as Agricultural Land per FMMP tool.	Uploaded to HCD?	Yes
File Name:	030. AHD Ag Exempt	Applicants seeking an exemption to the FMMP determination must demonstrate that the AHD Project site qualifies as an Infill Site.	Uploaded to HCD?	N/A

Site & Unit Information

Existing versus proposed Units (include Manager's Units)

	Beds	0 Bdrm	1 Bdrm	2 Bdrm	3 Bdrm	4 Bdrm	5 + Bdrm	Total # Units	Total # Bedrooms	Total # Buildings	Total # Mgr. Units	Total # of Parking Spaces
Existing	0	0	0	0	0	0	0	0	0	0	0	0
Proposed	144	0	16	68	60	0	0	144	332	2	1	224

Building types	New Construction Units	New Construction Stories	New Construction Bldgs.	Rehabilitation Units	Rehabilitation Stories	Rehabilitation Bldgs.
Townhouse/Row House						
One or Two Story Walk-Up						
Mid-Rise (3-5 stories)	144	4	2			
High-Rise (6+stories)						
Detached Single Family						
Duplex/4-Plex						
Non-Residential Bldg(s)						
Totals	144		2	0		0

Unit Size	Baths	Layout	Avg. Sq. Ft.	All Units	Restricted
0 Bdrm.				0	0
1 Bdrm.	13	Flat	560	16	16
2 Bdrm.	68	Flat	800	68	68
3 Bdrm.	63	Flat	1,080	60	59
4 Bdrm.				0	0
5 Bdrm.				0	0
			Total Units	144	143

Sponsor/Applicant Notes

None.

Amenities

Unit Amenities/Features

Yes	Air Conditioning	Yes	Refrigerator	Yes	Range	No	Microwave	Yes	Disposal
Yes	Dishwasher	No	Walk-In Closet	No	Fenced Rear Yard	No	Ceiling Fans	Yes	Curtains/Blinds
No	Fireplace	No	Emergency Call	No	Free Cable TV	No	Storage Area	No	Lofts
Yes	Balcony	Yes	Patio		(Other)		(Other)		(Other)

Project Amenities

Elevator(s)	Yes	2	Laundry Rms.	Yes	7	Washers	Yes	15	Dryers	Yes	15

Yes	Community Room	Yes	Community Kitchen	Yes	Computer Room	Yes	High Speed Internet
Yes	Fitness Room	Yes	Picnic/BBQ Area(s)	Yes	Tot Lot/Playground	No	Sports Court
No	Tennis Court	Yes	Swimming Pool	No	Jacuzzi/Sauna	Yes	Bike Parking
	(Other)		(Other)		(Other)		(Other)

Security & Other

Yes	Gated Entry	Yes	Bldg. Card Key	No	Security Patrol	Yes	Security Cameras

Describe any mandatory charges to tenants beyond allowable Rents.

There are no mandatory charges to tenants beyond allowable rents.

Other onsite Services?

Hope Through Housing Foundation will coordinate tailored supportive serviecs to the families living onsite, focusing on economic mobility, child and teen programming, and health and wellness classes.

Miscellaneous Information

Residential Space

Residential Units	133,845	Common Areas	46,038	Community Room	2,462	Leasing Office	1,598	Additional Storage Space	
Subtotal Residential SF	183,943								

Maintenance Shop	0	Childcare Center	0	Service Area	0	Service Office	0
(Other)		(Other)		(Other)		(Other)	
Total Residential SF	**183,943**						

Residential Parking

Free Residential Parking Spaces

Uncovered Tenant Parking	78	Covered Tenant Parking	124	Enclosed Tenant Parking	0	Tenant Guest Spaces	22

Project Overview

V1 3/25/25

Subtotal Parking Spaces	224

Extra Spaces Tenants may Rent

Uncovered Parking	0	Covered Parking	0	Enclosed Parking	0	Total Handicap Parking Spaces	0
Grand Total Parking Spaces	**224**						

Commercial Space

Commercial Square Feet

Commercial Area	0	Offices	0	Childcare Center	0	Storage Space	0	(Other)	
Total Commercial SF	**0**								

Parking Spaces for Commercial Tenants

Uncovered Parking	0	Covered Parking	0	**Total Spaces**	**0**

Describe other available parking for commercial patrons

Not applicable.

Income from subsidies

Rental Subsidy?	No	Projects having or proposing project-based rental assistance must provide documentation of current contract Rents. A fully executed subsidy contract shall be required prior to permanent loan closing.
Operating Subsidy?	No	Provide evidence of commitment status (e.g., letters of intent, commitment letters, grant awards or subsidy contracts). If commitments are not available, provide other documentation such as a reservation or third-party letter stating the following: total subsidy and estimated first year allocation, date or expected date of award, and term (in years).

Projects having or proposing project-based rental assistance or operating subsidies shall fund a Transition Reserve in accordance with MHP §7312.1. Complete the HCD Reserves Calculator tab.

Income from sources other than residential Rents and subsidies

Laundry	
No. of Units Using Central Laundry	144
Weekly Assumed Income Per Unit	$1.15
Annual Total Laundry Income	$8,611
Residential Parking	
Tenant Rental Spaces	0
Monthly Income Per Space	$0
Annual Residential Parking Income	$0
Commercial Parking	
Number of Rental Spaces	0
Monthly Income Per Space	$0
Annual Commercial Parking Income	$0

Other Leased Spaces

Residential	Lease Terms	Sq. Feet	Rent/SF/Mo.	Annual Gross
				$0
				$0
				$0
				$0
Commercial				
				$0
				$0
				$0
				$0
			Total Income from Other Leased Spaces	$0

Monthly utility allowance

Utilities	Type of Utility (Select from dropdown)	Does the owner or tenant pay utilities?	0 bdrm	1 bdrm	2 bdrms	3 bdrms	4 bdrms	≥5 bdrms
Heating	Electric	Tenant		$1	$1	$1		
Cooking	Electric	Tenant		$1	$1	$1		
Other Electric	Electric	Tenant		$6	$1	$11		
Air Conditioning	Electric	Tenant		$1	$7	$2		
Water Heating	Electric	Tenant		$1	$3	$2		
Water	Public	Owner						
Sewer	Public	Owner						
Trash								
Other								
		Total Tenant Utility Allowance	$0	$10	$13	$17	$0	$0

Source for utility allowances

Local PHA?	No	Name:	Not applicable.					Effective date:	5/21/2025
HUD?	No	Utility Company (Actual Survey)?	No	CUAC?	Yes	Other?	N/A		

Sponsor/Applicant Notes:

Utility allowances are per a CUAC.

File Name:	035. Utility allowance	Schedule of utility allowances.	Uploaded to HCD?	Yes

§102 Eligible Projects

Project Overview

V1 3/25/25

Applicant(s) acknowledge that **ICP Project Areas** must include at least one (1) **Transit Station/Stop** that is served by the **Qualifying Transit** at the time of application submittal. At the time of application it must not include a **Transit Station/Stop** that is served by **High Quality Transit** which is located within one-half (0.50) mile from the **AHD** along a **Pedestrian Access Route. ICP Project Areas** must not be located in a **Rural Area**. §102(c)(2)(B) — Yes

Name of **Transit Station/Stop**:	Holt Boulevard at Allyn Avenue
Address of **Transit Station/Stop**:	None. coordinates 34.06350, -117.63779
Name of transit agency:	OmniTrans

Is **AHD** located within one-half (0.50) mile from a **Transit Station/Stop** that meets the **Project Area** transit requirements? §102(c)(2) — Yes

AHD distance from **Transit Station/Stop** 0.06 miles. Minimum distance transit requirements met.

File Name:	038. Transit Service Map	Provide the Published Transit Service Map of the Qualifying Transit line.	Uploaded to HCD?	Yes
File Name:	039. Transit Service Schedule	Upload the service schedule for Qualifying Transit only. All transit service schedules should be uploaded to "Transit Service Schedule" as one document.	Uploaded to HCD?	Yes

The **AHD** must demonstrate a minimum **Net Density** not less than that shown in §102(d)(7)(A)

Note: Applicants must calculate Net Density as the number of dwelling units per acre in the AHSC Benefits Calculator Tool. For the below charts to fully calculate the unit mix must be completed.

For the total number of dwelling units in the project to be used in the calculation of **Net Density**, the **Applicant** may use either the un-adjusted total number of dwelling units in the project as described in §102(d)(7)(A)(i) or a number adjusted for unit size as described in §102(d)(7)(A)(ii).

The un-adjusted total number of dwelling units in the project based on the type of development and **Project Area Type** §102(d)(7)(A)(i):

NOTE: The following are NOT qualified as site deductions: Utility Easements, Off-street parking, setbacks, private drives and walkways, Landscaping, Common Areas and Facilities, Drainage Facilities (exclusive to a development) and Other mitigation space required for development.

Project meets the minimum **Net Density** for any of the following:

ICP Residential Project meets un-adjusted minimum net density			TRUE
Total Sites Area in Square Feet			249,599
(Less Qualified Square Feet Deductions):			
Dedicated streets			
Sidewalks			12,969
Parks			
Open Space			
Other (Specify)			
Net Site Area-acres	5.43	**Net Site Square Feet**	236,630

Mixed Use Developments Floor Area Ratio (FAR)	FALSE
Total Buildings Floor Area in Sq. Feet	
(Less Excluded Areas in Square Feet):	
Mechanical Space	
Cellar space	
Floor space in open balconies	
Enclosed parking	
Elevator or stair bulkheads	
Net Building Square Feet	0

Number of units to be used for **Net Density** by multiplying the adjusting factors shown in §102(d)(7)(A)(ii): 212

File Name:	040. Net Density Verification	Letter and sealed site map certified by a California State-licensed professional (e.g., an engineer, surveyor, or landscape architect) confirming the net density.	Uploaded to HCD?	Yes

Applicant(s) certifies that the proposed **AHD**, or **Mixed Use Development** will be powered entirely through electricity with no connections to natural gas infrastructure. §102(d)(8) — Yes

File Name:	041. All Electric Design	Document affirming that the proposed Affordable Housing Development, or Mixed-Use Development in the case that non-residential uses are included, are powered entirely through electricity with no connections to natural gas infrastructure.	Uploaded to HCD?	Yes

Applicant(s) certifies that the **AHD** will offer high speed broadband internet service to residents, with speeds listed in §103.1(g)(7), to each **Assisted Unit** for a minimum of three (3) years, free of charge to the tenants, and available within six (6) months of the **AHD's** placed-in-service date. §102(d)(9) — Yes

*This service may be funded by the **AHSC Program** pursuant to §104(d)(1).*

Are any other funding sources used to fund the required internet service? — No

Must supply at least one (1) **Secure Overnight Bicycle Parking,** that is not accessible to the general public, is completely enclosed and protects the bicycle from inclement weather and allows for the bicycle frame to be secured to the bicycle rack at two points, for every two (2) residential units. Bicycle parking at the **AHD** will be considered only as an eligible **AHD** cost. §102(d)(10)

Total # of **Secure Overnight Bicycle Parking** spaces: 72

Parking ratio: **Secure Overnight Bicycle Parking** spaces / total units: 1:2

Requirement met

Describe below, **Secure Overnight Bicycle Parking** proposed including a description of how bicycles are secured (i.e., bicycle room, bicycle locker, bicycle cage, etc.)

Locked, key card accessible bicycle storage rooms are provided in both Buildings A and B.

§104 Eligible Use of Funds

Soft costs are less than or equal to 10 percent of costs associated with the funding request for the **AHD Capital Project.** §104(a)(3) — TRUE

Employment Benefits and Outcomes Reporting requests are less than or equal to 2 (two) percent of costs associated with the funding request for the **AHSC** application? §104(e) — TRUE

Project Overview

V1 3/25/25

§103.1 Threshold Requirements

Applicant(s) certifies that the proposed **AHD** is located in a jurisdiction that has fare-based transit must provide at least one (1) transit pass or card to each **Assisted Unit** for at least three (3) years. If the transit agency does not provide passes with unlimited rides, the card or pass shall have a minimum value of 40 average commute length rides a month as determined by the transit agency. These passes or cards may be funded with **AHSC Program** funding pursuant to §104(d). | Yes

Describe how the **AHD** will provide at least one (1) transit pass or card to each **Assisted Unit** for at least 3 years. If the transit agency does not provide passes with unlimited rides, the card or pass shall have a minimum value of 40 average commute length rides a month as determined by the transit agency. §103.1(g)(2)

One transit pass will be available to each assisted unit for 3 years.

# of passes or cards that will be provided:	143	Is there at least one pass per **Assisted Unit**?	TRUE	Type of transit passes provided:	Free Transit Pass
Annual transit passes value:	$720	Duration of funding for transit passes (years)?	3		

A market study (dated within one year of the application due date stated in the **NOFA** and consistent with MHP Guidelines §7309(c)) is included in the application. §103.1(g)(4) | Yes

Date of market study: 5/23/2025

File Name:	043. AHD-HRI Market Study	Provide a completed market study prepared within one year of the application due date and consistent with MHP guidelines §7309(c).	Uploaded to HCD?	Yes

Applicant(s) certifies that the **Rental AHD/HRI** will meet **Smoke Free Housing** requirements and demonstrate compliance by submitting a draft of the development's **Smoke Free Housing** lease addendum. §103.1(h)(1) | Yes

File Name:	044. SFH Lease Addendum	Submit a draft of the development's Smoke Free Housing lease addendum.	Uploaded to HCD?	Yes

Provide detailed information for the outreach and education on reducing potential health impacts of air pollution will be provided to residents of **AHD's**. §103.1(h)(6)

As the Project is within a highly disadvantaged and multilingual community, NCRC, as the property manager, will provide information, in multiple languages, in the leasing office or via email focused on raising awareness of current conditions, empowering residents to take action, and strategies the community can utilize to address air quality issues. Resources could include but are not limited to CAPES (South Coast AQMD) and CARE (California Air Resources Board). NCRC will also ensure that information on how to endure extreme heat and drought are provided to residents (i.e., provide maps and directions to cooling centers, use of smart thermostats, ways to save water, ways to save energy, public transit amenities etc.)

§103 Eligible Applicant

V1 3/25/25

A **Tribal Entity** whose **Project** meets requirements listed in detail in Appendix B.

Is a **Project** component, meaning either **AHD**/**HRI** or **STI,** being proposed by a **Tribal Entity** and meets requirements listed in detail in Appendix B? | No

Applicant #1	Entity name	National Community Renaissance of California		
Eligible applicant type	Developer	Organization type	Non-profit Corporation	
File Name:	053. App1 Cert & Legal Disclosure	Reference: Applicant Certification Worksheet.	Uploaded to HCD?	Yes
File Name:	054. App1 OrgDoc1, OrgDoc2, etc.	Reference: Entity Org Docs Worksheet.	Uploaded to HCD?	Yes

Applicant certifies to demonstrate experience by providing evidence of at least two projects that are each similar to each proposed **AHSC Capital Project** (**AHD**, **HRI**, and **STI**) in scope and size, which have been completed by the **Applicant** serving as the **Developer** of that **Project** component, during the ten years preceding the application due date. Experience is attributable to entities only, not individual persons. Experience cannot be satisfied by relying on projects completed by a non-**Applicant** entity under the rationale that an individual, or subset of individuals now employed by, or contracted by, the **Applicant** asserting experience was employed by the non-**Applicant** entity at the time that project was developed. §103(f)(1) | Yes

App due date	5/28/25

For **AHD** components, completed projects submitted to demonstrate experience must include a functionally equivalent number of units, unit type, project size, and scope. Quantities used for demonstration of experience may not be cumulative across multiple projects. §103(f)(2)

AHD Applicant(s) certifies to demonstrate capacity to acquire, develop, and own affordable rental or homeownership housing at the time of application that is consistent with the housing tenure proposed in the **Application**. For purposes of this subdivision, an entity has capacity if it has adequate staff, capital, assets, and other resources to meet the development and operational needs of the **AHD**; to maintain the **Fiscal Integrity** of the **AHD**; and to satisfy all legal requirements and obligations in connection with the **AHD**. The **Department** will exercise reasonable discretion in determining capacity. In all cases, the **Department** will base its capacity determination on the experience, past performance, and organizational documents of the **Sponsor/Developer**. The **Department** may request any of the following subsequent to Application submittal: §103(g) | Yes

(A) Staff rosters, which include the job titles and duty statements of all staff positions, and payroll records;

(B) Certified audited financial statements for the past three (3) consecutive years;

(C) Certificates of Good Standing from the California Secretary of State, the California Franchise Tax Board, or the relevant regulatory agencies of foreign jurisdictions; and

(D) Any other documentary evidence that reasonably supports the **Applicant's** ability to satisfy the capacity requirement.

Does **Sponsor/Applicant** #1 certify to have successful prior ownership and development of affordable rental housing?	Yes
Do you certify that the **Sponsor/Applicant** #1 employs experienced staff without reliance upon another entity or parent company?	Yes
Do you certify that the **Sponsor/Applicant** #1 has sufficient financial capacity to provide payroll and employment benefits to staff without reliance upon another entity or parent company?	Yes
Do you certify that the **Sponsor/Applicant** has sufficient financial capacity to carry out its obligations pursuant to Program requirements including, but not limited to providing financial guarantees without reliance upon another entity or parent company?	Yes

Project Staffing Chart

Staff type	Employee / Consultant full name	Position title	Full time / Part time	% of time dedicated to this project
Employee	Ashley Wright	Executive Vice President	Full time	10%
Employee	Sarah Walker	Senior Development Manager	Full time	50%
Employee	Kristina Campbell	Project Manager	Full time	25%
Employee	Chris Killian	Senior VP of Construction	Full time	10%
Employee	Travis Haskin	Vice President- Estimating	Full time	5%
Employee	Bobbie Barnett	Vice President- Asset Management	Full time	5%

AHD requisite experience - Past **Projects**:

Quantities used for demonstration of experience may not be cumulative across multiple projects, phases, and **Developers/Sponsors/Applicants.**

AHD name #1	Vista Verde	Any other names **AHD** has been known by:	Virginia Holt Apartments				
Name of Applicant demonstrating requisite experience	National Community Renaissance of California				Placed In Service (PIS) Date		6/17/2021
Project address:	1125 E Holt Boulevard	City:	Ontario	State:	CA	Zip:	91764
Meets ten year requirement?	TRUE	PIS term	3.95	Total units	100	Total square feet	42,000
Number of stories	3	Commercial	No				
Development type	New Construction						
Is this a tax credit project?	Yes	Does this Project have an HCD award?	N/A	HCD Contract #:			

Brief Description (e.g. average affordability, all amenities, populations served, and services provided, etc.)

Vista Verde provides 101 high-quality affordable apartment homes for families who earn between 30 and 60 percent of the area median income in Ontario, CA. This transit-oriented community is funded in part by California's Transformative Climate Community program and is an integral part of the City's plan to demonstrate a sustainable community. The City of Ontario's $35 million Transformative Climate Communities grant is focused on its historic downtown core and builds upon six years of planning and engagement work to revitalize this neighborhood. Vista Verde is one of the first all-electric, zero net energy communities, designed and constructed using cost-efficient technologies and innovative approaches to prepare for a world of bike- and pedestrian-friendly communities that encourage healthier lifestyles and reduce pollution. This sustainable development has a low carbon footprint, improving the quality of life for the community as a whole.

File Name:	055. Past Exp TCAC List AHD1	For CA Tax Credit Projects provide copy of the TCAC Project Mapping list identifying the project used for experience.	Uploaded to HCD?	Yes
File Name:	056. Past Exp RA AHD1	Non-Tax Credit Projects Regulatory Agreement.	Uploaded to HCD?	N/A

AHD name #2	Mission Cove Phase I	Any other names **AHD** has been known by:	Mission Cove I Family Housing				
Name of Applicant demonstrating requisite experience	National Community Renaissance of California				Placed In Service (PIS) Date		12/13/2017
Project address:	3406 Carolyn Circle	City:	Oceanside	State:	CA	Zip:	92054

§103 Eligible Applicant

												V1 3/25/25
Meets ten year requirement?	TRUE	PIS term	7.46	Total units	90	Total square feet	51,000	Number of stories	3	Commercial	No	
Development type	New Construction											
Is this a tax credit project?	Yes	Does this Project have an HCD award?				N/A	HCD Contract #:					

Brief Description (e.g. average affordability, all amenities, populations served, and services provided, etc.)

Mission Cove I is the first phase of a larger intergenerational apartment community in the City of Oceanside. Upon completion, this affordable housing community provides 90 high quality apartment homes for families with set asides for veterans and transition-aged foster youth. The community includes the 5,000 square foot Kay Parker Family Resource Center that will host a variety of activities and services for the neighborhood, including a state-licensed preschool. Residential buildings will be connected by a well-lit network of walkways, plazas, courtyards, trails and open spaces. Located along a high-frequency bus line, Mission Cove offers direct access to many community amenities and is within walking distance of a local park.

File Name:	057. Past Exp TCAC List AHD2	For CA Tax Credit Projects provide copy of the TCAC Project Mapping list identifying the project used for experience.	Uploaded to HCD?	Yes
File Name:	058. Past Exp RA AHD2	Non-Tax Credit Projects Regulatory Agreement.	Uploaded to HCD?	N/A

All eligible **Applicants** appearing on the application for the **Project** will be held jointly and severally liable for the completion of the **Project** and as such, will each sign all Standard Agreements to the award of AHSC funds.

Where a **Public Agency** has a real property interest in any component of the proposed **Project**, the application must include the **Public Agency** as a joint **Applicant** or otherwise include a commitment to enter into a contractual agreement to develop the **Project**, if it is awarded.

Will a **Public Agency** have a real property interest in any component of the proposed **Project**?	Yes
Will the **Application** include the **Public Agency** as a joint applicant?	Yes

Applicant #2	Entity name	City of Ontario			
Eligible applicant type	Locality		Organization type	Public Agency	
File Name:	060. App2 Cert & Legal Disclosure	Reference: Applicant Certification Worksheet.		Uploaded to HCD?	Yes
File Name:	061. App2 OrgDoc1, OrgDoc2, etc.	Reference: Entity Org Docs Worksheet.		Uploaded to HCD?	N/A

Applicant #3	Entity name	

Applicant #4	Entity name	

Owner/Borrower	Entity name	NCRC Ontario 2 LP		
File Name:	066. Owner Cert & Legal Disclosure	Reference: Applicant Certification Worksheet.	Uploaded to HCD?	Yes
File Name:	067. Owner OrgDoc1, OrgDoc2, etc.	Reference: Entity Org Docs Worksheet.	Uploaded to HCD?	Yes
File Name:	068. Owner Org Chart	Project Ownership Structure	Uploaded to HCD?	Yes

Managing General Partner	Entity name	NCRC Ontario 2 MGP LLC		
File Name:	069. MGP Cert & Legal	Reference: Applicant Certification Worksheet.	Uploaded to HCD?	Yes
File Name:	070. MGP OrgDoc1, OrgDoc2, etc.	Reference: Entity Org Docs Worksheet.	Uploaded to HCD?	Yes

Administrative General Partner #1	Entity name	

Administrative General Partner #2	Entity name	

A **Recipient** of **Department** funds must remain liable for performing all requirements of the award of funds as set forth in the Standard Agreement. Where there are multiple **Recipients**, all such **Recipients** must remain jointly and severally liable to the **Department** for that performance. Notwithstanding the foregoing, **Recipients** may indemnify each other by entering into agreements with one another as to individual **Capital Projects**. In no event will any such agreement alter, amend, or revoke each individual **Recipient's** obligations to the **Department**, including the joint and several liability.

Payee of **AHD** loan:	National Community Renaissance of California
Payee(s) of **STI** grant 1:	City of Ontario
Payee(s) of **STI** grant 2:	City of Ontario
Payee(s) of **STI** grant 3:	City of Ontario
Payee(s) of **STI** grant 4:	City of Ontario
Payee(s) of **PGM** grant 1:	National Community Renaissance of California
Payee(s) of **PGM** grant 2:	National Community Renaissance of California
Payee(s) of **PGM** grant 3:	National Community Renaissance of California
Payee(s) of **PGM** grant 4:	National Community Renaissance of California
Payee(s) of **PGM** grant 5:	National Community Renaissance of California

Development Team Contacts and Legislative Information

Contact Type	Entity Legal Name	Eligible Sponsor Type	Organization Type	Address	City	State	Zip Code	Auth Rep Name	Title	Email	Phone #	Extension	Contact Name	Title	Email	Phone #	Extension	Contact Address	City	State	Zip Code
Applicant #1	National Community Renaissance of California	Developer	Non-profit Corporation	9692 Haven Avenue Suite 100	Rancho Cucamonga	CA	91730	Mike Finn	Chief Financial Officer	mfinn@nationalcore.org	909-483-2444		Sarah Walker	Senior Development Manager	swalker@nationalcore.org	503-451-1193		9692 Haven Ave, Suite 100	Rancho Cucamonga	CA	91730
Applicant #2	City of Ontario	Locality	Public Agency	303 East B Street	Ontario	CA	91764	Scott Ochoa	City Manager	Sochoa@ontarioca.gov	909-395-2010		Hannah MacKenzie	Housing Manager	HMacKenzie@ontarioca.gov	909-395-2753		303 East B Street	Ontario	CA	91764
Owner / Borrower Entity	NCRC Ontario 2 LP		Limited Partnership	9692 Haven Ave, Suite 100	Rancho Cucamonga	CA	91730	Mike Finn	Chief Financial Officer	mfinn@nationalcore.org	909-483-2444		Sarah Walker	Senior Development Manager	swalker@nationalcore.org	503-451-1193		9692 Haven Ave, Suite 100	Rancho Cucamonga	CA	91730
Managing General Partner	NCRC Ontario 2 MGP LLC		Limited Liability Company	9692 Haven Ave, Suite 100	Rancho Cucamonga	CA	91730	Mike Finn	Chief Financial Officer	mfinn@nationalcore.org	909-483-2444		Sarah Walker	Senior Development Manager	swalker@nationalcore.org	503-451-1193		9692 Haven Ave, Suite 100	Rancho Cucamonga	CA	91730
Transportation Infrastructure Partner for STI	OmniTrans			1700 W. Fifth Street	San Bernardino	CA	92411						Alexander Shippee	Planner	Alexander.Shippee@omnitrans.org	909-379-7256					
Transportation Infrastructure Partner for STI																					
Property Management Agent	National Community Renaissance of California			9692 Haven Avenue Suite 100	Rancho Cucamonga	CA	91730						Courtney Richards	Senior Vice President of Property	crichard@nationalcore.org	949-431-6940					
Financial Consultant	Novogradac			6700 Antioch Road, Suite 450	Merriam	KS	66204						Rebecca S. Arthur	Partner	Rebecca.Arthur@novoco.com	913-312-4615					
Lead (primary) Service Provider	Hope through Housing Foundation			9692 Haven Avenue Suite 100	Rancho Cucamonga	CA	91730						Alyssa Cotter	Executive Director	acotter@hthf.org	909-204-3446					
Borrower Legal Counsel	Gubb & Barshay LLP			235 Montgomery Street, Suite 1110	San Francisco	CA	94104						Lauren B. Fechter	Partner	lfechter@gubbandbarshay.com	415-781-6600	5				
General Contractor	National Community Renaissance of California			9692 Haven Avenue Suite 100	Rancho Cucamonga	CA	91730						Chris Killian	Sr. Vice President	ckillian@nationalcore.org	909-204-3448					
Architect	Oynx Architects			2540 East Colorado Boulevard	Pasadena	CA	91107						Steve Kuchenski	Principle	skuchenski@onyxarchitects.com	626-405-8001					
Other (Specify)																					
Other (Specify)																					
Other (Specify)																					
Other (Specify)																					

Congress person Name(s)	District #	State Senator Name(s)	District #	State Assembly Member Name(s)	District #
Adam Schiff		Susan Rubio	22	Michelle Rodriguez	53
Alex Padilla					
Norma J. Torres	35				

The HCD team appreciates your collaboration in assisting to streamline the application review.
Please provide the names of entities related to each sponsor parent company, and any & all related entities that have received awards from HCD.

Related entity name	Contract #
CP Senior Apartments, L.P.	18-NPLH-12663
Inland Valley Housing Partners, L.P.	05-MHP-0220
Cobblestone Apartments, L.P.	00-MHP-036
Waterman Gardens Partners 2, L.P.	17-AHSC-12146
Desert Meadows Housing Partners, L.P.	10-MHP-6833
Oceanside Housing Partners, L.P.	05-MHP-0212
Legacy Square, LP	20-AHSC-14699
Legacy Square, LP	18-NPLH-12679
UC Housing Partners, L.P.	03-MHP-0167
Riverside Housing Partners, L.P.	03-MHP-146
NCRC Placentia LLC	20-NPLH-16249
NCRC Placentia LLC	21-ACC-17047
Santee Apartments, L.P.	22-LPR-0071
Eagle Rock Senior Housing Partners, L.P.	07-MHP-3568
Veterans Park Fund L.P.	14-VHHP-10442
Golden Pierce Housing Partners, L.P.	20-NPLH-16250
Vista Del Puente, L.P.	15-VHHP-10822
Vista Terraza Housing Partners, LP	04-MHP-0186
3rd & Dangler, L.P.	20-AHSC-14726

Related entity name	Contract #

Ontario Affordable Houisng Phase II AHD Units and Maximum AHD-HRI Funds App AHSC0001268

Scroll ---------->>>

Unit Mix

# of Bdrms	Unit Type	% of Area Median Income	Total Units	RENTAL ONLY: Total Rental Units	Total Rental Un-Restricted Units	Total Rental Restricted Units	Total Affordable Rental Units	AHSC Rental Assisted Units	Other Rental HCD Assisted Units	Other Rental HCD Assisted Source	HOMEOWNERSHIP ONLY: Total Homeowner (HO) Units	Total (HO) Un-Restricted Units	Total (HO) Restricted Units	Total Affordable (HO) Units	AHSC (HO) Assisted Units	Other (HO) HCD Assisted Units	Other (HO) HCD Assisted Source	SNP/SH Units	Veterans Units	Senior Units
1	Rental	30%	10	10		10	10	10												
2	Rental	30%	20	20		20	20	13												
3	Rental	30%	6	6		6	6	6												
1	Rental	50%	4	4		4	4	4												
2	Rental	50%	20	20		20	20	27												
3	Rental	50%	25	25		25	25	25												
1	Rental	60%	2	2		2	2	2												
2	Rental	60%	28	28		28	28	28												
3	Rental	60%	28	28		28	28	28												
3	Rental	Manager	1	1																
		Totals	144	144		143	143	143												

For **Rental Units**, does the proposed **AHD** include at least 20 percent of the total residential units as **Affordable Units**? TRUE — % **Affordable Units**: 99.00%

Does the proposed **Rental AHD** have an overall **AHD** average affordability of all **Restricted Units** within the **AHD** no greater than 50 percent represented by **Area Median Income (AMI)**? §102(d)(5) TRUE — Rental % average affordability: 49.00%

Does the **AHD** have a previous **HCD** loan award?	FALSE		
Total planned award before AHSC application due date?	$0	HCD funding amount deduction per stacked unit:	$0

AHD Funds Requested:	$20,968,594				
Rental AHD per **Assisted Unit** Funding Amount:	**$40,788,997**	Less **Rental AHD** Per Stacked Unit Amount:	**$0**	**Rental AHD** max per **Assisted Unit** Funding Amount:	**$40,788,997**

AMI	0 Bedroom Units			1 Bedroom Units			2 Bedroom Units			3 Bedroom Units			4+ Bedroom Units			Manager Units		
	Per Unit Amount	AHSC Assisted Units	Funding Amount	Per Unit Amount	AHSC Assisted Units	Funding Amount	Per Unit Amount	AHSC Assisted Units	Funding Amount	Per Unit Amount	AHSC Assisted Units	Funding Amount	Per Unit Amount	AHSC Assisted Units	Funding Amount	Per Unit Amount	AHSC Assisted Units	Funding Amount
60%	$250,000			$250,000	2	$500,000	$250,000	28	$7,000,000	$250,000	28	$7,000,000	$250,000			$250,000	1	$250,000
55%	$262,964			$263,829			$266,709			$269,302			$271,463					
50%	$275,929			$277,657	4	$1,110,628	$283,275	27	$7,648,423	$288,461	25	$7,211,516	$292,782					
45%	$288,893			$291,486			$299,840			$307,619			$314,245					
40%	$301,713			$305,314			$316,406			$326,777			$335,564					
35%	$314,677			$319,287			$333,115			$346,080			$357,027					
30%	$327,641			$333,115	10	$3,331,153	$349,681	13	$4,545,850	$365,238	6	$2,191,427	$378,490					
25%	$340,606			$346,944			$366,246			$384,396			$399,809					
20%	$353,426			$360,772			$382,812			$403,554			$421,272					
15%	$366,390			$374,601			$399,521			$422,857			$442,735					
Totals	Total	0	$0	Total	16	$4,941,781	Total	68	$19,194,273	Total	59	$16,402,943	Total	0	$0	Total	1	$250,000

Permanent Financing Funding Gap Calculation

Total Development Cost	##########
Less: Net Syndication Proceeds/Investor Equity	$42,033,917
Less: Additional Owner/General Partner Equity (Including Deferred Developer Fee)	$10,626,120
Total Estimated Financing needed	$48,954,475
Less: Supportable Conventional or Bond Debt Financing	$6,485,881
Less: "Soft" Financing and Grants.	$21,500,000
Permanent Funding Gap	$20,968,594

Rental AHD Maximum Allowable Loan Amount	
The lesser of:	
AHSC unit mix **Assisted Unit** Loan Amount less stacked units	##########################
Permanent Funding Gap	##########################
NOFA Maximum per **AHD** Loan & **HRI** Grant Amount	##########################
Sponsor Requested **AHD** Loan & **HRI** Grant Amount	##########################
Maximum Allowable AHSC AHD Loan:	##########################
Maximum Allowable AHSC HRI Grant:	**$0**

AHD or Homeownership Base Amount:	$250,000				vacancy rate
Assume:	DSCR	6.0%	360	1.1	5%
Base Amount + Reduction in Amount Financeable due to Rent Limitations below 60% AMI					

County	RentalAMI	HO AMI	0 BR	1 BR	2 BR	3 BR	4+ BR
San Bernardi	80%	120%	$250,000	$250,000	$250,000	$250,000	$250,000
San Bernardi	75%	115%	$250,000	$250,000	$250,000	$250,000	$250,000
San Bernardi	70%	110%	$250,000	$250,000	$250,000	$250,000	$250,000
San Bernardi	65%	105%	$250,000	$250,000	$250,000	$250,000	$250,000
San Bernardi	60%	100%	$250,000	$250,000	$250,000	$250,000	$250,000
San Bernardi	55%	95%	$262,964	$263,829	$266,709	$269,302	$271,463
San Bernardi	50%	90%	$275,929	$277,657	$283,275	$288,461	$292,782
San Bernardi	45%	85%	$288,893	$291,486	$299,840	$307,619	$314,245
San Bernardi	40%	80%	$301,713	$305,314	$316,406	$326,777	$335,564
San Bernardi	35%	75%	$314,677	$319,287	$333,115	$346,080	$357,027
San Bernardi	30%	70%	$327,641	$333,115	$349,681	$365,238	$378,490

county_name	lim50_21p1	lim50_21p2	lim50_21p3	lim50_21p4	lim50_21p5	lim50_21p6	lim50_21p7	lim50_21p8
Alameda	$54,500	$62,300	$70,100	$77,850	$84,100	$90,350	$96,550	$102,800
Alpine	$37,000	$42,250	$47,550	$52,850	$57,050	$61,300	$65,550	$69,750
Amador	$35,300	$40,350	$45,400	$50,400	$54,450	$58,500	$62,500	$66,550
Butte	$31,750	$36,300	$40,850	$45,350	$49,000	$52,600	$56,250	$59,850
Calaveras	$33,150	$37,850	$42,600	$47,300	$51,100	$54,900	$58,700	$62,450
Colusa	$30,800	$35,200	$39,600	$43,950	$47,500	$51,000	$54,500	$58,050
Contra Costa	$54,500	$62,300	$70,100	$77,850	$84,100	$90,350	$96,550	$102,800
Del Norte	$30,800	$35,200	$39,600	$43,950	$47,500	$51,000	$54,500	$58,050
El Dorado	$41,300	$47,150	$53,050	$58,950	$63,650	$68,400	$73,100	$77,850
Fresno	$30,800	$35,200	$39,600	$43,950	$47,500	$51,000	$54,500	$58,050
Glenn	$30,800	$35,200	$39,600	$43,950	$47,500	$51,000	$54,500	$58,050
Humboldt	$30,950	$35,350	$39,750	$44,150	$47,700	$51,250	$54,750	$58,300
Imperial	$30,800	$35,200	$39,600	$43,950	$47,500	$51,000	$54,500	$58,050
Inyo	$30,800	$35,200	$39,600	$43,950	$47,500	$51,000	$54,500	$58,050
Kern	$30,800	$35,200	$39,600	$43,950	$47,500	$51,000	$54,500	$58,050

San Bernardino

					N/A		N/A		N/A					Annual Unrestricted Rent: $0 / Annual Net Proposed Rent: $0 / Annual Net Restricted Rent: ##########			Restricted Rents Net Subsidy Rent			Proposed Rents Net Subsidy Rent		
Vlookup	Gross Restricted Monthly 2024 Rents	Gross Unrestricted Monthly Rent	Gross Proposed Monthly Rent	1Monthly Utility Allowance	Monthly Gross Subsidy Contract Rent Amount	Subsidy Units	Monthly Gross Subsidy Contract Rent Amount	Subsidy Units	Monthly Gross Subsidy Contract Rent Amount	Subsidy Units	# of Baths	Square Feet	Building Type	Net Monthly Restricted Rent	Net Monthly Proposed Rent	Monthly Unrestricted Rent	N/A Net Subsidy Rent	N/A Net Subsidy Rent	N/A Net Subsidy Rent	Net Subsidy Rent	N/A Net Subsidy Rent	N/A Net Subsidy Rent
3	$576			$10										$5,660	$0	$0	$0	$0	$0	$0	$0	$0
4	$691			$13										$13,560	$0	$0	$0	$0	$0	$0	$0	$0
5	$799			$17										$4,692	$0	$0	$0	$0	$0	$0	$0	$0
3	$961			$10										$3,804	$0	$0	$0	$0	$0	$0	$0	$0
4	#########			$13										$22,780	$0	$0	$0	$0	$0	$0	$0	$0
5	#########			$17										$32,875	$0	$0	$0	$0	$0	$0	$0	$0
3	#########			$10										$2,286	$0	$0	$0	$0	$0	$0	$0	$0
4	#########			$13										$38,360	$0	$0	$0	$0	$0	$0	$0	$0
5	#########			$17										$44,296	$0	$0	$0	$0	$0	$0	$0	$0
5	$0													$0	$0	$0	$0	$0	$0	$0	$0	$0
	$0													$0	$0	$0	$0	$0	$0	$0	$0	$0
	$0													$0	$0	$0	$0	$0	$0	$0	$0	$0
	$0													$0	$0	$0	$0	$0	$0	$0	$0	$0
	$0													$0	$0	$0	$0	$0	$0	$0	$0	$0
	$0													$0	$0	$0	$0	$0	$0	$0	$0	$0
	$0													$0	$0	$0	$0	$0	$0	$0	$0	$0
	$0													$0	$0	$0	$0	$0	$0	$0	$0	$0
	$0													$0	$0	$0	$0	$0	$0	$0	$0	$0
	$0													$0	$0	$0	$0	$0	$0	$0	$0	$0
	$0													$0	$0	$0	$0	$0	$0	$0	$0	$0
						0		0		0				##########	$0	$0	$0	$0	$0	$0	$0	$0

San Bern	25%	65%	$340,606	$346,944	$366,246	$384,396	$399,809
San Bern	20%	60%	$353,426	$360,772	$382,812	$403,554	$421,272
San Bern	15%	55%	$366,390	$374,601	$399,521	$422,857	$442,735

Income and Rent Calculation Tables

TCAC/CDLAC/AHSC/CalHFA Income Limits Calculated from HUD 50% Income Limits

Income Level	Household Size							
	1	2	3	4	5	6	7	8
120%	$86,160	$98,400	$110,640	$123,000	$132,840	$142,680	$152,520	$162,360
110%	$78,980	$90,200	$101,420	$112,750	$121,770	$130,790	$139,810	$148,830
100%	$71,800	$82,000	$92,200	$102,500	$110,700	$118,900	$127,100	$135,300
95%	$68,210	$77,900	$87,590	$97,375	$105,165	$112,955	$120,745	$128,535
90%	$64,620	$73,800	$82,980	$92,250	$99,630	$107,010	$114,390	$121,770
85%	$61,030	$69,700	$78,370	$87,125	$94,095	$101,065	$108,035	$115,005
80%	$57,440	$65,600	$73,760	$82,000	$88,560	$95,120	$101,680	$108,240
75%	$53,850	$61,500	$69,150	$76,875	$83,025	$89,175	$95,325	$101,475
70%	$50,260	$57,400	$64,540	$71,750	$77,490	$83,230	$88,970	$94,710
65%	$46,670	$53,300	$59,930	$66,625	$71,955	$77,285	$82,615	$87,945
60%	$43,080	$49,200	$55,320	$61,500	$66,420	$71,340	$76,260	$81,180
55%	$39,490	$45,100	$50,710	$56,375	$60,885	$65,395	$69,905	$74,415
50%	$35,900	$41,000	$46,100	$51,250	$55,350	$59,450	$63,550	$67,650
45%	$32,310	$36,900	$41,490	$46,125	$49,815	$53,505	$57,195	$60,885
40%	$28,720	$32,800	$36,880	$41,000	$44,280	$47,560	$50,840	$54,120
35%	$25,130	$28,700	$32,270	$35,875	$38,745	$41,615	$44,485	$47,355
30%	$21,540	$24,600	$27,660	$30,750	$33,210	$35,670	$38,130	$40,590
25%	$17,950	$20,500	$23,050	$25,625	$27,675	$29,725	$31,775	$33,825
20%	$14,360	$16,400	$18,440	$20,500	$22,140	$23,780	$25,420	$27,060
15%	$10,770	$12,300	$13,830	$15,375	$16,605	$17,835	$19,065	$20,295

CalHFA 50% Rent Limits

(Assumes 1 person in 0-bedroom, 2 people in a 1 bdrm and 1 additional person per additional bedroom)

Level	0 Bdrm.	1 Bdrm.	2 Bdrm.	3 Bdrm.	4 Bdrm.	5 Bdrm.
San Bernardino	$898	$1,025	$1,153	$1,281	$1,384	$1,486

TCAC/CDLAC/AHSC Rent Limits

(Assumes 1 person in 0-bdrm unit, 1.5 people per bedroom in other units)

TCACrentTbl

Limit	1 Bdrm.	1 Bdrm.	2 Bdrm.	3 Bdrm.	4 Bdrm.	5 Bdrm.
San Bernardino	$2,154	$2,307	$2,766	$3,198	$3,567	$3,936
San Bernardino	$1,974	$2,114	$2,535	$2,931	$3,269	$3,608
San Bernardin	$1,795	$1,922	$2,305	$2,665	$2,972	$3,280
San Bernardino	$1,705	$1,826	$2,189	$2,531	$2,823	$3,116
San Bernardino	$1,615	$1,730	$2,074	$2,398	$2,675	$2,952
San Bernardino	$1,525	$1,634	$1,959	$2,265	$2,526	$2,788
San Bernardino	$1,436	$1,538	$1,844	$2,132	$2,378	$2,624
San Bernardino	$1,346	$1,441	$1,728	$1,998	$2,229	$2,460
San Bernardino	$1,256	$1,345	$1,613	$1,865	$2,080	$2,296
San Bernardino	$1,166	$1,249	$1,498	$1,732	$1,932	$2,132
San Bernardino	$1,077	$1,153	$1,383	$1,599	$1,783	$1,968
San Bernardino	$987	$1,057	$1,267	$1,465	$1,634	$1,804
San Bernardino	$897	$961	$1,152	$1,332	$1,486	$1,640
San Bernardino	$807	$865	$1,037	$1,199	$1,337	$1,476
San Bernardino	$718	$769	$922	$1,066	$1,189	$1,312
San Bernardino	$628	$672	$806	$932	$1,040	$1,148
San Bernardino	$538	$576	$691	$799	$891	$984
San Bernardino	$448	$480	$576	$666	$743	$820
San Bernardino	$359	$384	$461	$533	$594	$656
San Bernardino	$269	$288	$345	$399	$445	$492

Kings	$30,800	$35,200	$39,600	$43,950	$47,500	$51,000	$54,500	$58,050
Lake	$30,800	$35,200	$39,600	$43,950	$47,500	$51,000	$54,500	$58,050
Lassen	$30,800	$35,200	$39,600	$43,950	$47,500	$51,000	$54,500	$58,050
Los Angeles	$48,550	$55,450	$62,400	$69,350	$74,900	$80,450	$86,000	$91,550
Madera	$30,800	$35,200	$39,600	$43,950	$47,500	$51,000	$54,500	$58,050
Marin	$68,550	$78,350	$88,150	$97,900	$105,750	$113,600	$121,400	$129,250
Mariposa	$30,800	$35,200	$39,600	$43,950	$47,500	$51,000	$54,500	$58,050
Mendocino	$31,650	$36,200	$40,700	$45,200	$48,850	$52,450	$56,050	$59,700
Merced	$30,800	$35,200	$39,600	$43,950	$47,500	$51,000	$54,500	$58,050
Modoc	$30,800	$35,200	$39,600	$43,950	$47,500	$51,000	$54,500	$58,050
Mono	$32,700	$37,400	$42,050	$46,750	$50,450	$54,200	$57,950	$61,700
Monterey	$46,350	$53,000	$59,600	$66,200	$71,500	$76,800	$82,100	$87,400
Napa	$51,400	$58,700	$66,100	$73,400	$79,300	$85,150	$91,050	$96,900
Nevada	$36,500	$41,700	$46,900	$52,100	$56,300	$60,450	$64,650	$68,800
Orange	$55,250	$63,100	$71,050	$78,900	$85,250	$91,550	$97,850	$104,150
Placer	$41,300	$47,150	$53,050	$58,950	$63,650	$68,400	$73,100	$77,850
Plumas	$32,250	$36,850	$41,450	$46,050	$49,750	$53,450	$57,150	$60,800
Riverside	$35,900	$41,000	$46,100	$51,250	$55,350	$59,450	$63,550	$67,650
Sacramento	$41,300	$47,150	$53,050	$58,950	$63,650	$68,400	$73,100	$77,850
San Benito	$42,850	$49,000	$55,100	$61,200	$66,100	$71,000	$75,900	$80,800
San Bernardino	$35,900	$41,000	$46,100	$51,250	$55,350	$59,450	$63,550	$67,650
San Diego	$53,050	$60,600	$68,200	$75,750	$81,850	$87,900	$93,950	$100,000
San Francisco	$68,550	$78,350	$88,150	$97,900	$105,750	$113,600	$121,400	$129,250
San Joaquin	$33,750	$38,600	$43,400	$48,200	$52,100	$55,950	$59,800	$63,650
San Luis Obispo	$44,600	$50,950	$57,300	$63,650	$68,750	$73,850	$78,950	$84,050
San Mateo	$68,550	$78,350	$88,150	$97,900	$105,750	$113,600	$121,400	$129,250
Santa Barbara	$56,950	$65,050	$73,200	$81,300	$87,850	$94,350	$100,850	$107,350
Santa Clara	$64,550	$73,750	$82,950	$92,150	$99,550	$106,900	$114,300	$121,650
Santa Cruz	$63,400	$72,450	$81,500	$90,550	$97,800	$105,050	$112,300	$119,550
Shasta	$31,200	$35,650	$40,100	$44,550	$48,150	$51,700	$55,250	$58,850
Sierra	$30,800	$35,200	$39,600	$43,950	$47,500	$51,000	$54,500	$58,050
Siskiyou	$30,800	$35,200	$39,600	$43,950	$47,500	$51,000	$54,500	$58,050
Solano	$44,050	$50,350	$56,650	$62,900	$67,950	$73,000	$78,000	$83,050
Sonoma	$48,450	$55,350	$62,250	$69,150	$74,700	$80,250	$85,750	$91,300
Stanislaus	$31,900	$36,450	$41,000	$45,550	$49,200	$52,850	$56,500	$60,150
Sutter	$30,800	$35,200	$39,600	$43,950	$47,500	$51,000	$54,500	$58,050
Tehama	$30,800	$35,200	$39,600	$43,950	$47,500	$51,000	$54,500	$58,050
Trinity	$30,800	$35,200	$39,600	$43,950	$47,500	$51,000	$54,500	$58,050
Tulare	$30,800	$35,200	$39,600	$43,950	$47,500	$51,000	$54,500	$58,050
Tuolumne	$33,900	$38,750	$43,600	$48,450	$52,350	$56,200	$60,100	$63,950
Ventura	$49,250	$56,300	$63,350	$70,350	$76,000	$81,650	$87,250	$92,900
Yolo	$40,400	$46,150	$51,900	$57,650	$62,300	$66,900	$71,500	$76,100
Yuba	$30,800	$35,200	$39,600	$43,950	$47,500	$51,000	$54,500	$58,050

Development Sources

				Construction Totals		$101,614,512	$0	$101,614,512	Construction Terms			Permanent Terms									Details of Deferred Costs	
				Permanent Totals		$101,614,512	$0	$101,614,512				Interest Rate		Repayment Terms			$592,060	$0	$0	$1,048,435		
Construction	Committed?	AHD vs HRI	Source Name (lien priority order)	Source Type	Lien No.	Residential Amount	Commercial Amount	Total Amount	Interest Rate	Required Payment	Loan Term (months)	Rate	Type	Amortizing Period (yrs.)	Type	Due in (yrs.)	Required Residential Debt Service	Required Commercial Debt Service	Tax-Exempt Amount	Deferred Amount	Description	
Construction	No	HRI	AHSC HRI Grant	State-HCD		$0	$0															
Construction	Yes	AHD	Construction Loan	Private	1	$51,900,374	$0	$51,900,374	6.56%	Interest Only	28											
Construction	Yes	AHD	Construction Loan Taxable Tail	Private	2	$3,929,408	$0	$3,929,408	6.56%	Interest Only	28											
Construction	Yes	AHD	Donated Land	Local Land Donation		$7,100,000	$0	$7,100,000	3.00%	Deferred	660											
Construction	Yes	AHD	City of Ontario Loan	Local	3	$14,400,000	$0	$14,400,000	3.00%	Deferred	660											
Construction	Yes	AHD	Accrued and Deferred Soft Interest	Other		$1,279,250	$0	$1,279,250														
Construction	Yes	AHD	Deferred Developer Fees			$1,000,000		$1,000,000														
Construction	Yes	AHD	Other Deferred Costs			$1,048,435		$1,048,435														
Construction	Yes	AHD	Developer Fee Contribution	Other		$8,346,770		$8,346,770												$453,576	Operating Reserve	
Construction	Yes	AHD	GP Equity			$100		$100												$94,859	Perm Financing Costs	
Construction	Yes	AHD	Gross Tax Credit Equity	4% tax credits		$12,610,175		$12,610,175												$500,000	Capitalized Developer Fee	
Permanent																						
Permanent	No	HRI	AHSC HRI Grant	State-HCD	3	$0	$0															
Permanent	No	AHD	AHSC AHD Funding	State-HCD		$20,968,594	$0	$20,968,594								55	$92,318					
			Tax-Exempt Bond Loan																			
Permanent	Yes	AHD	Donated Land	Local Land Donation		$7,100,000	$0	$7,100,000				3.00%	Fixed for Term			55						
Permanent	Yes	AHD	City of Ontario Loan	Local	2	$14,400,000	$0	$14,400,000				3.00%	Fixed for Term			55						
Permanent	Yes	AHD	Permanent Loan	Private	1	$6,485,881	$0	$6,485,881				6.68%	Fixed for Term	30	FAM	17	$499,742					
Permanent	Yes	AHD	Accrued and Deferred Soft Interest	Other		$1,279,250	$0	$1,279,250														
Permanent	Yes	AHD	Deferred Developer Fees			$1,000,000		$1,000,000														
Permanent	Yes	AHD	Developer Fee Contribution			$8,346,770		$8,346,770														
Permanent	Yes	AHD	GP Equity			$100		$100														
Permanent	Yes	AHD	Gross Tax Credit Equity	4% tax credits		$42,033,917		$42,033,917														

Applicant Comments: Include a description of unusual or extraordinary circumstances that have resulted in higher than expected Project costs and provide a justification as to why these costs are reasonable.

Not applicable.

Scroll to the Right for more data input (sources) ---------->
Ontario Affordable Housng Phase II AHD and HRI
Permanent Sources and Uses - App#
AHSC0001268

Residential Sources and Uses Budget				Eligible Basis		Permanent Sources of Funds																	Commercial Sources	
Grand Totals	$101,614,512	$101,614,512	$0	$90,843,984	$0	$20,968,594	$0	$7,100,000	$14,400,000	$6,485,881	$1,279,250	$0	$0	$0	$0	$0	$0	$0	$1,000,000	$8,346,770	$100	$42,033,917	$0	$0
USES OF FUNDS Soft cost in red (total AHSC AHD below) $30,000	Total Project Costs	Total Project Costs - Residential Cost/Sources	Total Project Costs - Commercial Cost/Sources	30% PVC for New Const/Rehab	30% PVC for Acquisition	AHSC AHD Funding	Tax-Exempt Bond Loan	Donated Land	City of Ontario Loan	Permanent Loan	Accrued and Deferred Soft Interest								Deferred Developer Fees	Developer Fee Contribution	GP Equity	Gross Tax Credit Equity		
LAND COST/ACQUISITION																								
Land Cost or Value	$7,100,000	$7,100,000	$0					$7,100,000																
Demolition	$0	$0	$0																					
Legal	$30,000	$30,000	$0																			$30,000		
Land Lease Rent Prepayment	$0	$0	$0																					
Total Land Cost or Value	**$7,130,000**	**$7,130,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$7,100,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$30,000**	**$0**	**$0**
Existing Improvements Cost or Value	$0	$0	$0																					
Off-Site Improvements	$1,534,626	$1,534,626	$0	$1,534,626		$1,534,626																		
Total Acquisition Cost	**$1,534,626**	**$1,534,626**	**$0**	**$1,534,626**	**$0**	**$1,534,626**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Total Land Cost / Acquisition Cost	**$8,664,626**	**$8,664,626**	**$0**	**$1,534,626**	**$0**	**$1,534,626**	**$0**	**$7,100,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$30,000**	**$0**	**$0**
Predevelopment Interest/Holding Cost	$30,000	$30,000	$0	$30,000		$30,000																		
Assumed, Accrued Interest on Existing Debt (Rehab/Acq)	$0	$0	$0																					
Excess Purchase Price Over Appraisal	$0	$0	$0																					
REHABILITATION																								
Site Work	$0	$0	$0																					
Structures	$0	$0	$0																					
General Requirements	$0	$0	$0																					
Contractor Overhead	$0	$0	$0																					
Contractor Profit	$0	$0	$0																					
Prevailing Wages	$0	$0	$0																					
General Liability Insurance	$0	$0	$0																					
Urban Greening	$0	$0	$0																					
Other Rehabilitation (Specify)	$0	$0	$0																					
Other Rehabilitation (Specify)	$0	$0	$0																					
Other Rehabilitation (Specify)	$0	$0	$0																					
Total Rehabilitation Costs	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
RELOCATION																								
Total Relocation Expenses	**$0**	**$0**	**$0**																					
NEW CONSTRUCTION																								
Site Work	$9,144,000	$9,144,000	$0	$9,144,000																		$9,144,000		
Structures	$40,289,849	$40,289,849	$0	$40,289,849		$19,403,968			$14,400,000	$6,485,881														
Factory Built Housing Components	$0	$0	$0																					
General Requirements	$3,922,704	$3,922,704	$0	$3,922,704																		$3,922,704		
Contractor Overhead	$1,681,159	$1,681,159	$0	$1,681,159																		$1,681,159		
Contractor Profit	$2,241,546	$2,241,546	$0	$2,241,546																		$2,241,546		
Prevailing Wages	$5,070,151	$5,070,151	$0	$5,070,151																		$5,070,151		
General Liability Insurance	$958,261	$958,261	$0	$958,261																		$958,261		
Urban Greening	$0	$0	$0																					
Other New Construction (Specify)	$0	$0	$0																					
Other New Construction (Specify)	$0	$0	$0																					
Other New Construction (Specify)	$0	$0	$0																					
Total New Construction Costs	**$63,307,670**	**$63,307,670**	**$0**	**$63,307,670**	**$0**	**$19,403,968**	**$0**	**$0**	**$14,400,000**	**$6,485,881**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$23,017,821**	**$0**	**$0**
ARCHITECTURAL FEES																								
Design	$700,000	$700,000	$0	$700,000																		$700,000		
Supervision	$300,000	$300,000	$0	$300,000																		$300,000		
Total Architectural Costs	**$1,000,000**	**$1,000,000**	**$0**	**$1,000,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,000,000**	**$0**	**$0**
Total Survey & Engineering	**$350,000**	**$350,000**	**$0**	**$350,000**																		**$350,000**		
CONSTRUCTION INTEREST & FEES																								
Construction Loan Interest	$5,035,847	$5,035,847	$0	$3,204,629																		$5,035,847		
Origination Fee	$558,298	$558,298	$0	$355,281																		$558,298		
Credit Enhancement/Application Fee	$0	$0	$0																					
Bond Premium	$0	$0	$0																					
Cost of Issuance	$0	$0	$0																					
Title & Recording	$120,000	$120,000	$0	$120,000																		$120,000		

Ontario Affordable Houisng Phase II AHD and HRI
Permanent Sources and Uses - App#
AHSC000126

Residential Sources and Uses Budget				Eligible Basis		Permanent Sources of Funds																	Commercial Sources	
Grand Totals	$101,614,512	$101,614,512	$0	$90,843,984	$0	$20,968,594	$0	$7,100,000	$14,400,000	$6,485,881	$1,279,250	$0	$0	$0	$0	$0	$0	$0	$1,000,000	$8,346,770	$100	$42,033,917	$0	$0
USES OF FUNDS Soft cost in red (total AHSC AHD below) $30,000	Total Project Costs	Total Project Costs - Residential Cost/Sources	Total Project Costs - Commercial Cost/Sources	30% PVC for New Const/Rehab	30% PVC for Acquisition	AHSC AHD Funding	Tax-Exempt Bond Loan	Donated Land	City of Ontario Loan	Permanent Loan	Accrued and Deferred Soft Interest								Deferred Developer Fees	Developer Fee Contribution	GP Equity	Gross Tax Credit Equity		
Taxes	$88,750	$88,750	$0	$88,750																		$88,750		
Insurance	$350,300	$350,300	$0	$350,300																		$350,300		
Employment Reporting	$150,000	$150,000	$0	$150,000																		$150,000		
Construction Closing Legal	$125,000	$125,000	$0	$125,000																		$125,000		
Other Construction Int. & Fees (Specify)	$0	$0	$0																					
Total Construction Interest & Fees	**$6,428,195**	**$6,428,195**	**$0**	**$4,393,960**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$6,428,195**	**$0**	**$0**
PERMANENT FINANCING																								
Loan Origination Fee	$64,859	$64,859	$0																			$64,859		
Credit Enhancement/Application Fee	$549,088	$549,088	$0																			$549,088		
Title & Recording	$10,000	$10,000	$0																			$10,000		
Taxes	$0	$0	$0																					
Insurance	$0	$0	$0																					
Legal - Perm Closing	$20,000	$20,000	$0																			$20,000		
Bond Performance Contingency + TEFRA Fee	$83,500	$83,500	$0																			$83,500		
Total Permanent Financing Costs	**$727,447**	**$727,447**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$727,447**	**$0**	**$0**
Subtotals Forward	**$80,507,938**	**$80,507,938**	**$0**	**$70,616,256**	**$0**	**$20,968,594**	**$0**	**$7,100,000**	**$14,400,000**	**$6,485,881**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$31,553,463**	**$0**	**$0**
LEGAL FEES																								
Legal Paid by Applicant	$100,000	$100,000	$0	$100,000																		$100,000		
Organization of the Partnership	$10,000	$10,000	$0																			$10,000		
Syndication	$40,000	$40,000	$0																			$40,000		
Bond Counsel	$80,000	$80,000	$0																			$80,000		
Total Attorney Costs	**$230,000**	**$230,000**	**$0**	**$100,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$230,000**	**$0**	**$0**
RESERVES																								
Operating Reserve	$434,826	$434,826	$0																			$434,826		
Replacement Reserve	$0	$0	$0																					
Transition Reserve Pool Fee	$0	$0	$0																					
Rent Reserve	$0	$0	$0																					
Other Reserve Costs (Specify)	$0	$0	$0																					
Other Reserve Costs (Specify)	$0	$0	$0																					
Other Reserve Costs (Specify)	$0	$0	$0																					
Total Reserve Costs	**$434,826**	**$434,826**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$434,826**	**$0**	**$0**
CONTINGENCY COSTS																								
Construction Hard Cost Contingency	$3,260,865	$3,260,865	$0	$3,260,865																		$3,260,865		
Soft Cost Contingency	$626,443	$626,443	$0	$626,443																		$626,443		
Total Contingency Costs	**$3,887,308**	**$3,887,308**	**$0**	**$3,887,308**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$3,887,308**	**$0**	**$0**
OTHER PROJECT COSTS																								
TCAC App/Allocation/Monitoring Fees	$108,270	$108,270	$0																			$108,270		
Environmental Audit	$85,000	$85,000	$0	$85,000																		$85,000		
Local Development Impact Fees	$2,160,000	$2,160,000	$0	$2,160,000																		$2,160,000		
Permit Processing Fees	$504,000	$504,000	$0	$504,000																		$504,000		
Capital Fees	$65,750	$65,750	$0																			$65,750		
Marketing	$50,000	$50,000	$0																			$50,000		
Furnishings	$50,400	$50,400	$0	$50,400																		$50,400		
Market Study	$15,000	$15,000	$0																			$15,000		
Accounting/Reimbursable	$25,000	$25,000	$0																			$25,000		
Appraisal Costs	$15,000	$15,000	$0	$15,000																		$15,000		
Broadband Readiness	$100,000	$100,000	$0	$100,000																		$100,000		
Accrued and Deferred Soft Interest	$1,279,250	$1,279,250	$0	$1,279,250							$1,279,250													
LEED Consultant	$60,000	$60,000	$0	$60,000																		$60,000		
Soils & Survey	$65,000	$65,000	$0	$65,000																		$65,000		
Inspections	$75,000	$75,000	$0	$75,000																		$75,000		
Other Costs (Specify)	$0	$0	$0																					
Total Other Costs	**$4,657,670**	**$4,657,670**	**$0**	**$4,393,650**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,279,250**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$3,378,420**	**$0**	**$0**
SUBTOTAL PROJECT COST	**$89,717,742**	**$89,717,742**	**$0**	**$78,997,214**	**$0**	**$20,968,594**	**$0**	**$7,100,000**	**$14,400,000**	**$6,485,881**	**$1,279,250**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$39,484,017**	**$0**	**$0**
DEVELOPER COSTS																								
Developer Overhead/Profit	$11,846,770	$11,846,770	$0	$11,846,770															$1,000,000	$8,346,770	$100	$2,499,900		

Ontario Affordable Houisng Phase II AHD and HRI
Permanent Sources and Uses - App#
AHSC000126

Residential Sources and Uses Budget				Eligible Basis		Permanent Sources of Funds																	Commercial Sources	
Grand Totals	$101,614,512	$101,614,512	$0	$90,843,984	$0	$20,968,594	$0	$7,100,000	$14,400,000	$6,485,881	$1,279,250	$0	$0	$0	$0	$0	$0	$0	$1,000,000	$8,346,770	$100	$42,033,917	$0	$0
USES OF FUNDS Soft cost in red (total AHSC AHD below) $30,000	Total Project Costs	Total Project Costs - Residential Cost/Sources	Total Project Costs - Commercial Cost/Sources	30% PVC for New Const/Rehab	30% PVC for Acquisition	AHSC AHD Funding	Tax-Exempt Bond Loan	Donated Land	City of Ontario Loan	Permanent Loan	Accrued and Deferred Soft Interest								Deferred Developer Fees	Developer Fee Contribution	GP Equity	Gross Tax Credit Equity		
Consultant/Processing Agent	$50,000	$50,000	$0																			$50,000		
Project Administration	$0	$0	$0																					
Broker Fees Paid to a Related Party	$0	$0	$0																					
Construction Oversight by Developer	$0	$0	$0																					
Other Developer Costs (Specify)	$0	$0	$0																					
Total Developer Costs	**$11,896,770**	**$11,896,770**	**$0**	**$11,846,770**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,000,000**	**$8,346,770**	**$100**	**$2,549,900**	**$0**	**$0**
TOTAL AHD PROJECT COST	**$101,614,512**	**$101,614,512**	**$0**	**$90,843,984**	**$0**	**$20,968,594**	**$0**	**$7,100,000**	**$14,400,000**	**$6,485,881**	**$1,279,250**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,000,000**	**$8,346,770**	**$100**	**$42,033,917**	**$0**	**$0**
AHD TOTAL PROJECT COSTS	**$101,614,512**	**$101,614,512**	**$0**	**$90,843,984**	**$0**	**$20,968,594**	**$0**	**$7,100,000**	**$14,400,000**	**$6,485,881**	**$1,279,250**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,000,000**	**$8,346,770**	**$100**	**$42,033,917**	**$0**	**$0**
TOTAL PROJECT COSTS (AHD & HRI)	**$101,614,512**	**$101,614,512**	**$0**	**$90,843,984**	**$0**	**$20,968,594**	**$0**	**$7,100,000**	**$14,400,000**	**$6,485,881**	**$1,279,250**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,000,000**	**$8,346,770**	**$100**	**$42,033,917**	**$0**	**$0**

Provide Urban Greening Details and explain unusual or extraordinary circumstances that have resulted in higher than expected Project costs; provide a justification as to why these costs are reasonable.

Not Applicable.

Annual Income and Expenses

Employee Information

No.	FTE	Employee Job Title	Salary/Wages	Value of Free Rent	Comments
1	1.00	On-Site Manager(s)	$75,000		
		On-Site Assistant Manager(s)			
1	0.10	Supportive Services Staff Supervisor(s)	$7,500		
1	1.00	Supportive Services Coordinator, On-Site	$75,000		
		Other Supportive Services Staff (inc. Case Manager)			
1	1.00	On-Site Maintenance Employee(s)	$69,000		
		On-Site Leasing Agent/Administrative Employee(s)			
		On-Site Security Employee(s)			
		Other (specify)			
		Other (specify)			
		Total Salaries and Value of Free Rent Units	$226,500	$0	
6711		Payroll Taxes	$18,400		
6722		Workers Compensation	$6,400		
6723		Employee Benefits	$18,400		
		Employee(s) Payroll Taxes, Workers Comp. & Benefits	$43,200	Show free rent as an expense?	
		Total Employee(s) Expenses	$269,700		
				No	

Employee Units

Income Limit	Job Title(s) of Employee(s) Living On-Site	Unit Type (No. of bdrms.)	Square Footage	Comments
None	On-Site Manager(s)	3	1,080	
	Total Square Footage		1,080	

Annual Operating Budget

Acct. No.	Revenue - Income	Residential	Commercial	Comments
5120/5140	Rent Revenue - Gross Potential		$0	
	Restricted Unit Rents (Net Restricted)	$2,019,756		
	Unrestricted Unit Rents	$0		
5121	Tenant Assistance Payments - Restricted Rents			
	N/A	$0		
	N/A	$0		
	N/A	$0		
	Operating Subsidies			
	Other (specify)			
5910	Laundry and Vending Revenue	$8,611		
5170	Parking Spaces	$0	$0	
5990	Miscellaneous/Other Rent Revenue	$0	$0	
	Gross Potential Income (GPI)	$2,028,367	$0	
	Vacancy Rate: Restricted Units	5.0%		
	Vacancy Rate: Unrestricted Units	5.0%		
	Vacancy Rate: Tenant Assistance Payments	5.0%		
	Vacancy Rate: Other (specify)	5.0%		
	Vacancy Rate: Laundry & Vending & Other Income	5.0%		
	Vacancy Rate: Commercial Income		50.0%	
5220/5240	Vacancy Loss(es)	$101,418	$0	
	Effective Gross Income (EGI)	$1,926,949	$0	
Acct. No.	Expenses	Residential	Commercial	Comments
Administrative Expenses: 6200/6300				
6203	Conventions and Meetings	$0		
6210	Advertising and Marketing	$3,600		
6250	Other Renting Expenses	$0		
6310	Office/Administrative Salaries -- from above	$0		
6311	Office Expenses	$0		
6312	Office or Model Apartment Rent	$0		
6320	Management Fee	$129,600		
6330	Site/Resident Manager(s) Salaries -- from above	$75,000		
6331	Administrative Free Rent Unit -- from above	$0		
6340	Legal Expense -- Project	$10,800		
6350	Audit Expense	$20,000		
6351	Bookkeeping Fees/Accounting Services	$0		
6390	Miscellaneous Administrative Expenses	$57,600		Telephone, printer, computers and office supplies
6263T	Total Administrative Expenses	$296,600	$0	

Annual Income and Expenses

Acct. No.	Expenses	Residential	Commercial	Comments
Utilities Expenses: 6400				
6450	Electricity	$57,600		
6451	Water	$46,400		
6452	Gas	$0		
6453	Sewer	$40,000		
	Internet	$36,000		
6400T	Total Utilities Expenses	$180,000	$0	
Operating and Maintenance Expenses: 6500				Comments
6510	Payroll -- from above	$69,000		
6515	Supplies	$36,000		
6520	Contracts	$129,600		
6521	Operating & Maintenance Free Rent Unit -- from above	$0		
6525	Garbage and Trash Removal	$36,000		
6530	Security Contract	$43,200		
6531	Security Free Rent Unit -- from above	$0		
6546	Heating/Cooling Repairs and Maintenance	$36,000		
6548	Snow Removal	$0		
6570	Vehicle & Maintenance Equipment Operation/Reports	$0		
6590	Miscellaneous Operating and Maintenance Expenses			
6500T	TOTAL Operating & Maintenance Expenses	$349,800	$0	
Taxes and Insurance: 6700				Comments
6710	Real Estate Taxes	$21,600		
6711	Payroll Taxes (Project's Share) -- from above	$18,400		
6720	Property and Liability Insurance (Hazard)	$150,045		
6729	Other Insurance (e.g. Earthquake)	$0		
6721	Fidelity Bond Insurance	$0		
6722	Worker's Compensation -- from above	$6,400		
6723	Health Insurance/Other Employee Benefits--from above	$18,400		
6790	Miscellaneous Taxes, Licenses, Permits & Insurance	$0		
6700T	Total Taxes and Insurance	$214,845	$0	
Supportive Services Costs: 6900				Comments
6990	Staff Supervisor(s) Salaries - from above	$7,500		
6990	Services Coordinator Salaries, On-Site - from above	$75,000		
6990	Other Supportive Services Staff Salaries - from above	$0		
6990	Supportive Services Admin Overhead			
6990	Supplies	$10,165		
6990	Other Supportive Services Costs (specify)			
6900T	Total Supportive Services Costs	$92,665	$0	
	Total Operating Expenses	$1,133,910	$0	Comments
Funded Reserves: 7200		Residential	Commercial	
7210	Required Replacement Reserve Deposits	$72,000		
7220	Other Reserves (specify)			
7230	Other Reserves (specify)			
7240	Other Reserves (specify)			
	Total Reserves	$72,000	$0	
	Ground Lease	Residential	Commercial	
	Ground Lease	$0	$0	
	Total Ground Lease	$0	$0	
	Net Operating Income	$721,039	$0	
Financial Expenses: 6800				Comments
6820	1st Mortgage Debt Service	$501,191		
6830	2nd Mortgage Debt Service			
6840	3rd Mortgage Debt Service			
6890	AHSC 0.42% Fee	$88,068		
6890	Other HCD 0.42% (Specify)			
6890	Other HCD 0.42% (Specify)			
6890	Bond Issuer Fee	$11,357		
6890	City of Ontario Annual Fee	$7,776		
6890	Miscellaneous Financial Expenses (specify)			
6890	Miscellaneous Financial Expenses (specify)			
6890	Miscellaneous Financial Expenses (specify)			
6800T	Total Financial Expenses	$608,392	$0	
	Cash Flow	$112,647	$0	
7190	Asset Management/Similar Fees	$27,500		

Total Operating Expenses Per Unit	Per Year	Per Month	TCAC Minimum	
Without any Adjustments	$7,874	$656		
With the Value of Rent-Free Units Included	$7,874	$656		

Annual Income and Expenses

Without RE Taxes, Social Services Coordinator or Social Services/Social Programs and With the Value of Rent Fee Units Included			$7,081	$590	$4,900	Three operating comparables are provided as Attachment 075. Pp Exp Compare.
File Name:	075. Op Exp Compare	Submit at least 3 operating expense comparables for similar projects located in the same market area. Projects should be affordable housing projects similar in size, type, amenities, and population to the proposed project. One comparable may be submitted for a 100% market rate Project if unable to locate affordable housing comparables. The most recent two years audited statements for each comparable is preferred, if available. Additional information may be required.		Uploaded to HCD?	Yes	
File Name:	076. Hazard Insurance Quote	Provide a hazard insurance quote or other documentation to support insurance costs included in the Operating Budget.		Uploaded to HCD?	Yes	

NOTE: This Supportive Services Cost Limit tool is only used for projects subject to the 2017 UMRs or subsequent amendments. Complete all yellow shaded cells.

Has or will this Project receive HCD HOME, HOME-ARP, or NHTF funding: No

Has or will this Project receive only HCD VHHP funding: No

Supportive Services Costs Limits - HCD 2025 Administrative Notice No. 24-05 (for projects with HCD funding)

12/10/24

Notice of Omnibus Program Guideline Amendments Supportive Services Costs Limits

HCD UMR §8301(t): "Supportive Services" - social, health, educational, income support and employment services and benefits, coordination of community building and educational activities, individualized needs assessment, and individualized assistance with obtaining services and benefits.

HCD UMR §8301(u): "Supportive Services Costs" - the costs of providing tenants service coordination, case management, and direct resident and Supportive Services. It includes: (1) the cost of providing tenants with information on and referral to social, health, educational, income support and employment services and benefits, coordination of community building and educational activities, individualized needs assessment, and individualized assistance with obtaining services and benefits; (2) salaries, benefits, contracted services, telecommunication expenses, travel costs, supplies, office expenses, staff training, maintenance of on-site equipment used in services programs, such as computer labs, incidental costs related to resident events, and other similar costs approved by the Department.

A. Supportive Services Units:	Total number units: 144	Certification Year - select budget reporting period year: 2025	**Total Units**	**Max PUPY Expense**	**Max Costs**
(1) Total number of units: **(A)** for supportive housing restricted to individuals or families experiencing chronic homelessness or homelessness, as defined consistent with Health and Safety Code (HSC) §50675.14[1]; and **(B)** for supportive housing units restricted to occupancy by special needs populations under HCD programs subject to Administrative Notice 24-05 ("Special needs population" has the same meaning as set forth in individual program guidelines); units anticipated to be restricted to individuals or families experiencing chronic homelessness as defined consistent with HSC §50675.14. [1]For units assisted by the HCD Veterans Housing and Homelessness Prevention (VHHP) program, this category includes Supportive Housing Units restricted to Veterans who are experiencing Chronic Homelessness, units restricted to persons who are experiencing Chronic Homelessness by another public agency program, Supportive Housing Units restricted to Veterans with a Disability Experiencing Homelessness, and other Units restricted to persons who are Veterans with a Disability Experiencing Homelessness. (Capitalized terms in this footnote have the same meaning as those set forth in the VHHP guidelines.)			0	$10,000	$0
(2) Total number of other units[2] where the Sponsor, their affiliate, or a service provider under contract to provide Supportive Services at the Project has both: **(A)** qualified staff devoted exclusively to oversight and quality control of resident services in affordable housing, including the Project; and **(B)** a system to track and report on tenant outcomes, such as changes in employment status and income. Do not include units counted in category (1) above. [2]For units assisted by the VHHP program, this category includes Units that are restricted to Extremely Low-Income households, but not to Veterans who are experiencing Chronic Homelessness or Veterans with a Disability Experiencing Homelessness. (Capitalized terms in this footnote have the same meaning as those set forth in the VHHP guidelines.)			0	$4,000	$0
(3) Except as noted below for the VHHP program, total number of units where the Sponsor, their affiliate, or a service provider under contract does not satisfy the requirements set forth in subsection **(2)** above[3]. Do not include units counted in categories (1) and (2) above. [3]For units assisted by the VHHP program, the amount for this category of units will remain as currently allowed under this program.			0	$326	$0
(4) Maximum Supportive Services Costs			**0**		**$0**

AHSC does not regulate to these populations but costs are included in operating budget and must be within allowable requirements.

The units will be occupied by the following populations:

1)
2)
3)
4)
5)

Lead Service Provider:

Supportive Services Narrative (if applicable) Costs above claimed for HCD 2025 Administrative Notice No. 24-05(a)(1):

Resident Services Narrative Costs above claimed for HCD 2025 Administrative Notice No. 24-05(a)(2&3):

End of Document

Cash Flow Analysis

Is Income from Restricted Units based on Restricted or Proposed Rents? Restricted Rents

Income From Housing Units	Inflation	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	Year 21	Year 22	Year 23	Year 24	Year 25	Year 26	Year 27	Year 28	Year 29	Year 30	Year 31	Year 32	Year 33	Year 34	Year 35	Year 36	Year 37	Year 38	Year 39	Year 40
Restricted Unit Rents	2.5%	2,019,756	2,070,250	2,122,006	2,175,056	2,229,433	2,285,169	2,342,298	2,400,855	2,460,877	2,522,398	2,585,458	2,650,095	2,716,347	2,784,256	2,853,862	2,925,209	2,998,339	3,073,298	3,150,130	3,228,883	3,309,605	3,392,346	3,477,154	3,564,083	3,653,185	3,744,515	3,838,128	3,934,081	4,032,433	4,133,244	4,236,575	4,342,489	4,451,051	4,562,328	4,676,386	4,793,295	4,913,128	5,035,956	5,161,855	5,290,901
Unrestricted Unit Rents	2.5%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Tenant Assistance Payments																																									
N/A	2.5%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
N/A	2.5%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
N/A	2.5%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operating Subsidies	2.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other (specify)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Gross Potential Income - Housing		**2,019,756**	**2,070,250**	**2,122,006**	**2,175,056**	**2,229,433**	**2,285,169**	**2,342,298**	**2,400,855**	**2,460,877**	**2,522,398**	**2,585,458**	**2,650,095**	**2,716,347**	**2,784,256**	**2,853,862**	**2,925,209**	**2,998,339**	**3,073,298**	**3,150,130**	**3,228,883**	**3,309,605**	**3,392,346**	**3,477,154**	**3,564,083**	**3,653,185**	**3,744,515**	**3,838,128**	**3,934,081**	**4,032,433**	**4,133,244**	**4,236,575**	**4,342,489**	**4,451,051**	**4,562,328**	**4,676,386**	**4,793,295**	**4,913,128**	**5,035,956**	**5,161,855**	**5,290,901**
Other Income																																									
Laundry & Vending	2.5%	8,611	8,826	9,047	9,273	9,505	9,743	9,986	10,236	10,492	10,754	11,023	11,298	11,581	11,870	12,167	12,471	12,783	13,103	13,430	13,766	14,110	14,463	14,824	15,195	15,575	15,964	16,363	16,773	17,192	17,622	18,062	18,514	18,977	19,451	19,937	20,436	20,947	21,470	22,007	22,557
Other Income	2.5%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Commercial Income	2.5%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Gross Potential Income - Other		**8,611**	**8,826**	**9,047**	**9,273**	**9,505**	**9,743**	**9,986**	**10,236**	**10,492**	**10,754**	**11,023**	**11,298**	**11,581**	**11,870**	**12,167**	**12,471**	**12,783**	**13,103**	**13,430**	**13,766**	**14,110**	**14,463**	**14,824**	**15,195**	**15,575**	**15,964**	**16,363**	**16,773**	**17,192**	**17,622**	**18,062**	**18,514**	**18,977**	**19,451**	**19,937**	**20,436**	**20,947**	**21,470**	**22,007**	**22,557**
Gross Potential Income - Total		**2,028,367**	**2,079,076**	**2,131,053**	**2,184,329**	**2,238,938**	**2,294,911**	**2,352,284**	**2,411,091**	**2,471,368**	**2,533,152**	**2,596,481**	**2,661,393**	**2,727,928**	**2,796,126**	**2,866,029**	**2,937,680**	**3,011,122**	**3,086,400**	**3,163,560**	**3,242,649**	**3,323,716**	**3,406,808**	**3,491,979**	**3,579,278**	**3,668,760**	**3,760,479**	**3,854,491**	**3,950,853**	**4,049,625**	**4,150,865**	**4,254,637**	**4,361,003**	**4,470,028**	**4,581,779**	**4,696,323**	**4,813,731**	**4,934,074**	**5,057,426**	**5,183,862**	**5,313,458**
Vacancy Assumptions																																									
Restricted Units	5.0%	100,988	103,512	106,100	108,753	111,472	114,258	117,115	120,043	123,044	126,120	129,273	132,505	135,817	139,213	142,693	146,260	149,917	153,665	157,507	161,444	165,480	169,617	173,858	178,204	182,659	187,226	191,906	196,704	201,622	206,662	211,829	217,124	222,553	228,116	233,819	239,665	245,656	251,798	258,093	264,545
Unrestricted Units	5.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Tenant Assistance Payments	5.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other (specify)	5.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laundry/Vending/Other Income	5.0%	431	441	452	464	475	487	499	512	525	538	551	565	579	594	608	624	639	655	672	688	706	723	741	760	779	798	818	839	860	881	903	926	949	973	997	1,022	1,047	1,074	1,100	1,128
Commercial Income	50.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Vacancy Loss		**101,418**	**103,954**	**106,553**	**109,216**	**111,947**	**114,746**	**117,614**	**120,555**	**123,568**	**126,658**	**129,824**	**133,070**	**136,396**	**139,806**	**143,301**	**146,884**	**150,556**	**154,320**	**158,178**	**162,132**	**166,186**	**170,340**	**174,599**	**178,964**	**183,438**	**188,024**	**192,725**	**197,543**	**202,481**	**207,543**	**212,732**	**218,050**	**223,501**	**229,089**	**234,816**	**240,687**	**246,704**	**252,871**	**259,193**	**265,673**
Effective Gross Income		**1,926,949**	**1,975,122**	**2,024,500**	**2,075,113**	**2,126,991**	**2,180,166**	**2,234,670**	**2,290,536**	**2,347,800**	**2,406,495**	**2,466,657**	**2,528,324**	**2,591,532**	**2,656,320**	**2,722,728**	**2,790,796**	**2,860,566**	**2,932,080**	**3,005,382**	**3,080,517**	**3,157,530**	**3,236,468**	**3,317,380**	**3,400,314**	**3,485,322**	**3,572,455**	**3,661,766**	**3,753,311**	**3,847,143**	**3,943,322**	**4,041,905**	**4,142,953**	**4,246,526**	**4,352,690**	**4,461,507**	**4,573,045**	**4,687,371**	**4,804,555**	**4,924,669**	**5,047,786**
Operating Expenses & Reserve Deposits																																									
Residential Exp. (w/o Real Estate Taxes & Sup. Services)	3.5%	1,019,645	1,055,333	1,092,269	1,130,499	1,170,066	1,211,018	1,253,404	1,297,273	1,342,678	1,389,671	1,438,310	1,488,651	1,540,754	1,594,680	1,650,494	1,708,261	1,768,050	1,829,932	1,893,980	1,960,269	2,028,878	2,099,889	2,173,385	2,249,454	2,328,184	2,409,671	2,494,009	2,581,300	2,671,645	2,765,153	2,861,933	2,962,101	3,065,774	3,173,076	3,284,134	3,399,079	3,518,047	3,641,178	3,768,619	3,900,521
Real Estate Taxes	2.0%	21,600	22,032	22,473	22,922	23,381	23,848	24,325	24,812	25,308	25,814	26,330	26,857	27,394	27,942	28,501	29,071	29,652	30,245	30,850	31,457	32,096	32,738	33,393	34,061	34,742	35,437	36,146	36,869	37,606	38,358	39,125	39,908	40,706	41,520	42,351	43,198	44,062	44,943	45,842	46,758
Supportive Services Costs	3.5%	92,665	95,908	99,265	102,739	106,335	110,057	113,909	117,896	122,022	126,293	130,713	135,288	140,023	144,924	149,996	155,246	160,680	166,304	172,124	178,149	184,384	190,837	197,517	204,430	211,585	218,990	226,655	234,588	242,798	251,296	260,092	269,195	278,617	288,368	298,461	308,907	319,719	330,909	342,491	354,478
Replacement Reserve	0.0%	72,000	72,000	72,000	72,000	72,000	72,000	72,000	72,000	72,000	72,000	72,000	72,000	72,000	72,000	72,000	72,000	72,000	72,000	72,000	72,000	72,000	72,000	72,000	72,000	72,000	72,000	72,000	72,000	72,000	72,000	72,000	72,000	72,000	72,000	72,000	72,000	72,000	72,000	72,000	72,000
Other Reserves	0.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ground Lease	2.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Commercial Expenses	3.5%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Expenses & Reserves		**1,205,910**	**1,245,273**	**1,286,007**	**1,328,160**	**1,371,782**	**1,416,923**	**1,463,638**	**1,511,981**	**1,562,008**	**1,613,778**	**1,667,353**	**1,722,796**	**1,780,171**	**1,839,546**	**1,900,991**	**1,964,578**	**2,030,382**	**2,098,481**	**2,168,954**	**2,241,885**	**2,317,359**	**2,395,465**	**2,476,295**	**2,559,944**	**2,646,511**	**2,736,098**	**2,828,810**	**2,924,756**	**3,024,050**	**3,126,807**	**3,233,150**	**3,343,203**	**3,457,097**	**3,574,965**	**3,696,946**	**3,823,184**	**3,953,827**	**4,089,030**	**4,228,952**	**4,373,758**
Net Operating Income		**721,039**	**729,850**	**738,494**	**746,953**	**755,209**	**763,242**	**771,032**	**778,556**	**785,792**	**792,716**	**799,304**	**805,528**	**811,361**	**816,774**	**821,737**	**826,218**	**830,184**	**833,599**	**836,428**	**838,632**	**840,171**	**841,003**	**841,085**	**840,370**	**838,811**	**836,357**	**832,956**	**828,554**	**823,094**	**816,515**	**808,755**	**799,749**	**789,429**	**777,725**	**764,561**	**749,861**	**733,544**	**715,525**	**695,717**	**674,028**
Debt Service																																									
1st Mortgage Debt Service		501,191	501,191	501,191	501,191	501,191	501,191	501,191	501,191	501,191	501,191	501,191	501,191	501,191	501,191	501,191	501,191	501,191	501,191	501,191	501,191	501,191	501,191	501,191	501,191	501,191	501,191	501,191	501,191	501,191	501,191	501,191	501,191	501,191	501,191	501,191	501,191	501,191	501,191	501,191	501,191
Bridge Loan (repaid from Investor equity)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2nd Mortgage Debt Service		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3rd Mortgage Debt Service		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
AHSC .42% Fee		88,068	88,068	88,068	88,068	88,068	88,068	88,068	88,068	88,068	88,068	88,068	88,068	88,068	88,068	88,068	88,068	88,068	88,068	88,068	88,068	88,068	88,068	88,068	88,068	88,068	88,068	88,068	88,068	88,068	88,068	88,068	88,068	88,068	88,068	88,068	88,068	88,068	88,068	88,068	88,068
Other HCD 0.42% (Specify)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other HCD 0.42% (Specify)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bond Issuer Fee		11,357	11,357	11,357	11,357	11,357	11,357	11,357	11,357	11,357	11,357	11,357	11,357	11,357	11,357	11,357	11,357	11,357	11,357	11,357	11,357	11,357	11,357	11,357	11,357	11,357	11,357	11,357	11,357	11,357	11,357	11,357	11,357	11,357	11,357	11,357	11,357	11,357	11,357	11,357	11,357
City of Ontario Annual Fee		7,776	7,776	7,776	7,776	7,776	7,776	7,776	7,776	7,776	7,776	7,776	7,776	7,776	7,776	7,776	7,776	7,776	7,776	7,776	7,776	7,776	7,776	7,776	7,776	7,776	7,776	7,776	7,776	7,776	7,776	7,776	7,776	7,776	7,776	7,776	7,776	7,776	7,776	7,776	7,776
Miscellaneous Financial Expenses (specify)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Miscellaneous Financial Expenses (specify)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Required Debt Service		**608,392**	**608,392**	**608,392**	**608,392**	**608,392**	**608,392**	**608,392**	**608,392**	**608,392**	**608,392**	**608,392**	**608,392**	**608,392**	**608,392**	**608,392**	**608,392**	**608,392**	**608,392**	**608,392**	**608,392**	**608,392**	**608,392**	**608,392**	**608,392**	**608,392**	**608,392**	**608,392**	**608,392**	**608,392**	**608,392**	**608,392**	**608,392**	**608,392**	**608,392**	**608,392**	**608,392**	**608,392**	**608,392**	**608,392**	**608,392**
Cash Flow after all debt service		**112,647**	**121,458**	**130,102**	**138,561**	**146,817**	**154,850**	**162,640**	**170,164**	**177,400**	**184,324**	**190,912**	**197,136**	**202,969**	**208,382**	**213,345**	**217,826**	**221,792**	**225,207**	**228,036**	**230,240**	**231,779**	**232,611**	**232,693**	**231,978**	**230,419**	**227,965**	**224,564**	**220,162**	**214,702**	**208,123**	**200,363**	**191,357**	**181,037**	**169,333**	**156,169**	**141,469**	**125,152**	**107,133**	**87,325**	**65,636**
Debt Service Coverage Ratio (DSCR)		**1.19**	**1.20**	**1.21**	**1.23**	**1.24**	**1.25**	**1.27**	**1.28**	**1.29**	**1.30**	**1.31**	**1.32**	**1.33**	**1.34**	**1.35**	**1.36**	**1.36**	**1.37**	**1.37**	**1.38**	**1.38**	**1.38**	**1.38**	**1.38**	**1.38**	**1.37**	**1.37**	**1.36**	**1.35**	**1.34**	**1.33**	**1.31**	**1.30**	**1.28**	**1.26**	**1.23**	**1.21**	**1.18**	**1.14**	**1.11**
Use of Cash Flow After Debt Service - HCD Projects																																									
Asset Mgmt / Similar Fees		27,500	28,463	29,459	30,490	31,557	32,661	33,805	34,988	36,212	37,480	38,791	40,149	41,554	43,009	44,514	46,072	47,685	49,354	51,081	52,869	54,719	56,634	58,617	60,668	62,792	64,989	67,264	69,618	72,055	74,577	77,187	79,888	82,684	85,578	88,574	91,674	94,882	98,203	87,325	65,636
Deferred Developer Fee prior to Distributions & residual receipt payments		85,147	92,995	100,643	108,071	115,260	122,189	128,835	135,176	111,684	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cash Available for Residual Receipts Loans and Sponsor Distributions		0	0	0	0	0	0	0	0	29,503	146,845	152,120	156,987	161,415	165,373	168,831	171,754	174,107	175,854	176,955	177,371	177,060	175,977	174,076	171,310	167,627	162,976	157,301	150,544	142,647	133,546	123,176	111,469	98,353	83,754	67,595	49,795	30,269	8,930	0	0
Sponsor Distributions	50%	0	0	0	0	0	0	0	0	14,752	73,422	76,060	78,493	80,707	82,687	84,416	85,877	87,054	87,927	88,478	88,686	88,530	87,988	87,038	85,655	83,814	81,488	78,650	75,272	71,324	66,773	61,588	55,734	49,177	41,877	33,798	24,898	15,135	4,465	0	0
HCD Residual Payment	50%	0	0	0	0	0	0	0	0	14,752	73,422	76,060	78,493	80,707	82,687	84,416	85,877	87,054	87,927	88,478	88,686	88,530	87,988	87,038	85,655	83,814	81,488	78,650	75,272	71,324	66,773	61,588	55,734	49,177	41,877	33,798	24,898	15,135	4,465	0	0
Other Residual Payments (Specify)	0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Residual Payments (Specify)	0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Residual Payments (Specify)	0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Residual Payments (Specify)	0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Max Asset Mgmt/Similar Fees	3.5%	27,500	28,463	29,459	30,490	31,557	32,661	33,805	34,988	36,212	37,480	38,791	40,149	41,554	43,009	44,514	46,072	47,685	49,354	51,081	52,869	54,719	56,634	58,617	60,668	62,792	64,989	67,264	69,618	72,055	74,577	77,187	79,888	82,684	85,578	88,574	91,674	94,882	98,203	101,640	105,198
Cumulative paid Deferred Dev. Fee		85,147	178,142	278,784	386,856	502,116	624,304	753,139	888,316	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Total Deferred Developer Fee budgeted for payment prior to distributions and residual receipt payments		1,000,000																																							

STI Project Overview

Sustainable Transportation Infrastructure (STI)

STI #1 Type of Project: Combination

Project Name:	Grove Avenue Trail Connector Bidirectional Bicycle and New Grove Memorial Park Walking Path			Address:	1072 N Grove Ave. (John Galvin Park, northern end) to 1335 E Holt Blvd (southern end)		
City:	Ontario	Zip Code:	91764	County:	San Bernardino	Latitude: 34.07137	Longitude: -117.62922
Work To Be Completed By:	Applicant			Applicant Name:	City of Ontario		

Description (include: the general location and description of each STI improvement and note if sidewalks are new or replaced. Please include other descriptive information such as key gaps closed and connections established.)

Using AHSC funding, the City will construct the Grove Avenue Trail Connector (GATC) – A Class I bi-directional bicycle path parallel to Grove Avenue between 4th Street to Holt Boulevard, totaling 2.28 lane miles (1.14 miles in each direction). Additionally, the project will include a new 1,286-ft. walking path at Grove Memorial Park that runs parallel to the bicycle path (between I St. and G St.). This walkway is separated from the bicycle facilities and establishes new pedestrian walkways where none existed before.

§103(f) STI experience - STI #1

Provide two completed projects to demonstrate previous experience comparable to STI #1

Past experience **STI** name:	Transformative Climate Communities (TCC) Pedestrian Pathway Improvements			Placed In Service (PIS) Date	4/1/2024		
Project address:	Nocta St (east of Grove Ave), Bon View Ave (south of Sunkist St), Nevada St (east of Euclid)	City:	Ontario	State:	CA	Zip:	91764
Name of Applicant demonstrating experience	City of Ontario						
Meets ten year requirement?	TRUE	PIS term	1.16	(years)			
Type of Project	Combination						

Description (include: descriptive information of work completed on this past **STI** that supports experience for the proposed **STI**)

Construction of missing sidewalk segments, accessible ramps and street lights to provide pedestrian connections within TCC neighborhoods to connect to local uses, parks and transit stops.

Past experience **STI** name:	G Street Crosstown Bike Route			Placed In Service (PIS) Date	10/1/2020		
Project address:	G Street (Benson Avenue to I-15 Freeway)	City:	Ontario	State:	CA	Zip:	91764
Name of Applicant demonstrating experience	City of Ontario						
Meets ten year requirement?	TRUE	PIS term	4.66	(years)			
Type of Project	Combination						

Description (include: descriptive information of work completed on this past **STI** that supports experience for the proposed **STI**)

Construction of on-street, Class II and Class III bicycle lanes/route to serve local and regional destinations along the corridor and link high density residential areas to employment centers and provide access to transit.

File Name:	078. STI-1 Past Exp, STI-2 etc.	Where the party making improvements funded by AHSC is not a public entity, an executed agreement from a public agency certifying the satisfactory completion of similar infrastructure improvements.	Uploaded to HCD?	N/A

§103.1(g)(6) STI Site Control - STI #1

Form of site control (See Site Control in Appendix A): Right of Way — Most recent document execution date:

Ground Lease planned? No

Below, describe property transfers occurring in connection with development of the Project.

None - the improvements are proposed in a public park and public streets owned by the City of Ontario.

File Name:	079. STI-1 Site Control, STI-2 etc.	Appropriate documentation to demonstrate the form of site control indicated.	Uploaded to HCD?	Yes

§103.1(f)(3) STI environmental clearances - STI #1

STI component(s) of a **Project** are not required to certify completion and demonstration of approval of environmental clearances (NEPA or CEQA) until prior to the initial disbursement of grant funds. §103.1(f)(3)(A)

NEPA: Is Federal funding proposed that will trigger NEPA requirements? No

CEQA: Project approved "by-right"? Yes — Is Project Categorically Exempt? Yes — Negative Declaration date: N/A — Final EIR date: N/A

Discuss below any special NEPA and/or CEQA Special Circumstances or exemptions and provide estimated/actual completion dates of all necessary environmental

The proposed STI improvements are expected to be exempt from CEQA and NEPA.

File Name:	080. STI Environmental	If available at time of application, copy of all environmental clearances (e.g. Environmental Impact Report) or Notice of Exemption.	Uploaded to HCD?	N/A

STI #2? Yes

Type of Project	Walk						
Project Name:	Lincoln Elementary Safe Routes to School Improvements			Address:	440 N Allyn Ave, Ontario, 91764 (Lincoln Elementary School)		
City:	Ontario	Zip Code:	91764	County:	San Bernardino	Latitude: 34.06788	Longitude: -11763665
Work To Be Completed By:	Applicant			Applicant Name:	City of Ontario		

Description (include: the general location and description of each STI improvement and note if sidewalks are new or replaced. Please include other descriptive information such as key gaps closed and connections established.)

Based on the recommendations of the Safe Routes to School (SRTS) for Lincoln Elementary School, the City will repair sidewalks and install ADA, safety, and traffic calming features along roughly 2,735 linear feet Allyn Avenue from G Street to D Street. Proposed improvements include the repainting crosswalks, sidewalk and curb repairs, curb extension, additional signage, advanced safety signals, and traffic calming measures. Project scope will take place in multiple locations as detailed in the Project Area Map. These improvements are customized to the needs of the community to address specific feedback about safety issues related to the walking routes for children to reach Lincoln Elementary.

§103(f) STI experience - STI #2

Note: Past experience projects may be repeated for multiple **STI Capital Projects** so long as they are of similar scope and scale.

Provide two completed projects to demonstrate previous experience comparable to STI #2

Past experience **STI** name:	Active Transportation Program (ATP) Cycle 4 Safe Routes to Schools Improvements			Placed In Service (PIS) Date	3/30/2023		
Project address:	Haynes, Vista Grande and Oaks Elementary Schools	City:	Ontario	State:	CA	Zip:	91764
Name of Applicant demonstrating experience	City of Ontario						
Meets ten year requirement?	TRUE	PIS term	2.16	(years)			
Type of Project	Walk						

Description (include: descriptive information of work completed on this past **STI** that supports experience for the proposed **STI**)

ATP Cycle 4: Safe Routes to School Pedestrian Improvements (sidewalk, curb ramp, crosswalk and rectangular rapid flashing beacons) around Haynes, Vista Grande and Oaks Elementary Schools

Past experience **STI** name:	Transformative Climate Communities (TCC) Pedestrian Pathway Improvements			Placed In Service (PIS) Date	4/1/2024		
Project address:	Nocta St (east of Grove Ave), Bon View Ave (south of Sunkist St), Nevada St (east of Euclid)	City:	Ontario	State:	CA	Zip:	91764
Name of Applicant demonstrating experience	City of Ontario						
Meets ten year requirement?	TRUE	PIS term	1.16	(years)			
Type of Project	Walk						

Description (include: descriptive information of work completed on this past **STI** that supports experience for the proposed **STI**)

Construction of missing sidewalk segments, accessible ramps and street lights to provide pedestrian connections within TCC neighborhoods to connect to local uses, parks and transit stops.

File Name:	078. STI-1 Past Exp, STI-2 etc.	Where the party making improvements funded by AHSC is not a public entity, an executed agreement from a public agency certifying the satisfactory completion of similar infrastructure improvements.	Uploaded to HCD?	N/A

§103.1(g)(6) STI Site Control - STI #2

Form of site control (See Site Control in Appendix A)	Right of Way	Most recent document execution date	N/A
Ground Lease planned?	No		

Below, describe property transfers occurring in connection with development of the Project.

None - the improvements are proposed in the public right-of-way owned by the City of Ontario.

File Name:	079. STI-1 Site Control, STI-2 etc.	Appropriate documentation to demonstrate the form of site control indicated.	Uploaded to HCD?	Yes

§103.1(f)(3) STI environmental clearances - STI #2

STI component(s) of a **Project** are not required to certify completion and demonstration of approval of environmental clearances (NEPA or CEQA) until prior to the initial disbursement of grant funds. §103.1(f)(3)(A)

NEPA: Is Federal funding proposed that will trigger NEPA requirements? No

CEQA: Project approved "by-right"? Yes Is Project Categorically Exempt? Yes Negative Declaration date N/A Final EIR date N/A

Discuss below any special NEPA and/or CEQA Special Circumstances or exemptions and provide estimated/actual completion dates of all necessary environmental

The proposed improvements for STI #2 are expected to be exempt from CEQA and NEPA.

File Name:	080. STI Environmental	If available at time of application, copy of all environmental clearances (e.g. Environmental Impact Report) or Notice of Exemption.	Uploaded to HCD?	N/A

STI #3?	Yes								
Type of Project	Local Bus								
Project Name:	Bus Shelter Installation (10)			Address:	Various Locations				
City:	Ontario	Zip Code:	91764	County:	San Bernardino	Latitude:	Various	Longitude:	Various
Work To Be Completed By:	Applicant			Applicant Name:	City of Ontario				

Description (include: the general location and description of each STI improvement and note if sidewalks are new or replaced. Please include other descriptive information such as key gaps closed and connections established.)

The City, in conjunction with Omnitrans, will install ten (10) new bus shelters. The City will build or expand the concrete pads and Omnitrans will install the shelters purchased from a local supplier. The chosen bus stops are: Holt @ Imperial WB FS, Holt @ Bon View EB FS, Holt @ Cucamonga WB LAT, Campus @ D St NB FS, Campus @ G St NB FS, Campus @ F St SB FS, Campus @ E St NB FS, Holt @ Walker WB LAT, Holt @ Walker EB NS, and Mission @ Campus EB NS. These improvements are detailed in the Project Area Map.

§103(f) STI experience - STI #3

Note: Past experience projects may be repeated for multiple **STI Capital Projects** so long as they are of similar scope and scale.

Provide two completed projects to demonstrate previous experience comparable to STI #3

Past experience **STI** name:	Transformative Climate Communities (TCC) Bus Pad Improvements			Placed In Service (PIS) Date	4/1/2024		
Project address:	Various locations	City:	Ontario	State:	CA	Zip:	91764

Name of Applicant demonstrating experience	City of Ontario				
Meets ten year requirement?	TRUE	PIS term	1.16	(years)	
Type of Project	Local Bus				

Description (include: descriptive information of work completed on this past **STI** that supports experience for the proposed **STI**)

Construction of premium bus shelters with electronic bus arrival signage and concrete bus landing pads to accommodate pedestrians and bus amenities in the parkway

Past experience **STI** name:	Transportation Development Act (TDA) Article III Bus Pad Project			Placed In Service (PIS) Date	5/1/2024		
Project address:	Campus/D, Riverside/Archibald, Haven/Francis, Riverside/Mill Creek, Inland Empire/Ferrari, Vineyard/Walnut	City:	Ontario	State:	CA	Zip:	97164
Name of Applicant demonstrating experience	City of Ontario						
Meets ten year requirement?	TRUE	PIS term	1.07	(years)			
Type of Project	Local Bus						

Description (include: descriptive information of work completed on this past **STI** that supports experience for the proposed **STI**)

Construction of concrete bus landing pads to accommodate pedestrians and bus amenities in the parkway

File Name:	078. STI-1 Past Exp, STI-2 etc.	Where the party making improvements funded by AHSC is not a public entity, an executed agreement from a public agency certifying the satisfactory completion of similar infrastructure improvements.	Uploaded to HCD?	N/A

§103.1(g)(6) STI Site Control - STI #3

Form of site control (See Site Control in Appendix A): Right of Way — Most recent document execution date: N/A

Ground Lease planned? No

Below, describe property transfers occurring in connection with development of the Project.

Not applicable - the improvements are proposed in the public right-of-way owned by the City of Ontario.

File Name:	079. STI-1 Site Control, STI-2 etc.	Appropriate documentation to demonstrate the form of site control indicated.	Uploaded to HCD?	Yes

§103.1(f)(3) STI environmental clearances - STI #3

STI component(s) of a **Project** are not required to certify completion and demonstration of approval of environmental clearances (NEPA or CEQA) until prior to the initial disbursement of grant funds. §103.1(f)(3)(A)

NEPA: Is Federal funding proposed that will trigger NEPA requirements? No

CEQA: Project approved "by-right"? Yes — Is Project Categorically Exempt? Yes — Negative Declaration date: N/A — Final EIR date: N/A

Discuss below any special NEPA and/or CEQA Special Circumstances or exemptions and provide estimated/actual completion dates of all necessary environmental

The proposed improvements for STI #3 are expected to be exempt from CEQA and NEPA.

File Name:	080. STI Environmental	If available at time of application, copy of all environmental clearances (e.g. Environmental Impact Report) or Notice of Exemption.	Uploaded to HCD?	N/A

STI #4? Yes

Type of Project	Local Bus Rapid Transit								
Project Name:	West Valley Connector (sbX Purple Line) - Weekend Service			Address:	19-mile route in cities of Pomona, Montclair, Ontario, and Rancho Cucamonga				
City:	Ontario	Zip Code:	91764	County:	San Bernardino	Latitude:	Various	Longitude:	Various
Work To Be Completed By:	Non-Applicant			Non-Applicant Name:	Omnitrans				

Description (include: the general location and description of each STI improvement and note if sidewalks are new or replaced. Please include other descriptive information such as key gaps closed and connections established.)

The sbX Purple Line, known as the West Valley Connector BRT, will provide faster, more efficient service on the busiest route in Omnitrans bus system. The sbX Purple Line currently only offers weekday service beyond the first year of operation - funding for weekend service beyond year 1 is needed. On weekends, a trip from Pomona Transit Center to Ontario Mills on the regular route 61 would take approximately 50 minutes. To reach, Victoria Gardens, the other large shopping center in the region a rider must transfer resulting in a one-way trip time of roughly 90 minutes. With the sbX Purple line weekend service, the trip from Pomona Transit Center to Victoria Gardens would take roughly 56 minutes and would not require a transfer. The reduced trip time and efficiency will result in increased ridership.

File Name:	077. STI-1 Agreement/Letter, STI-2 etc.	Provide an executed agreement with the Locality or transportation agency detailing the work agreed upon for the completion of the STI components.	Uploaded to HCD?	Yes

§103(f) STI experience - STI #4

Note: Past experience projects may be repeated for multiple **STI Capital Projects** so long as they are of similar scope and scale.

Provide two completed projects to demonstrate previous experience comparable to STI #4

Past experience **STI** name:	sbX Green Line BRT Operations			Placed In Service (PIS) Date	4/1/2024		
Project address:	Multiple stops on this bus route which goes between San Bernardino and Loma Linda	City:	San Bernardino & Loma Linda	State:	CA	Zip:	N/A
Name of Non-Applicant demonstrating experience	Omnitrans						
Meets ten year requirement?	TRUE	PIS term	1.16	(years)			
Type of Project	Local Bus Rapid Transit						

Description (include: descriptive information of work completed on this past **STI** that supports experience for the proposed **STI**)

In 2014, Omnitrans completed construction of its first Bus Rapid Transit (BRT) route the sbX Green Line. This route serves San Bernardino and Loma Linda with dedicated lane in San Bernardino. Omnitrans has operated this route for over ten years. The sbX Green Line (as of January 2025) has ten buses which serve the route. Omnitrans operates a total of 63 weekday trips on this route. The sbX Green Line had an average monthly ridership of 52,354 from October 2024 to March 2025, and an average daily ridership of 1788. Omnitrans does not currently operate the sbX Green Line on Sundays, but recent grants have awarded funding for Sunday service. Omnitrans plans to implement Sunday service on the sbX Green Line in the next two to three years.

Past experience **STI** name:	Route 83 Expansion			Placed In Service (PIS) Date	8/1/2023		
Project address:	Multiple stops on this bus route spanning over 3 cities: Upland, Ontario, and Chino	City:	Upland, Ontario, Chino	State:	CA	Zip:	N/A
Name of Non-Applicant demonstrating experience	Omnitrans						
Meets ten year requirement?	TRUE	PIS term	1.82	(years)			
Type of Project	Local Bus Rapid Transit						

Description (include: descriptive information of work completed on this past **STI** that supports experience for the proposed **STI**)

Omnitrans participated as a partner applicant in the City of Ontario's Transformative Climate Communities grant-funded project – operating portion. Omnitrans purchased a Renewable Gas Bus and operated 3 years of expanded peak frequency on bus Route 83 on Euclid Avenue through the project area. Omnitrans began operating the additional frequency and despite the reduced ridership impacts from the pandemic, the route has experienced substantial resulting ridership growth. Omnitrans has continued to maintain 30-minute frequency during peak hours.

File Name:	078. STI-1 Past Exp, STI-2 etc.	Where the party making improvements funded by AHSC is not a public entity, an executed agreement from a public agency certifying the satisfactory completion of similar infrastructure improvements.	Uploaded to HCD?	Yes

§103.1(g)(6) STI Site Control - STI #4

Form of site control (See Site Control in Appendix A): Other (describe below) — Most recent document execution date: N/A

Ground Lease planned? No

Below, describe property transfers occurring in connection with development of the Project.

No site control is required as the funding will go toward operations of the sbX purple line.

File Name:	079. STI-1 Site Control, STI-2 etc.	Appropriate documentation to demonstrate the form of site control indicated.	Uploaded to HCD?	N/A

§103.1(f)(3) STI environmental clearances - STI #4

STI component(s) of a **Project** are not required to certify completion and demonstration of approval of environmental clearances (NEPA or CEQA) until prior to the initial disbursement of grant funds. §103.1(f)(3)(A)

NEPA: Is Federal funding proposed that will trigger NEPA requirements? No

CEQA: Project approved "by-right"? Yes — Is Project Categorically Exempt? Yes — Negative Declaration date: N/A — Final EIR date: N/A

Discuss below any special NEPA and/or CEQA Special Circumstances or exemptions and provide estimated/actual completion dates of all necessary environmental

Not applicable.

File Name:	080. STI Environmental	If available at time of application, copy of all environmental clearances (e.g. Environmental Impact Report) or Notice of Exemption.	Uploaded to HCD?	N/A

STI #5?

Quantity of new or repaired **STI** facilities funded by AHSC

The below information will be used in the Narrative-Based Policy Scoring review to help verify claims:

# of Transit Routes Improved	1	Crosswalks	10	$20,000	ADA Curb Ramps	3	$60,000	Overcrossings / Undercrossing	0	$0	
Transit Vehicles	0	$0	Transit Operations	$5,000,000	Bikeshare Infrastructure & Operations	$0					
EV Carshare Infrastructure & Operations	$0	Other (Specify)	$0	Other (Specify)	$0						
Bus Bulb-Outs	0	$0	Street Lights	0	$0	Street Trees	14	$140,000	Urban Greening	$470,000	
Bicycle Parking At Transit	0	$0	Bus Stop Benches	0	$0	Bus Shelters	10	$175,849			

Is approval by a local public works department, or other responsible local agency, required for the **STI** Capital Project? §103.1(f)(9) — Yes

File Name:	081. STI Local Approvals	Statement from entity indicating the STI Capital Project is consistent with all applicable local rules, regulations, codes, policies and plans enforced or implemented by that entity.	Uploaded to HCD?	Yes

§102(c)(3) Eligible STI Project

Applicant(s) certifies the **STI** components (e.g., a bus-only lane, **Transit Signal Priority (TSP)**, a bikeway, or sidewalk) if extending beyond the boundaries of the **Project Area**, there is a pedestrian or cyclist entrance to the facility located within the **Project Area**. — Yes

Applicant(s) certifies that if making an **STI** improvement to a fixed transit route that includes a portion outside of the **Project Area**, there must be a **Transit Station/Stop** on that route within the **Project Area** at the time of application. — Yes

Applicant(s) certifies that if making **STI** improvements to an **On-Demand Transit Service**, there must be a designated pick-up location in the **Project Area**. **(PAM)** — N/A

Developer(s)/Sponsor(s) certifies that if making **STI** improvements to **Carshare** or **Carpool** service, the vehicles must reside at the AHSC funded **AHD** site. — N/A

§103.1(f)(7) Not Agricultural Land

Applicant(s) certifies the **AHD** is not designated as **Agricultural Land** according to the California Department of Conservation's Farmland Mapping and Monitoring Program (FMMP) Tool (California Important Farmland Finder). — Yes, Not Ag Land

An exemption to the **Agricultural Land** designation may be allowed for applications that submit documentation that substantiates a description of an **Infill Site**.

(California Important Farmland Finder)

File Name:	082. STI No Ag	Demonstrate the STI site is not within land designated as Agricultural Land per FMMP tool.	Uploaded to HCD?	Yes

File Name:	083. STI Ag Exempt	Applicants seeking an exemption to the FMMP determination must demonstrate that the STI Project site qualifies as an Infill Site.	Uploaded to HCD?	N/A

§103.1(g)(4) STI Enforceable Funding Commitments

Committed by Application time?	Commitment Date	Source Name (listed in order of lien priority)	Source Type	Lien No.	Amount	Interest Rate		Term - # of months	Required Debt Service	Balloon?
						Rate	Type			
Yes		**AHSC STI** Grant	State-HCD		$9,000,649					
Yes	5/21/25	Local Transportation Funds (LTF)	State-General		$12,499,153					
*Total Committed Non-AHSC **STI** Funds*	$12,499,153				**$21,499,802**	*TOTAL **STI** Sources (must equal **STI** Budget Amount)*				

Provide a description of unusual or extraordinary circumstances that have resulted in higher than expected **Project** costs and provide a justification as to why these costs are reasonable.

Not applicable.

File Name:	084. STI-1 EFC, STI-2 etc.	Supporting documentation for the non-AHSC STI funding commitments.	Uploaded to HCD?	Yes

§104(c) Eligible Costs for STI Capital Projects

Applicant(s) acknowledges that any **STI** that is publicly accessible must be equally accessible to all members of the public in accordance with state and federal anti-discrimination laws. This includes providing full and equal access to people with disabilities. §104(c)(1)(B)(i)	Yes
Soft costs do not exceed thirty (30.0) percent of costs associated with the **STI Capital Project.** §104(c)(2)	TRUE
Activity Delivery Costs do not exceed 10 percent of the costs associated with the **STI Capital Project.** §104(c)(3)	TRUE
Applicant(s) acknowledges that eligible **STI** costs include transit operations expenditures for up to 10 years that directly expand fixed route transit, **On-Demand**, or paratransit transit service by supporting new, restored, or expanded routes and may include wages, maintenance, and other costs to operate those services. §104(c)(4) **(PAM)**	Yes
Applicant(s) acknowledge that all vehicles purchased using **AHSC Program** funds must be **Zero Emission Vehicles** (**ZEV**). Transit types that do not have an approved zero emission passenger locomotive for use, must provide documentation stating so, and purchase vehicles that meet EPA Tier 4 emission standards. §104(c)(5)	Yes
Are there any other **STI Capital Project** costs in budget that are required as a condition of local approval for the **STI Capital Project**? §104(c)(6)	No

End of Document

Ontario Affordable Houisng Phase II Sustainable Transportation Infrastructure (STI) Sources and Uses Budget App AHSC0001268

If proposing multiple distinct STI Capital Projects, provide detail for each Project in separate budgets below. Amounts from each budget will auto sum at the bottom. The sum will be used to determine the total STI funds requested and cost cap.

Cost Category	ALL FUNDING SOURCES					Comments
	AHSC STI Grant	Local Transportation Funds (LTF)	0	0	Total STI Costs	
STI BUDGET #1 - Grove Avenue Trail Connector Bidirectional Bicycle and New Grove Memorial Park Walking Path						
Environmental review/studies					$0	
Plan Specification and Estimates	$165,000				$165,000	
Right of way support costs					$0	
Site or right of way acquisition for Cap. Improvement Project					$0	
Other Soft Costs (Specify)					$0	
Other Soft Costs (Specify)					$0	
Other Soft Costs (Specify)					$0	
Other Soft Costs (Specify)					$0	
Total Soft Costs	$165,000	$0	$0	$0	$165,000	
Clearing and Grubbing	$225,000				$225,000	
Demolition	$225,000				$225,000	
Grading	$110,000				$110,000	
Soil Stabilization (Lime, etc.)					$0	
Erosion/Weed Control					$0	
Dewatering					$0	
Other Site Preparation (Specify)					$0	
Total Site Preparation	$560,000	$0	$0	$0	$560,000	
Sanitary Sewer					$0	
Irrigation	$225,000				$225,000	
Storm Drain					$0	
Detention Basin/Culverts					$0	
Site Lighting and Security Cameras	$225,000				$225,000	
Total Site Utilities	$450,000	$0	$0	$0	$450,000	
Aggregate Base	$140,000				$140,000	
Asphalt Pavement	$900,000				$900,000	
Sidewalk, Curb and Gutter	$110,000				$110,000	
Street Lights					$0	
Striping/Barricades (Bicycle Facilities)	$165,000				$165,000	
Signage	$110,000				$110,000	
Crossing and Traffic Signals	$330,000				$330,000	
Roundabouts, median islands or curb extensions					$0	
Other traffic calming surface improvements					$0	
Other Complete Street Improvements (Specify)					$0	
Other Complete Street Improvements (Specify)					$0	
Total Complete Streets Improvements - Construction	$1,755,000	$0	$0	$0	$1,755,000	
Striping/Barricades (for dedicated bus lanes)					$0	
Sidewalk, Curb and Gutter					$0	
Street Lights					$0	
Signage					$0	
Signaling Prioritization Technology					$0	
Boarding infrastructure					$0	
Seating/Benches					$0	
Bus/Transit Shelters					$0	
Vehicles					$0	

Ontario Affordable Houisng Phase II Sustainable Transportation Infrastructure (STI) Sources and Uses Budget App AHSC0001268

If proposing multiple distinct STI Capital Projects, provide detail for each Project in separate budgets below. Amounts from each budget will auto sum at the bottom. The sum will be used to determine the total STI funds requested and cost cap.

Cost Category	ALL FUNDING SOURCES					Comments
	AHSC STI Grant	Local Transportation Funds (LTF)	0	0	Total STI Costs	
Other ITS Technology					$0	
Other Transit and Station Areas (Specify)					$0	
Other Transit and Station Areas (Specify)					$0	
Total Transit and Station Areas - Construction	$0	$0	$0	$0	$0	
Street Trees	$140,000				$140,000	
Bioswales					$0	
Landscaping	$330,000				$330,000	
Other Urban Greening (Specify)					$0	
Other Urban Greening (Specify)					$0	
Other Urban Greening (Specify)					$0	
Total Urban Greening	$470,000	$0	$0	$0	$470,000	
Street Furniture	$80,000				$80,000	
Bicycle Repair Kiosks					$0	
Bicycle Storage or Parking					$0	
Drinking Fountains	$16,000				$16,000	
Other Amenities (Specify)					$0	
Other Amenities (Specify)					$0	
Total Amenities	$96,000	$0	$0	$0	$96,000	
Provide Name of Impact Fee (Specify)					$0	
Provide Name of Impact Fee (Specify)					$0	
Total Impact Fees	$0	$0	$0	$0	$0	
Other Activity Costs (Specify)					$0	
Other Activity Costs (Specify)					$0	
Total Activity Delivery Costs	$0	$0	$0	$0	$0	
Transit Operations for service expansion §104(c)(7)					$0	
Employment Reporting					$0	
Other Capital Asset Costs (Specify)					$0	
Other Capital Asset Costs (Specify)					$0	
Total Other Capital Asset Costs	$0	$0	$0	$0	$0	
Grove Avenue Trail Connector Bidirectional Bicycle and New Grove Memorial Park Walking Path STI #1 Total Budgeted Project Costs	$3,496,000	$0	$0	$0	$3,496,000	

Provide Urban Greening Details and explain unusual or extraordinary circumstances that have resulted in higher than expected Project costs; provide a justification as to why these costs are reasonable.

STI BUDGET #2 - Lincoln Elementary Safe Routes to School Improvements						
Environmental review/studies					$0	
Plan Specification and Estimates					$0	
Right of way support costs					$0	
Site or right of way acquisition for Cap. Improvement Project					$0	
Other Soft Costs (Specify)					$0	

Ontario Affordable Houisng Phase II Sustainable Transportation Infrastructure (STI) Sources and Uses Budget App AHSC0001268

If proposing multiple distinct STI Capital Projects, provide detail for each Project in separate budgets below. Amounts from each budget will auto sum at the bottom. The sum will be used to determine the total STI funds requested and cost cap.

Cost Category	ALL FUNDING SOURCES					Comments
	AHSC STI Grant	Local Transportation Funds (LTF)	0	0	Total STI Costs	
Other Soft Costs (Specify)					$0	
Other Soft Costs (Specify)					$0	
Other Soft Costs (Specify)					$0	
Total Soft Costs	$0	$0	$0	$0	$0	
Clearing and Grubbing	$30,000				$30,000	
Demolition	$40,000				$40,000	
Grading					$0	
Soil Stabilization (Lime, etc.)					$0	
Erosion/Weed Control					$0	
Dewatering					$0	
Other Site Preparation (Specify)					$0	
Total Site Preparation	$70,000	$0	$0	$0	$70,000	
Sanitary Sewer					$0	
Irrigation					$0	
Storm Drain					$0	
Detention Basin/Culverts					$0	
Other Site Utilities (Specify)					$0	
Total Site Utilities	$0	$0	$0	$0	$0	
Aggregate Base	$7,000				$7,000	
Asphalt Pavement	$55,000				$55,000	
Sidewalk, Curb and Gutter	$80,000				$80,000	
Street Lights					$0	
Striping/Barricades (Bicycle Facilities)					$0	
Signage	$10,000				$10,000	
Crossing and Traffic Signals	$20,000				$20,000	
Roundabouts, median islands or curb extensions	$60,000				$60,000	
Other traffic calming surface improvements					$0	
Other Complete Street Improvements (Specify)					$0	
Other Complete Street Improvements (Specify)					$0	
Total Complete Streets Improvements - Construction	$232,000	$0	$0	$0	$232,000	
Striping/Barricades (for dedicated bus lanes)					$0	
Sidewalk, Curb and Gutter					$0	
Street Lights					$0	
Signage					$0	
Signaling Prioritization Technology					$0	
Boarding infrastructure					$0	
Seating/Benches					$0	
Bus/Transit Shelters					$0	
Vehicles					$0	
Other ITS Technology					$0	
Other Transit and Station Areas (Specify)					$0	
Other Transit and Station Areas (Specify)					$0	
Total Transit and Station Areas - Construction	$0	$0	$0	$0	$0	
Street Trees					$0	
Bioswales					$0	
Landscaping					$0	

Ontario Affordable Houisng Phase II Sustainable Transportation Infrastructure (STI) Sources and Uses Budget App AHSC0001268

If proposing multiple distinct STI Capital Projects, provide detail for each Project in separate budgets below. Amounts from each budget will auto sum at the bottom. The sum will be used to determine the total STI funds requested and cost cap.

Cost Category	ALL FUNDING SOURCES					Comments
	AHSC STI Grant	Local Transportation Funds (LTF)	0	0	Total STI Costs	
Other Urban Greening (Specify)					$0	
Other Urban Greening (Specify)					$0	
Other Urban Greening (Specify)					$0	
Total Urban Greening	$0	$0	$0	$0	$0	
Street Furniture					$0	
Bicycle Repair Kiosks					$0	
Bicycle Storage or Parking					$0	
Drinking Fountains					$0	
Other Amenities (Specify)					$0	
Other Amenities (Specify)					$0	
Total Amenities	$0	$0	$0	$0	$0	
Provide Name of Impact Fee (Specify)					$0	
Provide Name of Impact Fee (Specify)					$0	
Total Impact Fees	$0	$0	$0	$0	$0	
Other Activity Costs (Specify)					$0	
Other Activity Costs (Specify)					$0	
Total Activity Delivery Costs	$0	$0	$0	$0	$0	
Transit Operations for service expansion §104(c)(7)					$0	
Employment Reporting					$0	
Other Capital Asset Costs (Specify)					$0	
Other Capital Asset Costs (Specify)					$0	
Total Other Capital Asset Costs	$0	$0	$0	$0	$0	
Lincoln Elementary Safe Routes to School Improvements STI #2 Total Budgeted Project Costs	$302,000	$0	$0	$0	$302,000	

Provide Urban Greening Details and explain unusual or extraordinary circumstances that have resulted in higher than expected Project costs; provide a justification as to why these costs are reasonable.

STI BUDGET #3 - Bus Shelter Installation (10)						
Environmental review/studies					$0	
Plan Specification and Estimates					$0	
Right of way support costs					$0	
Site or right of way acquisition for Cap. Improvement Project					$0	
Other Soft Costs (Specify)					$0	
Other Soft Costs (Specify)					$0	
Other Soft Costs (Specify)					$0	
Other Soft Costs (Specify)					$0	
Total Soft Costs	$0	$0	$0	$0	$0	
Clearing and Grubbing					$0	
Demolition					$0	
Grading					$0	

Ontario Affordable Houisng Phase II Sustainable Transportation Infrastructure (STI) Sources and Uses Budget App AHSC0001268

If proposing multiple distinct STI Capital Projects, provide detail for each Project in separate budgets below. Amounts from each budget will auto sum at the bottom. The sum will be used to determine the total STI funds requested and cost cap.

Cost Category	ALL FUNDING SOURCES					Comments
	AHSC STI Grant	Local Transportation Funds (LTF)	0	0	Total STI Costs	
Soil Stabilization (Lime, etc.)					$0	
Erosion/Weed Control					$0	
Dewatering					$0	
Other Site Preparation (Specify)					$0	
Total Site Preparation	$0	$0	$0	$0	$0	
Sanitary Sewer					$0	
Irrigation					$0	
Storm Drain					$0	
Detention Basin/Culverts					$0	
Other Site Utilities (Specify)					$0	
Total Site Utilities	$0	$0	$0	$0	$0	
Aggregate Base					$0	
Asphalt Pavement					$0	
Sidewalk, Curb and Gutter	$25,000				$25,000	
Street Lights					$0	
Striping/Barricades (Bicycle Facilities)					$0	
Signage					$0	
Crossing and Traffic Signals					$0	
Roundabouts, median islands or curb extensions					$0	
Other traffic calming surface improvements					$0	
Other Complete Street Improvements (Specify)					$0	
Other Complete Street Improvements (Specify)					$0	
Total Complete Streets Improvements - Construction	$25,000	$0	$0	$0	$25,000	
Striping/Barricades (for dedicated bus lanes)					$0	
Sidewalk, Curb and Gutter					$0	
Street Lights					$0	
Signage					$0	
Signaling Prioritization Technology					$0	
Boarding infrastructure					$0	
Seating/Benches					$0	
Bus/Transit Shelters	$175,849				$175,849	
Vehicles					$0	
Other ITS Technology					$0	
Other Transit and Station Areas (Specify)					$0	
Other Transit and Station Areas (Specify)					$0	
Total Transit and Station Areas - Construction	$175,849	$0	$0	$0	$175,849	
Street Trees					$0	
Bioswales					$0	
Landscaping					$0	
Other Urban Greening (Specify)					$0	
Other Urban Greening (Specify)					$0	
Other Urban Greening (Specify)					$0	
Total Urban Greening	$0	$0	$0	$0	$0	
Street Furniture					$0	
Bicycle Repair Kiosks					$0	
Bicycle Storage or Parking					$0	

Ontario Affordable Houisng Phase II Sustainable Transportation Infrastructure (STI) Sources and Uses Budget App AHSC0001268

If proposing multiple distinct STI Capital Projects, provide detail for each Project in separate budgets below. Amounts from each budget will auto sum at the bottom. The sum will be used to determine the total STI funds requested and cost cap.

Cost Category	ALL FUNDING SOURCES					Comments
	AHSC STI Grant	Local Transportation Funds (LTF)	0	0	Total STI Costs	
Drinking Fountains					$0	
Other Amenities (Specify)					$0	
Other Amenities (Specify)					$0	
Total Amenities	$0	$0	$0	$0	$0	
Provide Name of Impact Fee (Specify)					$0	
Provide Name of Impact Fee (Specify)					$0	
Total Impact Fees	$0	$0	$0	$0	$0	
Other Activity Costs (Shelter installation)	$1,800				$1,800	
Other Activity Costs (Specify)					$0	
Total Activity Delivery Costs	$1,800	$0	$0	$0	$1,800	
Transit Operations for service expansion §104(c)(7)					$0	
Employment Reporting					$0	
Other Capital Asset Costs (Specify)					$0	
Other Capital Asset Costs (Specify)					$0	
Total Other Capital Asset Costs	$0	$0	$0	$0	$0	
Bus Shelter Installation (10) STI #3 Total Budgeted Project Costs	$202,649	$0	$0	$0	$202,649	

Provide Urban Greening Details and explain unusual or extraordinary circumstances that have resulted in higher than expected Project costs; provide a justification as to why these costs are reasonable.

STI BUDGET #4 - West Valley Connector (sbX Purple Line) - Weekend Service						
Environmental review/studies					$0	
Plan Specification and Estimates					$0	
Right of way support costs					$0	
Site or right of way acquisition for Cap. Improvement Project					$0	
Other Soft Costs (Specify)					$0	
Other Soft Costs (Specify)					$0	
Other Soft Costs (Specify)					$0	
Other Soft Costs (Specify)					$0	
Total Soft Costs	$0	$0	$0	$0	$0	
Clearing and Grubbing					$0	
Demolition					$0	
Grading					$0	
Soil Stabilization (Lime, etc.)					$0	
Erosion/Weed Control					$0	
Dewatering					$0	
Other Site Preparation (Specify)					$0	
Total Site Preparation	$0	$0	$0	$0	$0	
Sanitary Sewer					$0	
Irrigation					$0	

Ontario Affordable Houisng Phase II Sustainable Transportation Infrastructure (STI) Sources and Uses Budget App AHSC0001268

If proposing multiple distinct STI Capital Projects, provide detail for each Project in separate budgets below. Amounts from each budget will auto sum at the bottom. The sum will be used to determine the total STI funds requested and cost cap.

Cost Category	ALL FUNDING SOURCES					Comments
	AHSC STI Grant	Local Transportation Funds (LTF)	0	0	Total STI Costs	
Storm Drain					$0	
Detention Basin/Culverts					$0	
Other Site Utilities (Specify)					$0	
Total Site Utilities	$0	$0	$0	$0	$0	
Aggregate Base					$0	
Asphalt Pavement					$0	
Sidewalk, Curb and Gutter					$0	
Street Lights					$0	
Striping/Barricades (Bicycle Facilities)					$0	
Signage					$0	
Crossing and Traffic Signals					$0	
Roundabouts, median islands or curb extensions					$0	
Other traffic calming surface improvements					$0	
Other Complete Street Improvements (Specify)					$0	
Other Complete Street Improvements (Specify)					$0	
Total Complete Streets Improvements - Construction	$0	$0	$0	$0	$0	
Striping/Barricades (for dedicated bus lanes)					$0	
Sidewalk, Curb and Gutter					$0	
Street Lights					$0	
Signage					$0	
Signaling Prioritization Technology					$0	
Boarding infrastructure					$0	
Seating/Benches					$0	
Bus/Transit Shelters					$0	
Vehicles					$0	
Other ITS Technology					$0	
Other Transit and Station Areas (Specify)					$0	
Other Transit and Station Areas (Specify)					$0	
Total Transit and Station Areas - Construction	$0	$0	$0	$0	$0	
Street Trees					$0	
Bioswales					$0	
Landscaping					$0	
Other Urban Greening (Specify)					$0	
Other Urban Greening (Specify)					$0	
Other Urban Greening (Specify)					$0	
Total Urban Greening	$0	$0	$0	$0	$0	
Street Furniture					$0	
Bicycle Repair Kiosks					$0	
Bicycle Storage or Parking					$0	
Drinking Fountains					$0	
Other Amenities (Specify)					$0	
Other Amenities (Specify)					$0	
Total Amenities	$0	$0	$0	$0	$0	
Provide Name of Impact Fee (Specify)					$0	
Provide Name of Impact Fee (Specify)					$0	
Total Impact Fees	$0	$0	$0	$0	$0	

Ontario Affordable Houisng Phase II Sustainable Transportation Infrastructure (STI) Sources and Uses Budget App AHSC0001268

If proposing multiple distinct STI Capital Projects, provide detail for each Project in separate budgets below. Amounts from each budget will auto sum at the bottom. The sum will be used to determine the total STI funds requested and cost cap.

Cost Category	ALL FUNDING SOURCES					Comments
	AHSC STI Grant	Local Transportation Funds (LTF)	0	0	Total STI Costs	
Other Activity Costs (Specify)					$0	
Other Activity Costs (Specify)					$0	
Total Activity Delivery Costs	$0	$0	$0	$0	$0	
Transit Operations for service expansion §104(c)(7)	$5,000,000	$12,499,153			$17,499,153	
Employment Reporting					$0	
Other Capital Asset Costs (Specify)					$0	
Other Capital Asset Costs (Specify)					$0	
Total Other Capital Asset Costs	$5,000,000	$12,499,153	$0	$0	$17,499,153	
West Valley Connector (sbX Purple Line) - Weekend Service STI #4 Total Budgeted Project Costs	$5,000,000	$12,499,153	$0	$0	$17,499,153	

Provide Urban Greening Details and explain unusual or extraordinary circumstances that have resulted in higher than expected Project costs; provide a justification as to why these costs are reasonable.

TOTAL SUSTAINABLE TRANSPORTATION INFRASTRUCTURE (STI) BUDGET						
Total Soft Costs	$165,000	$0	$0	$0	$165,000	
Total Site Preparation	$630,000	$0	$0	$0	$630,000	
Total Site Utilities	$450,000	$0	$0	$0	$450,000	
Total Complete Streets Improvements - Construction	$2,012,000	$0	$0	$0	$2,012,000	
Total Transit and Station Areas - Construction	$175,849	$0	$0	$0	$175,849	
Total Urban Greening	$470,000	$0	$0	$0	$470,000	
Total Amenities	$96,000	$0	$0	$0	$96,000	
Total Impact Fees	$0	$0	$0	$0	$0	
Total Activity Delivery Costs	$1,800	$0	$0	$0	$1,800	
Total Other Capital Asset Costs	$5,000,000	$12,499,153	$0	$0	$17,499,153	
Total STI Budgeted Project Costs	$9,000,649	$12,499,153	$0	$0	$21,499,802	

End of Document

PGM Project Overview

Program Costs (PGM)

PGM #1

Program Name:	Neighborhood Partnership Council (NPC)	Program Operator:	Neighborhood Partnership Housing Services (NPHS)
Address:	9551 Pittsburg Avenue	City:	Rancho Cucamonga
Zip Code:	91730	County:	San Bernardino
Proposed program type:	Anti-displacement activities		

Program Costs in Project include: 2) Expansion of existing programs to serve new populations

Program Description

NPHS will facilitate the co-development of a Neighborhood-Scale Anti-Displacement Plan using its Neighborhood Partnership Council (NPC) model to fulfill Strategy B of the AHSC Round 9 Guidelines. The approach will center resident voice in planning, using structured engagement to design locally owned solutions that respond to rising housing costs, overcrowding, aging housing stock, and cost burdens. Activities include listening sessions, community ownership models, housing preservation, foreclosure prevention and rent burden mitigation strategies.

Who are the targeted users for the Program

Residents who live at and in neighborhoods surrounding the AHD, including youth and seniors.

What is the issue or need that the Program is attempting to address, and how will it successfully address this issue or need?

The AD strategy aims to support the Housing Element (Programs 3,6,23,24, and 31) and the Neighborhood Preservation Strategy calls for targeted community investments in homeownership access, anti-displacement efforts, and preservation strategies. Success will be tracked by using both impact and engagement metrics that include 1) prevented foreclosures 2) homeowners created 3) number of residents engaged b) number of NPC-led proposals integrated into a final plan c) completion and adoption of a resident-driven AD plan that is in alignment with the Housing Element and d) number of residents participating in homeownership or preservation counseling.

Describe additional design challenges and development costs incurred to meet the requirements of the Program.

N/A

PGM #2? Yes

Program Name:	Operation New Hope Workforce Development Program	Program Operator:	Operation New Hope (ONH)
Address:	8520 Archibald Ave Building 20, Suite A	City:	Rancho Cucamonga
Zip Code:	91730	County:	San Bernardino
Proposed program type:	Workforce Development		

Program Costs in Project include: 3) Offer new program service and implementation

Program Description

ONH will implement a Workforce Development program to fulfill Strategy A of the AHSC Round 9 Guidelines. ONH has been providing disconnected individuals with wrap-around case management services, workforce development, and life skills training for over 45 years. ONH aims to alter this path and engage disconnected youth in programs that cultivate cognitive skills, life skills, work ethics, and career pathways skills.

Who are the targeted users for the Program

Disconnected Youth and Young Adults between the ages of 16-24; those who live in disadvantaged census tracts

What is the issue or need that the Program is attempting to address, and how will it successfully address this issue or need?

Disconnected youth who are neither in school nor working for long periods are more likely to fall into a lifestyle of criminogenic needs and experience incarceration as adults, poor health, lower incomes, and unemployment. Engagement in school or the workforce is critical to transitioning from adolescence to adulthood. ONH provides workforce development services to disconnected youth/young adults between the ages of 16-24 to offer an opportunity. Success is measured by the number of participants who complete the workforce development (90 days) and are placed into a state-certified apprenticeship or related job.

Describe additional design challenges and development costs incurred to meet the requirements of the Program.

N/A

PGM #3? Yes

Program Name:	Launch Apprenticeship Navigator Program	Program Operator:	Launch Apprenticeship Network
Address:	15218 Summit Avenue #300-344	City:	Fontana
Zip Code:	92336	County:	San Bernardino
Proposed program type:	Workforce Development		

Program Costs in Project include: 2) Expansion of existing programs to serve new populations

Program Description

Launch Apprenticeship Network will work together with NCRC to facilitate Launch Apprenticeship navigators to fulfill Strategy B of the AHSC Round 9 Guidelines. The LAUNCH Apprenticeship Network is a fiscally sponsored program of the Foundation for California Community Colleges, whose mission is to benefit, support, and enhance the California Community College system. The Apprenticeship System Navigator Program is geared toward navigators recruiting members of the community for the Apprenticeship 101 boot camp program.

Who are the targeted users for the Program

AHD residents and surrounding neighborhood; families and youth.

What is the issue or need that the Program is attempting to address, and how will it successfully address this issue or need?

The Apprenticeship Program is designed to fill the apprenticeship access gap by offering families, educators, service providers, and youth a compelling,integrated introduction to apprenticeship and set up supports that reinforce success. Success will be measured by number of apprentices registered and completion of program.

Describe additional design challenges and development costs incurred to meet the requirements of the Program.

N/A

PGM #4? Yes

Program Name:	Broadband Internet Service	Program Operator:	OntarioNet
Address:	303 East B Street	City:	Ontario
Zip Code:	91764	County:	San Bernardino
Proposed program type:	Internet Service		

Program Costs in Project include: 3) Offer new program service and implementation

Program Description

OntarioNet will provide high speed broadband internet service to all assisted units in the Ontario Affordable Housing Phase II development that complies with speeds listed in Section 103.1(g)(7) of the AHSC Round 9 Guidelines. This program will be provided for a minimum of three years, free of charge to the tenants, and available within six months of the AHD's placed-in-service date.

Who are the targeted users for the Program

AHD residents

What is the issue or need that the Program is attempting to address, and how will it successfully address this issue or need?

Close the digital divide and ensure AHD residents have access to high speed internet.

Describe additional design challenges and development costs incurred to meet the requirements of the Program.

N/A

PGM #5? Yes

Program Name:	Free Transit Passes	Program Operator:	Omnitrans
Address:	1700 West Fifth Street	City:	San Bernardino
Zip Code:	92411	County:	San Bernardino
Proposed program type:	Transit Passes		

Program Costs in Project include: 3) Offer new program service and implementation

Program Description

NCRC will provide at no cost each AHD household one transit pass for three years

Who are the targeted users for the Program

AHD residents

What is the issue or need that the Program is attempting to address, and how will it successfully address this issue or need?

This program aims to address transportation barriers and promote sustainable mobility options for AHD residents.

Describe additional design challenges and development costs incurred to meet the requirements of the Program.

N/A

PGM #6? Use this "PGM #6" only for "**OTHER**" if your proposed program does not fall withing the **program types listed in guidelines**.

§103.1(g)(4) PGM Enforceable Funding Commitments

Committed by Full App Deadline?	Commitment Date	Source Name (listed in order of lien priority)	Source Type	Lien No.	Amount	Interest Rate		Term - # of months	Required Debt Service	Balloon?
						Rate	Type			
Yes		**AHSC PGM** Grant	State-HCD		$833,880	*Transit passes will not contribute to $600k* ***PGM*** *cap.*				
Total Committed Non-AHSC ***PGM*** *Funds*		$0			**$833,880**	*TOTAL* ***PGM*** *Sources (must equal* ***PGM*** *Budget Amount)*				

Provide a description of unusual or extraordinary circumstances that have resulted in higher than expected **Project** costs and provide a justification as to why these costs are reasonable.

Transit passes account for $308,880 of the PGM AHSC ask. Other programs total $524,920 which is below the $600,000 PGM cap.

§104(d) Eligible PGM Costs

Total grant amount for **PGM** costs within a **Project Area** do not exceed $600,000. (Costs incurred for required transit passes or cards described in Section 103.1(g)(2) will not contribute to this cap.)

TRUE

End of Document

Ontario Affordable Houisng Phase II Programs (PGM) Sources and Uses Budget App AHSC0001268

Amounts from each budget will auto sum at the bottom. The sum will be used to determine the total PGM funds requested.

Cost Category	ALL FUNDING SOURCES					Comments
	AHSC PGM Grant	0	0	0	Total PGM Costs	
PGM BUDGET #1 - Neighborhood Partnership Council (NPC)						
Resident Coordinator	$40,000				$40,000	
Director	$110,000				$110,000	
Direct Staff Cost (Specify)					$0	
Direct Staff Cost (Specify)					$0	
Direct Staff Cost (Specify)					$0	
Total Direct Staff Costs	$150,000	$0	$0	$0	$150,000	
Other Indirect Staff Cost (Specify)					$0	
Other Indirect Staff Cost (Specify)					$0	
Other Indirect Staff Cost (Specify)					$0	
Total Indirect Staff Costs	$0	$0	$0	$0	$0	
Total Staff Costs	$150,000	$0	$0	$0	$150,000	
Travel					$0	
Equipment					$0	
Required Transit Passes/Cards *(see cell comment)*					$0	
Other Transit Passes					$0	
Supplies (Specify)					$0	
Supplies (Specify)					$0	
Other Capital Costs (Specify)					$0	
Other Capital Costs (Specify)					$0	
Other Capital Costs (Specify)					$0	
Other Capital Costs (Specify)					$0	
Other Capital Costs (Specify)					$0	
Other Capital Costs (Specify)					$0	
Total Other Capital Costs	$0	$0	$0	$0	$0	
Neighborhood Partnership Council (NPC) Total Budgeted Project Costs	$150,000	$0	$0	$0	$150,000	
PGM BUDGET #2 - Operation New Hope Workforce Development Program						
Two (2) PT Case Managers	$148,203				$148,203	
Direct Staff Cost (Specify)					$0	
Direct Staff Cost (Specify)					$0	
Direct Staff Cost (Specify)					$0	
Direct Staff Cost (Specify)					$0	
Total Direct Staff Costs	$148,203	$0	$0	$0	$148,203	
Other Indirect Staff Cost (Specify)					$0	
Other Indirect Staff Cost (Specify)					$0	
Other Indirect Staff Cost (Specify)					$0	
Total Indirect Staff Costs	$0	$0	$0	$0	$0	
Total Staff Costs	$148,203	$0	$0	$0	$148,203	
Travel					$0	
Equipment					$0	
Required Transit Passes/Cards *(see cell comment)*					$0	
Other Transit Passes					$0	
Paper, Student Workshop Material, Marketing Supplies, etc	$1,797				$1,797	
Supplies (Specify)					$0	
Other Capital Costs (Specify)					$0	
Other Capital Costs (Specify)					$0	
Other Capital Costs (Specify)					$0	
Other Capital Costs (Specify)					$0	
Other Capital Costs (Specify)					$0	
Other Capital Costs (Specify)					$0	
Total Other Capital Costs	$1,797	$0	$0	$0	$1,797	
Operation New Hope Workforce Development Program Total Budgeted Project Costs	$150,000	$0	$0	$0	$150,000	
PGM BUDGET #3 - Launch Apprenticeship Navigator Program						
PT Staff for Workshops and Case Management	$75,000				$75,000	
Direct Staff Cost (Specify)					$0	
Direct Staff Cost (Specify)					$0	
Direct Staff Cost (Specify)					$0	
Direct Staff Cost (Specify)					$0	
Total Direct Staff Costs	$75,000	$0	$0	$0	$75,000	
Other Indirect Staff Cost (Specify)					$0	
Other Indirect Staff Cost (Specify)					$0	
Other Indirect Staff Cost (Specify)					$0	
Total Indirect Staff Costs	$0	$0	$0	$0	$0	
Total Staff Costs	$75,000	$0	$0	$0	$75,000	
Travel					$0	
Equipment					$0	
Required Transit Passes/Cards *(see cell comment)*					$0	
Other Transit Passes					$0	
Supplies (Specify)					$0	
Supplies (Specify)					$0	
Other Capital Costs (Specify)					$0	

Ontario Affordable Houisng Phase II Programs (PGM) Sources and Uses Budget App AHSC0001268

Amounts from each budget will auto sum at the bottom. The sum will be used to determine the total PGM funds requested.

Cost Category	ALL FUNDING SOURCES					Comments
	AHSC PGM Grant	0	0	0	Total PGM Costs	
Other Capital Costs (Specify)					$0	
Other Capital Costs (Specify)					$0	
Other Capital Costs (Specify)					$0	
Other Capital Costs (Specify)					$0	
Other Capital Costs (Specify)					$0	
Total Other Capital Costs	$0	$0	$0	$0	$0	
Launch Apprenticeship Navigator Program Total Budgeted Project Costs	$75,000	$0	$0	$0	$75,000	

PGM BUDGET #4 - Broadband Internet Service						
Direct Staff Cost (Specify)					$0	
Direct Staff Cost (Specify)					$0	
Direct Staff Cost (Specify)					$0	
Direct Staff Cost (Specify)					$0	
Direct Staff Cost (Specify)					$0	
Total Direct Staff Costs	$0	$0	$0	$0	$0	
Other Indirect Staff Cost (Specify)					$0	
Other Indirect Staff Cost (Specify)					$0	
Other Indirect Staff Cost (Specify)					$0	
Total Indirect Staff Costs	$0	$0	$0	$0	$0	
Total Staff Costs	$0	$0	$0	$0	$0	
Travel					$0	
Equipment	$150,000				$150,000	
Required Transit Passes/Cards *(see cell comment)*					$0	
Other Transit Passes					$0	
Supplies (Specify)					$0	
Supplies (Specify)					$0	
Other Capital Costs (Specify)					$0	
Other Capital Costs (Specify)					$0	
Other Capital Costs (Specify)					$0	
Other Capital Costs (Specify)					$0	
Other Capital Costs (Specify)					$0	
Other Capital Costs (Specify)					$0	
Total Other Capital Costs	$150,000	$0	$0	$0	$150,000	
Broadband Internet Service Total Budgeted Project Costs	$150,000	$0	$0	$0	$150,000	

PGM BUDGET #5 - Free Transit Passes						
Direct Staff Cost (Specify)					$0	
Direct Staff Cost (Specify)					$0	
Direct Staff Cost (Specify)					$0	
Direct Staff Cost (Specify)					$0	
Direct Staff Cost (Specify)					$0	
Total Direct Staff Costs	$0	$0	$0	$0	$0	
Other Indirect Staff Cost (Specify)					$0	
Other Indirect Staff Cost (Specify)					$0	
Other Indirect Staff Cost (Specify)					$0	
Total Indirect Staff Costs	$0	$0	$0	$0	$0	
Total Staff Costs	$0	$0	$0	$0	$0	
Travel					$0	
Equipment					$0	
Required Transit Passes/Cards *(see cell comment)*	$308,880				$308,880	
Other Transit Passes					$0	
Supplies (Specify)					$0	
Supplies (Specify)					$0	
Other Capital Costs (Specify)					$0	
Other Capital Costs (Specify)					$0	
Other Capital Costs (Specify)					$0	
Other Capital Costs (Specify)					$0	
Other Capital Costs (Specify)					$0	
Other Capital Costs (Specify)					$0	
Total Other Capital Costs	$308,880	$0	$0	$0	$308,880	
Free Transit Passes Total Budgeted Project Costs	$308,880	$0	$0	$0	$308,880	

TOTAL PROGRAMS (PGM) BUDGET						
Total Direct Staff Costs	$373,203	$0	$0	$0	$373,203	
Total Indirect Staff Costs	$0	$0	$0	$0	$0	
Total Other Capital Costs	$460,677	$0	$0	$0	$460,677	
Total PGM Budgeted Project Costs	$833,880	$0	$0	$0	$833,880	

Program Certifications

To be eligible for **AHSC Program** funding, the **Applicant(s)** shall certify to the **Department** all the following requirements are met:

Applicant(s) certifies that this submitted application meets the requirements of the **Affordable Housing and Sustainable Communities (AHSC)** Round 9 **Program Guidelines** and **Notice of Funding Availability (NOFA)**. — Yes

Applicant(s) certifies that the proposed **Project** is consistent with the State Planning Priorities established pursuant to §65041.1 of the Government Code. §103.1(f)(2) — Yes

Applicant(s) certifies applications that include a **Locality** as an **Applicant** must at the time of application, have submitted their two previous housing element annual progress reports to the **Department** as required by Government Code §65400. §103.1(f)(6) — Yes

Annual Progress Reports — Submission date for current year (due April 2025): 4/2/2025 — Submission date for prior year (due April 2024): 3/25/2024

Applicant(s) certifies that the proposed **Project** will achieve a reduction in GHG emissions through fewer VMT, pursuant to the most recent **AHSC Program** Quantification Methodology, available on the California Air Resources Board's Climate Change Investments (CCI) Quantification, Benefits and Reporting Materials webpage. This must be evidenced by a completed GHG Benefits Calculator tool, described in the **AHSC Program** application, displaying VMT and **GHG Reductions** for each **Project** component. §103.1(g)(1) — Yes

California Climate Investments Reporting Tools webpage

Applicant(s) certifies that the application must be sufficiently complete to assess the feasibility of the proposed **Project** and its compliance with **AHSC Program** and application requirements. §103.1(g)(3) — Yes

Applicant(s) certifies that the **AHD** and **HRI** components must be capable of accommodating broadband internet service with at least a speed of 100 megabits (50 megabits for rural) per second for downloading and 20 megabits (10 megabits for rural) per second for uploading. §103.1(g)(7) — Yes

Applicant(s) acknowledges that a **Project** may not contain more than one **AHD Capital Project**. A single **AHD Capital Project** may not include more than one **AHD**, nor shall it include an **AHD** that contains multiple development sites when one development site is receiving 4 percent low-income housing tax credits, and another is receiving 9 percent low-income housing tax credits, or when the multiple development sites are each receiving separate 4 percent low-income housing tax credits. An application proposing an **AHD** with both 4 percent low-income housing tax credits and 9 percent low-income housing tax credits, or with multiple 4 percent low-income housing tax credits, will be disqualified on the grounds that it is not proposing a **Project** within the meaning and design of the **AHSC Program**. To the extent such tax credit scenarios are contemplated, they shall constitute two separate and independent Projects, each of which must submit an entirely separate application and qualify independently of the other. Any **Project** that proposes a single **AHD** at application for scoring purposes, but after receiving an award letter attempts to split its single **AHD** into multiple **AHD**s with separate ownership structures or separate financing structures will be disencumbered as it no longer meets the requirements of **AHSC**. §102(c)(1)(B) & 102(d)(12) — Yes

Applicant(s) certifies that the **AHD** will meet all State and Federal Laws, Rules, Guidelines and Regulations per §110. — Yes

Applicant(s) certifies that the **Project** will comply with California's Prevailing Wage Law (Lab. Code, §1720-1785 et seq.). §110(a)(4)
The **Applicant(s)** should seek professional legal advice about the law's requirements. — Yes

AB 680 Compliance

As outlined in **CARB**'s 2024 Funding Guidelines for Agencies that Administer California Climate Investments (2024 Funding Guidelines), AB 680 (Burke, Chapter 746, Statutes of 2021) workforce standards apply to the **AHSC Program**. As such, **Projects** must comply with AB 680 Project Standards, unless the **Project** meets the criteria for the project-level exemption. §115(b)

CARB's 2024 Funding Guidelines

Which project-level exemption applies to the **AHSC Project**? §115(b)(1) or (2): (E) Create 100% affordable housing units

AHD creates 100% units affordable to households whose income does not exceed 120% **AMI** excluding manager units (HSC 50093) — TRUE

Applicant certifies **AHD** will have a 55-year **Regulatory Agreement** or **Covenant**. — Yes

HCD Reserve Requirements

Project Name	Ontario Affordable Houisng Phase II	Number of Project Units:	144

Replacement Reserve Calculator UMR §8309

(a)	0.6% of New construction costs (structures excluding contractor profit, overhead, and general requirements and insurance):	$54,504,000	$327,024
	$500 per unit: (This is a placeholder for rehab projects and may be subject to higher amount)	$500	$72,000
(b)	Replacement Reserve Amount = *New construction: lesser of (a) and (b); Rehab: (b)*		$72,000
	HCD Required Replacement Reserve Amount - *included in "Operating budget"* tab		$72,000

Operating Reserve Calculator UMR §8308

					TAX CREDIT Project 3 Month Reserve Required	NON-TAX CREDIT Project 4 Month Reserve Required
1	Total Operating Expenses Excluding On-Site Service Coordinator Salaries. *Operating Budget Cell (E112) minus Operating Budget Cell (E106)*					
	(a) Total Operating Expenses:	$1,133,910	Amount subject to reserve calculation: *(a - b)*	$1,058,910	**$264,728**	**$352,970**
	(b) *Minus:* On-Site Service Coordinator Salaries:	$75,000				
2	Replacement Reserve amount from *above*: *(Cell AJ10)*			$72,000	**$18,000**	**$24,000**
3	Debt Service (including all HCD 0.42% Fees and Bond Issuer Fee)					
	Name of Lender *Operating Budget cells (D124 to D134)*			Annual Debt Service Amount	TAX CREDIT Project 3 Month Reserve Required	NON-TAX CREDIT Project 4 Month Reserve Required
	1st Mortgage Debt Service			$501,191	$125,298	$167,064
	2nd Mortgage Debt Service			$0	$0	$0
	3rd Mortgage Debt Service			$0	$0	$0
	AHSC 0.42% Fee			$88,068	$22,017	$29,356
	Other HCD 0.42% (Specify)			$0	$0	$0
	Other HCD 0.42% (Specify)			$0	$0	$0
	Bond Issuer Fee			$11,357	$2,839	$3,786
	City of Ontario Annual Fee			$7,776	$1,944	$2,592
	Miscellaneous Financial Expenses (specify)			$0	$0	$0
	Miscellaneous Financial Expenses (specify)			$0	$0	$0
	Miscellaneous Financial Expenses (specify)			$0	$0	$0
	Other (Specify)				$0	$0
	Totals			$608,392	**$152,098**	**$202,797**
	UMR Required Operating Reserve Amount:				**$434,826**	**$579,767**

If Reserve amounts are different than the required amount, enter Reserve amounts and how they are calculated below:

Transition Reserve Pool Fee Calculator Pooled Transition Reserve Policy

Does the Project propose use of Project-based rental assistance?	No

2025 TCAC Threshold Basis Limit (TBL) for HCD Developer Fee UMR §8312(b)&(c) and HCD High Cost Test for HCD Limits on Development Costs 2017 UMR §8311(a) & (b) Complete all yellow shaded cells.

Project Name: Ontario Affordable Houisng Phase II County: San Bernardino Project's Proposed Tax Credits: 4%

HCD Phase: Origination

Unit Size	2025 TCAC Threshold Basis Limits (TBL)	# of Units	Basis x Number of Units			
				TOTAL **UNADJUSTED** THRESHOLD BASIS LIMIT (TBL):	$71,444,928	2
SRO/Studio	$324,988	0	$0	TOTAL **HCD** ADJ. THRESHOLD BASIS LIMIT:	$95,038,407	3
1 Bedroom	$374,708	16	$5,995,328	Adjusted Threshold Basis Limit multiplied by 160%:	$152,061,451	4
2 Bedrooms	$452,000	68	$30,736,000	HCD HIGH COST TEST RESULT FOR: Ontario Affordable Houisng Phase II	96%	5
3 Bedrooms	$578,560	60	$34,713,600			6
4+ Bedrooms	$644,552	0	$0	**Total Eligible Basis**	$90,843,984	
				Costs Reasonable		

Manager Units in Project:	1	TOTAL UNITS:	144

ADJUSTMENTS Cal Code of Reg §10327(c)(5)(A-F)

(A)	Adjustment for Projects paid in whole or part out of public funds subject to a legal requirement for the payment of state or federal prevailing wages or financed in part by a labor-affiliated organization requiring the employment of construction workers who are paid at least state or federal prevailing wages (20%).	Yes	$14,288,986
	For Projects certifies that (1) they are subject to a Project labor agreement within the meaning of §2500(b)(1) of the Public Contract Code, or (2) they will use a skilled and trained workforce as defined by §25536.7 of the Health and Safety Code to perform all onsite work within an apprenticeable occupation in the building and construction trades (5%).	No	$0
(B)	For New construction Projects required to provide parking beneath residential units (not "tuck under" parking) or through construction of an on-site parking structure of two or more levels (10%).	No	$0
(C)	For Projects where a day care center is part of the development (2%).	No	$0
(D)	For Projects where 100 percent of the units are for Special Needs populations (2%).	No	$0
(E)	Project applying under §10325 or §10326 of the TCAC regulations that includes one or more of the features below (up to 10%).	No	$0
(F)	Project requires seismic upgrading of existing structures, and/or requires toxic or other environmental mitigation as certified by the Project architect/ engineer (lesser of costs or 15% basis adjustment).	No	$0
	If Yes, select type of work:	Enter Certified Costs of Work:	
(G)	Local development impact fees required to be paid to local government entities. Certification from local entities assessing fees also required. **WAIVED IMPACT FEES ARE INELIGIBLE.**	Yes	$2,160,000
		Please Enter Amount Above:	
(H)	Projects where at least 95% of the Project's upper floor units are serviced by an elevator (10%).	Yes	$7,144,493
(I)	Projects wherein at least 95% of the building(s) is constructed as Type I as defined in the California Building Code, in which case, the Type III 10% increase below is not allowed (15%).	No	$0
(J)	Projects wherein at least 95% of the building(s) is constructed as (1) a Type III as defined in the California Building Code, or (2) a Type III/Type I combination, in which case, the Type I 15% increase above is not be allowed (10%).	No	$0
(K)	Projects within a county with an unadjusted 9% threshold basis limit for a 2-bedroom unit equal or less than $500,000 and within a census tract designated on the TCAC/HCD Opportunity Map as Highest or High Resource (10%).	No	$0

County Eligibility:	Yes	TCAC/HCD Opportunity Area Map Tract ID #:	6071001503	Opportunity Map Resource Level:	Low Resource

End of Document

1/3/2025 Table	SRO & STUDIO	1 BEDROOM	2 BEDROOMS	3 BEDROOMS	4+ BEDROOMS
Alameda	$473,390	$545,814	$658,400	$842,752	$938,878
Alpine	$352,022	$405,878	$489,600	$626,688	$698,170
Amador	$352,022	$405,878	$489,600	$626,688	$698,170
Butte	$319,236	$368,076	$444,000	$568,320	$633,144
Calaveras	$352,022	$405,878	$489,600	$626,688	$698,170
Colusa	$352,022	$405,878	$489,600	$626,688	$698,170
Contra Costa	$473,390	$545,814	$658,400	$842,752	$938,878
Del Norte	$352,022	$405,878	$489,600	$626,688	$698,170
El Dorado	$331,890	$382,666	$461,600	$590,848	$658,242
Fresno	$307,732	$354,812	$428,000	$547,840	$610,328
Glenn	$352,022	$405,878	$489,600	$626,688	$698,170
Humboldt	$352,022	$405,878	$489,600	$626,688	$698,170
Imperial	$324,988	$374,708	$452,000	$578,560	$644,552
Inyo	$352,022	$405,878	$489,600	$626,688	$698,170
Kern	$307,732	$354,812	$428,000	$547,840	$610,328
Kings	$307,732	$354,812	$428,000	$547,840	$610,328
Lake	$352,022	$405,878	$489,600	$626,688	$698,170
Lassen	$352,022	$405,878	$489,600	$626,688	$698,170
Los Angeles	$437,727	$504,695	$608,800	$779,264	$868,149
San Francisco	$689,665	$795,177	$959,200	$1,227,776	$1,367,819
San Joaquin	$307,732	$354,812	$428,000	$547,840	$610,328
San Luis Obispo	$404,366	$466,230	$562,400	$719,872	$801,982
San Mateo	$532,060	$613,460	$740,000	$947,200	$1,055,240
Santa Barbara	$404,366	$466,230	$562,400	$719,872	$801,982
Santa Clara	$532,060	$613,460	$740,000	$947,200	$1,055,240
Santa Cruz	$404,366	$466,230	$562,400	$719,872	$801,982
Shasta	$319,236	$368,076	$444,000	$568,320	$633,144
Sierra	$352,022	$405,878	$489,600	$626,688	$698,170
Siskiyou	$352,022	$405,878	$489,600	$626,688	$698,170
Solano	$384,234	$443,018	$534,400	$684,032	$762,054
Sonoma	$384,234	$443,018	$534,400	$684,032	$762,054
Stanislaus	$307,732	$354,812	$428,000	$547,840	$610,328
Sutter	$331,890	$382,666	$461,600	$590,848	$658,242
Tehama	$352,022	$405,878	$489,600	$626,688	$698,170
Trinity	$352,022	$405,878	$489,600	$626,688	$698,170
Tulare	$307,732	$354,812	$428,000	$547,840	$610,328
Tuolumne	$352,022	$405,878	$489,600	$626,688	$698,170
Ventura	$404,366	$466,230	$562,400	$719,872	$801,982
Yolo	$331,890	$382,666	$461,600	$590,848	$658,242
Yuba	$331,890	$382,666	$461,600	$590,848	$658,242

HCD 2025 Developer Fee Calculator
TCAC regulations - 12/11/2024

Project Name: Ontario Affordable Houisng Phase II
Project Phase: Origination

ADMINISTRATIVE NOTICE NO. 24-03

Per "ADMINISTRATIVE NOTICE NO. 24-03", No Increase in Developer Fees for Past Awards, the proposed **Capital Project** has a previous HCD award: FALSE

Developer Fee Summary — TCAC Project #

	HCD Limit	Project Amt.
Maximum Total Developer Fee - 2d	$15,799,443	$11,896,770
Max Developer Fee payable from development funding sources - lesser of 1e & 2d	$4,616,527	$2,550,000
Deferred Developer Fee payable on a priority basis from available Cash Flow	$11,182,916	$1,000,000
Deferred Developer Fee payable exclusively from Sponsor Distributions	$0	$0

Total Budgeted or Actual Developer Fee: $11,896,770 — Developer Fee Contributed as Capital: $8,346,770 — Deferred Developer Fee: $1,000,000

Proposed Project Type: 4% Credits New Construction — Project's type of construction: **New Construction**

15 Low-Income Special Needs Units	15	Total Special Needs Units	0
25% of Project's Low-Income Units	36	Qualifies or Special Needs increase	FALSE

Developer Fee Limit **$15,799,443**

Project meeting CDLAC §5230(f)(1)(B), TCAC §10327(c)(2)(E)? TRUE

New Construction & Rehab - Unadjusted Eligible Basis (exclude Developer Fee) - §10327(c)(2)(B)(i)	$78,997,214	X 20% =	$15,799,443
Basis for non-residential Project costs (exclude Developer Fee) - §10327(c)(2)(B)(ii)	$0	X 15% =	$0
Not Applicable			
Not Applicable			
Not Applicable			
Not Applicable	$0	X 5% =	$0

Developer Fee - per §10327(c)(2)(B) **$3,000,000**

5% of project's unadjusted eligible basis in excess of $6,666,667 plus $1,000,000 = $4,616,527

Maximum Cash-Out Developer Fee per 10327(c)(2)(B)(iii) **$4,616,527**

Quantitative Policy Scoring – 50 Points Maximum

Total Quantitative Self Score 47.000

(a) Sustainable Transportation Infrastructure (STI) – 20 Points Maximum — 20

(1) Up to 4 points for the total length (in **Lane Miles**) of AHSC-funded **Context Sensitive Bikeways** **(PAM)**. as follows: — 4

(A) 4 points for at least two (2.0) **Lane Miles**

(B) 1 point for at least one (1.0) **Lane Mile**

Class I Bikeways	2.280	Class II Bikeways	0.000	Class III Bikeways	0.000	Class IV Bikeways	0.000	Total Context Sensitive Bikeway Mileage	2.280

Street (or closest parallel street if off-street bikeway)	Cross A (Closest street to start)	Cross B (Closest street to end)	Distance (lane mile, to the 0.1)	AADT	Speed Limit	Current Bikeway Facility Class	Proposed Bikeway Facility Class	Context Sensitive
Grove Ave Trail Connector	Grove Ave & Holt Blvd	Grove Ave & 4th St	2.3	21,641	45		Class 1	Yes

(2) 2 points - Will the **Project** expand an existing bicycle network?
A new **Context Sensitive Bikeway** funded by **AHSC** must have an entry point within the **Project Area** and directly intersect with an existing bikeway as a way to connect to the existing bike network. The existing bikeway and bikeway network is not required to be comprised of **Context Sensitive Bikeways**. **(PAM)** — Yes — 2

Context Sensitive Bikeway (must match one of the named above)	Intersecting existing bikeway (Street name)	Comments/Notes, if necessary
Grove Ave Trail Connector	G Street Class III Bikeway	N/A

(3) Up to 3 points for the length of AHSC-funded **Safe and Accessible Walkways** as follows: **(PAM)** — 3

(A) 3 points for repairing or constructing sections of sidewalks, walkways, or ramps that create more than 2,000 feet of continuous **Safe and Accessible Walkway**.

(B) 1 point for repairing or constructing sections of sidewalks, walkways, or ramps that create more than 1,000 but at or less than 2,000 feet of continuous **Safe and Accessible Walkway**.

Safe and Accessible Walkways - length (in feet) of new or replaced sidewalk, walkways, or ramps: 2,735

Street (or closest parallel street if off-street bikeway)	Cross A (Closest Street to start)	Cross B (Closest Street to end)	Continuous Distance of Accessible Walkway (feet)	Total distance of New or Repaired walkways?	Number of new/reconstructed Pedestrian Ramps along walkway	Number of new/repainted crosswalks along walkway
Allyn Ave	Allyn Ave & D Street	Allyn Ave & G Street	2735	2735	3	11

(4) Up to 2 points for a **Project** that funds the construction of new pedestrian facilities where none exist at the time of application submission. **(PAM)** — 2

(A) 2 points for at least 1,000 continuous linear feet of new pedestrian facilities where none exist at the time of application submission.

(B) 1 point for at least 500 continuous linear feet of new pedestrian facilities where none exist at the time of application submission.

New pedestrian facilities - length (in linear feet) of new pedestrian facilities where none exist at the time of application submission: 1,286

Street (or closest parallel street if off-street bikeway)	Cross A (Closest Street to start)	Cross B (Closest Street to end)	Continuous Distance of New Facility	# of new/reconstructed Pedestrian Ramps along walkway	# of new/repainted crosswalks along walkway
Grove Memorial Park Walkwa	Grove Ave & I Street	Grove Ave & G Street	1286	0	0

(5) Up to 4 points for a **Project** that improves a local bus route by implementing any (or a multiple) of the following will be eligible for 2 points for each strategy. An **Applicant** may double the minimum thresholds (e.g. 2.0 miles or 10 bus shelters) for each strategy to achieve the full four points in this section. To qualify for these points, the **AHSC**-funded improvements must improve service along at least one bus route that serves at least one **Transit Station/Stop** or station **(PAM)** inside the **Project Area**. If the improvement to the bus route(s) extends beyond the border of the **Project Area**, the improvement's effects to improving reliability and/or speed inside the **Project Area** should be evident. — 4

(A) At least one (1.0) **Lane Mile** of a bus only lane that includes prohibition of private vehicles or High Occupancy Toll (HOT) lanes that are in effect at least eight (8) hours a day, at least five (5) days a week.	No
(B) Installation of bus bulb-outs or transit boarding islands that eliminate the need for buses to pull out of the general flow lane at least five (5) stops in the **Project Area**.	No
(C) Installation of level floor boarding infrastructure to ensure wheelchair users are able to access transit vehicles without the need for mechanical ramps.	N/A
(D) Installation of new or upgraded **TSP** hardware and software along all signals for one (1.0) consecutive **Lane Mile**.	No
(E) Installation of at least five (5) new bus shelters where none currently exist in the **Project Area**.	Ten (10) shelters
(F) Procurement of at least one (1) new transit **ZEV** that allows the provider to modify published schedules that will achieve headways of 20 minutes or less during **Peak Period** or reduce **Peak Period** existing headways by more than 10 minutes.	No

File Name:	098. Local Transit Route Improvements	Identify on Project Area Map (PAM) or provide scope of work identifying the proposed locations for the improvements to the local transit route identified in §111Quantitative Policy Scoring (a)(5) along the one transit route. If improving multiple transit routes, provide one map for each of the routes.	Uploaded to HCD?	Yes

(6) Up to 5 points for applications with an **AHSC Program** funds request for **STI** that comprises at least a certain amount of funds or a percentage of the total AHSC funds request (whichever is the lower amount) — **5**

	STI Funds Request as an amount or percentage of Total AHSC Funding Request	Points	
(A)	At least $9,000,000 or 30.0% of total funding request	5 points	TRUE
(B)	At least $6,000,000 or 20.0% of total funding request	2 points	TRUE

AHD & HRI Requested:	$20,968,594	STI Requested:	$9,000,649	Total AHSC Funds Requested:	$30,803,123	STI % of Total AHSC Requested:	29%

(b) Location Efficiency and Local Context - 14 Points Maximum — **11.000**

(1) Up to 3 points will be given for a **Project** that provides the location of existing **Key Destinations** within one-half (0.50) mile of the **AHD**. For **TOD Project Areas** and **ICP Project Areas** each type of **Key Destination** is worth one third (1/3) of a point. For **RIPA Project Areas** each type of **Key Destination** is worth one half (1/2) of a point. Each **Key Destination** category may only be counted once. Facilities that meet multiple categories (e.g., a Grocery Store with a Pharmacy) may be counted toward multiple categories. Please see definitions and further specifications for each **Key Destination** in Appendix A. Please see Project Area Mapping Guidance for how to map and document **Key Destinations**. **(PAM)** — **2.000**

(A)	Market or Grocery store (SNAP Retailer)	Yes
(B)	Food Bank	No
(C)	Medical clinic that accepts Medi-Cal payments or offers free medical services to low-income individuals	Yes
(D)	Licensed childcare facility as identified by the California Department of Social Services	Yes
(E)	Pharmacy	Yes
(F)	Park accessible to the general public	Yes
(G)	Community or recreation center accessible to the general public	No
(H)	Public library	No
(I)	Public elementary, middle, high school, non-profit university or non-profit junior college	Yes
(J)	Bank, or credit union	No
(K)	Post Office	No

(2) 3 points for a **Project** which provides documentation that their site is one or more of the following: — **3**

(A)	Near an environmentally cleared High-Speed Rail Station: An **AHD** that is within one (1.0) mile of an environmentally cleared California High-Speed Rail Station:	No
(B)	Funding the construction of community-identified components from another **SGC** program: A **Project** that funds community-identified components from another **SGC**-funded project, such as Transformative Climate Communities (TCC), Sustainable Agricultural Lands Conservation (SALC):	Yes

Describe the identified community component:

The GATC was a community-identified component of the TCC application based on an extensive public outreach program that included informational workshops, community meetings, neighborhood fairs and other focused efforts. The Grove Avenue Trail Connector (GATC), is a proposed multi-purpose, bi-directional trail for pedestrians and bicycles, running north to south from G Street to Holt Boulevard, parallel to Grove Avenue, connecting four City-owned parks. It was removed from the final TCC scope due to a reduction in funding to offset HCD administrative costs.

File Name:	099. Housing and Transportation Collaboration	Provide evidence that the Project is part of a related Strategic Growth Council project, or located within an environmentally cleared High Speed Rail Station Planning Area as identified in §111 Quantitative Policy Scoring (b)(2)(A-B).	Uploaded to HCD?	Yes

(C)	An **AHD** which is to be developed on land disposed of in accordance with Executive Order (EO) N-06-19: For excess state-owned property disposed of in accordance with EO N-06-19, the **AHD** must have been selected by the **Department** and the Department of General Services to enter into a long-term, low-cost ground lease with the state to create affordable housing on excess state-owned property:	No
(D)	Utilizing Surplus and Exempt Surplus Land: Is the **AHD** to be developed on land declared surplus or exempt surplus by a local agency ("Surplus Land") and land acquired from an agency of the State of California?	No

(3) Up to 3 points: For **AHDs** located in jurisdictions that have met either of the following criteria: — **1**

(A) 1 point will be awarded for **AHDs** located in jurisdictions that have adopted a housing element that has been found by the **Department** to be in substantial compliance with the requirements of Article 10.6 (commencing with Section 65580) of Chapter 3 of Division 1 of Title 7 of the Government Code pursuant to Section 65585 of the Government Code by application due date.

Is the **AHD** located in a jurisdiction that has an adopted housing element that is in substantial compliance by the **Department** as of the application due date? — Yes

Please provide date of HCD compliance determination:	10/7/2022	A jurisdiction's current housing element compliance status is obtainable thru HCD's website.

(B) 2 points will be awarded for **AHDs** located in jurisdictions that are designated prohousing pursuant to subdivision (c) of Section 65589.9 of the Government Code, in the manner determined by the **Department** pursuant to subdivision (d) of Section 65589.9 of the Government Code by application due date.

Is the **AHD** located in a jurisdiction that is designated prohousing by the **Department** as of the application due date? — No

(4) Up to 5 Points will be awarded to **Projects** as follows: — **5**

California Climate Investments Priority Populations Mapping Tool 4.0 (use for B, C, and/or D below):

(A) 5 points will be awarded for a **Project** where the **Tribal Entity** is the **Developer** for the **AHD** and/or **HRI** components, or the **Project** partner responsible for the **STI** components.

Tribal Entity:	FALSE

(B) 5 points will be awarded for a **Project** that includes an **AHD** located in an area identified as one of the following in the CCI **Priority Populations** Mapping Tool 4.0:

(i)	**Disadvantaged Community:** CES, **Disadvantaged Community:** Tribal land, **Low-Income Community**	FALSE
(ii)	**Disadvantaged Community:** CES, **Low-Income Community**	TRUE

(iii) **Disadvantaged Community:** Tribal land, **Low-Income Community** — FALSE

(C) 3 points will be awarded for a **Project** that includes an **AHD** located in an area identified as one of the following in the CCI **Priority Populations** Mapping Tool 4.0:

(i) **Disadvantaged Community:** CES — FALSE

(ii) **Disadvantaged Community:** Tribal land — FALSE

(D) 2 points will be awarded for a **Project** that includes an **AHD** located in an area identified as one of the following in the CCI Priority Populations Mapping Tool 4.0:

(i) **Low-Income Community** — FALSE

(ii) **DAC** 1/2 mile neighbor: **Low-Income Community** — FALSE

(c) Housing Affordability and Funds Committed - 9 Points Maximum — 9

(1) Up to 5 points will be awarded to **Projects** based on housing affordability.

(A) For **Rental AHDs** the following shall apply:

(i) Up to 3 points will be awarded based on the percent of total units in a **Rental AHD** restricted to **Extremely Low Income (ELI)** households as follows:

a. 15 to 19.9 percent of total units = 1 point

b. 20.0 to 24.9 percent of total units = 2 points

c. 25 percent or more of total units = 3 points

Extremely Low Income (ELI) Units	36	3.00
Total AHD Units	144	
ELI Units as a % of Total AHD Units	25.00%	

(ii) Up to 2 points will be awarded based on the percent of total units in a **Rental AHD** that are three-bedroom or larger and are restricted to **ELI** or **Very Low-Income (VLI)** households as follows:

a. 10 to 19.9 percent of total units = **1 point**

b. 20 percent or more of total units = **2 points**

Three-bedroom or larger units to Extremely Low Income or Very Low-Income households	31	2.00
Total AHD Units	144	
Three-bedroom or larger, ELI or VLI Units as a % of Total AHD Units	21.53%	

(2) 4 points will be awarded for applications demonstrating committed funding for all permanent financing, grants, and operating subsidies, excluding: the amount requested from the **AHSC Program**, an allocation of tax-exempt bonds, and 4 percent or 9 percent tax credits. For **Projects** with bond financing, any applicable permanent lender commitment of bond financing is required for these points. Assistance for capital expenditures will be deemed to be an **EFC** if it has been awarded to the **Project** or if the **Department** approves other evidence that the assistance will be reliably available. Contingencies in commitment documents based upon the receipt of an allocation of tax-exempt bonds, 4 percent tax credits or 9 percent tax credits will not disqualify a source from being counted as committed. — 4.00

Is funding for all permanent financing, grants, and operating subsidies committed per the above requirements? — Yes

File Name:	102. EFC AHD HRI1; EFC AHD HRI2; EFC AHD HRI3; etc.	Provide all commitment letters or other evidence documenting deferred payment permanent financing and operating subsidy commitments, plus Equity Investor if known at time of application.	Uploaded to HCD?	Yes

(d) Anti-Displacement Activities - 4 Points Maximum — 4

(1) Up to 4 points for **Projects** that document a commitment to implement at least one (1) new or expanded Anti-displacement activity listed in this section, as supported by an assessment of housing needs and displacement vulnerability.

All proposals must complete the AHSC Commitment Letter Template (available on **SGC's AHSC Guidelines** page) that describes how each program or activity will be implemented. SGC's AHSC Guidelines page — # of Activities to be implemented: 1

Projects may select any activity listed in this section. These activities must be implemented by the indicated entity with dedicated **PGM** funding of a minimum $150,000 per activity, unless otherwise indicated:

(A)	For **AHSC Homeownership AHDs Applicants**: **AHD Developer** or **Locality Applicant** has provided **Mortgage Assistance Loans** to qualified **First-Time Homebuyers** for a minimum of two years within the four years immediately preceding the application.	No	
(B)	An independent non-profit and/or **Locality** developing a Community-Driven, Neighborhood-Scale Anti-Displacement Plan.	Yes	New
(C)	An independent non-profit and/or **Locality** developing or implementing a pipeline or training programs that will build capacity for local affordable housing developers.	No	
(D)	An independent non-profit and/or **Locality** developing or implementing a process for data collection, monitoring, and tracking systems related to the causes of displacement (e.g., rental property registry, inventory of at-risk units, landlord licensing, local eviction tracking, a speculation watchlist, or tracking the loss and formation of culturally-relevant and community-serving small businesses).	No	
(E)	An independent non-profit and/or **Locality** developing or implementing foreclosure or eviction prevention and landlord anti-harassment programs. If proposed program includes tenant legal counseling services, the services cannot be provided by the **Developer**, building manager, or related entity.	No	
(F)	An independent non-profit and/or **Locality** developing, administering, or implementing rental assistance or voucher programs to residents of the **Project Area** who are not the residents of the **AHD**.	No	
(G)	An independent non-profit and/or **Locality** developing or implementing a Small/Family Business Protection Program for community businesses in the **Project Area**.	No	
(H)	An independent non-profit and/or **Locality** developing or operating a Community Land Trust or Land Banking activities.	No	
(I)	An independent non-profit and/or **Locality** developing or implementing programs that provide subsidized work to weatherize or repair existing **Low-Income Households** to increase energy efficiency and/or air quality in the **Project Area**.	No	
(J)	An independent non-profit and/or **Locality** implementing a policy or action identified in a previously published Anti-Displacement Plan that is not listed above. **Applicants** should reference a specifically outlined goal, strategy, or action from the plan.	No	

File Name:	103. AD Commitment Letter	All proposals in partnership with a non-profit or locality must complete the AHSC Commitment Letter Template (available on AHSC Guidelines page) to describe how each program or activity will be implemented.	Uploaded to HCD?	Yes
File Name:	104. Assessment Housing Needs	Optional: Applicants may submit the AHSC Anti Displacement Tool or reference the jurisdiction's housing element, other research, community feedback, or other existing documents to develop an assessment of the housing needs and displacement vulnerability for the communities overlapping the Project Area.	Uploaded to HCD?	Yes

(e) Local Workforce Development and Hiring Practices - 3 Points Maximum — 3

Ontario Affordable Houisng Phase II Quantitative Policy Scoring §111 - App# AHSC0001268

V1 3/25/25

(1) Up to 3 points (1.5 points per strategy) for **Projects** that implement workforce development strategies that advance the recruitment, training, and hiring of individuals who live within **Priority Populations** census tracts or **Low-Income Households**. Strategies should aim to connect these populations with training and hiring opportunities created by the **Project**. Workforce development strategies may be implemented during **Project** construction or after completion of the **Project**, but they must be implemented within the contract reporting period as stipulated in the **Standard Agreement**. Choose from the following workforce development strategies:

Choose from the following AHSC workforce development strategies:

# of Strategies	2

(A) Partnership with a Workforce Development organization or a Workforce Development Board. Yes

File Name:	105. Workforce Strategy A	Partnership with a Workforce Development Organization or a Workforce Development Board: Applicants must provide the following requested in §111 Quantitative Policy Scoring (e)(1)(A) and verifiable documentation in a letter jointly signed by the Applicant and the external organization.	Uploaded to HCD?	Yes

(B) Project is bound by a Skilled and Trained Workforce Commitment. Yes

File Name:	106. Workforce Strategy B	Project is bound by a Skilled and Trained Workforce Commitment: Applicants must provide the following requested in §111 Quantitative Policy Scoring (e)(1)(B) and verifiable documentation in a letter jointly signed by the Applicant and the external organization.	Uploaded to HCD?	Yes

(C) Projects that have developed a Project Labor or Community Workforce Agreement. No

(D) Projects that are located in jurisdictions with Local Hire Ordinances No

The **Narrative-Based Policy Scoring** section of the application will be scored **only** *for **Projects** that meet threshold requirements listed in Section 103.1* .

For Narrative-Based Policy Scoring, **Applicants** must provide responses to the questions and prompts outlined in the Narrative Prompts document. Please reference the Narrative Prompts document and rubric at the **SGC AHSC Program** Website for instructions, the specific questions to answer, and necessary application materials.

File Name:	109. Narrative Prompts	Provide a response to each prompt as outlined in the Narrative Prompts document. The responses must be uploaded as a PDF and must follow the stated word counts. See Narrative Scoring Rubric document for guidance in completing Narratives.	Uploaded to HCD?	Yes

The following is a summary of each section:

(a) Climate Adaptation & Community Resiliency - 7 Points Maximum

Communities will continue to experience effects of climate change in many ways, including increased likelihood of droughts, flooding, heatwaves, sea level rise, severe weather, and wildfires. Due to these effects, climate resiliency is a key part of planning, design, and **Project** implementation. The prompts will ask **Applicants** to: 1) outline the risks posed from climate change and other environmental exposures; 2) address how the risks will be reduced by appropriate green building, **Urban Greening**, adaptation, or mitigation strategies; and 3) how, more broadly, the **Project** will promote equity and reduce the health risks of climate change and other environmental exposures including extreme heat, wildfires and smoke, air pollution from vehicle emissions, and more. Under this section applicants must fill out the Climate Adaptation Assessment Matrix and related prompts.

Lighting & Urban Greening (pulled from answers on STI Project Overview tab):

Street Lights	0	$0	Street Trees	14	$140,000	Urban Greening	$470,000

For tools to help assess general climate impacts, please visit Cal-Adapt's Local Climate Snapshot tool.

For adaptation tools, resources, strategies and case studies visit State's Adaptation Clearinghouse.

File Name:	110. Climate Matrix	AHSC Round 9 Climate Adaptation Assessment Matrix.	Uploaded to HCD?	Yes
File Name:	111. Cal-Adapt Report	Provide Cal-Adapt Local Climate Change Snapshot Report. See Climate Matrix Table 1 for instructions on how to generate.	Uploaded to HCD?	Yes
File Name:	112. CalEnviroscreen 4.0 Map	Provide CalEnviroscreen 4.0 Map displaying the indicators of the AHD site. See Climate Matrix Table 1 for instructions on how to generate.	Uploaded to HCD?	Yes
File Name:	113. BAM Floodplain	Provide BAM Floodplain Information Printout. See Climate Matrix Table 1 for instructions on how to generate.	Uploaded to HCD?	Yes
File Name:	114. Green Building Status	Provide a signed letter from the Project architect, energy analyst, and/or sustainability consultant stating the commitment to achieve green building status beyond State mandatory building code. Specify the Certification the AHD commits to. As available, applicants can list the adaptive measures from the Climate Matrix that are part of the preliminary score, prerequisite(s), and/or checklist for the Green Building status.	Uploaded to HCD?	Yes
File Name:	115. Fire Hazard Severity Zone	Provide a screenshot of the Fire Hazard Severity Zone of the AHD. See Climate Matrix Table 1 for instructions on how to generate.	Uploaded to HCD?	Yes
File Name:	116. Wildfire Risk Tool	Provide a screenshot of the Wildfire Risk of the community around the AHD. See Climate Matrix Table 1 for instructions on how to generate.	Uploaded to HCD?	Yes
File Name:	117. OCOF Hazard Map	For Coastal Counties only, provide a screenshot of the Flooding and Maximum sea-level rise from the OCOF tool. See Climate Matrix Table 1 for instructions on how to generate.	Uploaded to HCD?	N/A
File Name:	118. Cal-Heat Tool	Provide the Screenshot from the Cal-Heat Health Action Index. See Climate Matrix Table 1 for instructions on how to generate	Uploaded to HCD?	Yes

(b) Community Benefits & Engagement - 6 Points Maximum:

Community involvement and leadership are crucial to ensuring that both the principal objectives and co-benefits of the **Project** respond to the true needs of its future residents and the existing community, broadly. The prompts will ask **Applicants**, how: 1) local residents, the developer(s), stakeholders, government, and/or community-based organizations were engaged to help shape the **Project** to date; 2) community- based organizations and local residents, especially from **Disadvantaged** and **Low-Income Communities** and/or those with disabilities, were meaningfully engaged in identifying needs as well as **Project** components; 3) the **Project** is planning to continue engagement in the future; and 4) the **Project** is taking concrete steps to address community-identified needs and promote equity, community health, and well- being.

File Name:	119. Community Tracker	Provide a completed AHSC Round 9 Community Engagement Tracker.	Uploaded to HCD?	Yes
File Name:	120. Community Needs	Letter of support from local community-based, grassroots organization describing the community engagement process and how feedback from local residents was incorporated into the Project.	Uploaded to HCD?	Yes
File Name:	121. Future Engagement	Optional: Submit supporting documentation to demonstrate future engagement with either a CBO or residents (i.e. any engagement plans, agreements, etc.). Can be included as part of the Community Needs upload if it is the same CBO.	Uploaded to HCD?	Yes

(c) Collaboration & Planning – 4 Points Maximum

Collaboration across local governments and housing and transportation providers is critical to create a **Project** that ensures connectivity and responds to the day-to-day needs of the community. Taken together, the responses to the prompts of this section should outline how the proposed **Project**: 1) aligns with previous planning efforts of local government; 2) brings together local government, including housing and transportation agencies in collaboration, to realize the vision of those efforts through the **Project**; and 3) will equitably translate that vision into improvements that address community needs related to climate adaptation, health, housing, mobility, access, and safety.

File Name:	122. Local Planning Efforts	Applicants should link the relevant plans as available in Table 1 under "Local Planning Efforts" in the Narrative Prompts document. If a link is not available, then Applicants should provide a single PDF with the cover page of the plan and relevant pages of the plans referenced in the Local Planning Efforts Section.	Uploaded to HCD?	Yes
File Name:	123. Site Plan	Provide the most current site plan.	Uploaded to HCD?	Yes

(d) Equity & Transformation – 3 Points Maximum

Ontario Affordable Houisng Phase II Narrative-Based Policy Scoring §111(a-d) - 20 Points Maximum App AHSC0001268

V1 3/25/25

As stated in the **AHSC Program** Overview, **SGC** is committed to achieving racial equity in its operations, investments, and policy initiatives and to achieving its vision that: "All people in California live in healthy, thriving, and resilient communities regardless of race" (read more in the **SGC** Racial Equity Action Plan). The **AHSC Program** encourages a holistic approach to community development and broader investments in neighborhoods. Under this section, the prompts will ask **Applicants** to describe how the **Project** is going above and beyond, either: piloting new or innovative approaches or policies, leveraging existing resources in a new way, advancing equity, or shaping future projects in the nearby communities.

SGC Racial Equity Action Plan

Reviewer General Context Section - This section is populated based on answers **Applicants** have provided throughout other parts of the **Application**. Information in this section will help reviewers better understand the overall project.

Applicants/Housing:

Contact Type	Entity Legal Name	Eligible Sponsor Type	Organization Type
Applicant #1	National Community Renaissance of California	Developer	Non-profit Corporation
Applicant #2	City of Ontario	Locality	Public Agency

Transportation

STI #	Agency Name	Project Name	Project Type
STI Component #1	City of Ontario	Grove Avenue Trail Connector Bidirectional Bicycle and New Grove Memorial Park Walking Path	Combination
STI Component #2	City of Ontario	Lincoln Elementary Safe Routes to School Improvements	
STI Component #3	City of Ontario	Bus Shelter Installation (10)	
STI Component #4	Omnitrans	West Valley Connector (sbX Purple Line) - Weekend Service	

Programs

PGM #	Program Operator	Program Name	Program Type
Program #1	Neighborhood Partnership Housing Services (NPHS)	Neighborhood Partnership Council (NPC)	Anti-displacement activities
Program #2	Operation New Hope (ONH)	Operation New Hope Workforce Development Program	Workforce Development
Program #3	Launch Apprenticeship Network	Launch Apprenticeship Navigator Program	Workforce Development
Program #4	OntarioNet	Broadband Internet Service	Internet Service
Program #5	Omnitrans	Free Transit Passes	Transit Passes

AHD 10-digit census tract:	6071001503	California Climate Investments **Priority Populations** 4.0 designation:	Disadvantaged Community: CES, Low-Income Community
Opportunity Area Map Category:	Low Resource		
Is the **AHD** Categorically Exempt?	Yes	Is the **AHD** approved "by-right"?	No

Capital Project description: provide a summary of your **AHSC Project**. Be sure to highlight components that are unique to the project or required significant collaboration. Please see past award summaries for examples. This content will provide necessary context for all reviewers and will be published alongside Award Recommendations if your project is selected for funding.

The Ontario Affordable Housing Phase II AHSC Project consists of AHD, STI and PGM components. The AHD includes 144 units for households earning less than 60% AMI. The residents will benefit from programs offered by local nonprofits onsite including workforce development, adult education, health and wellness, skill building classes and anti-displacement programs. The Project will provide considerable solar power generation in excess of that required by code. Sustainable transportation improvements will benefit the city and residents of the development, including the Grove Avenue Trail Connector Class I bi-directional bicycle path along Grove Avenue (2.28 lane miles) connecting four City-owned parks and a new 1,270-foot pedestrian walking path at Grove Memorial Park. Safe Routes to School improvements for nearby Lincoln Elementary will enhance sidewalks and crosswalks along Allyn Avenue including ADA upgrades, new signage, and traffic calming features. Additionally, in partnership with Omnitrans, 10 new bus shelters will be installed at various locations. Omnitrans will also expand service for the West Valley Connector (sbX Purple Line) BRT route that runs directly adjacent to the development. This new rapid bus service is under construction with an anticipated completion date in 2026. The BRT currently only has funding secured for weekday service and one initial year of weekend service. AHSC funding would expand weekend service for ten years starting in 2028 (after the initial year of weekend service). Continuing weekend service is crucially important not only for consistency, but also because several key

Housing units, amenities, and spaces:

Total Units	144
Affordable Rental	143
Affordable HO	0

Veteran Units	0
Senior Units	0
SNP/SH Units	0
3+Bdrms Units	60

No.	FTE	Employee Job Title
1	1.00	On-Site Manager(s)
0	0.00	On-Site Assistant Manager(s)
1	0.10	Supportive Services Staff Supervisor(s)
1	1.00	Supportive Services Coordinator, On-Site
0	0.00	Other Supportive Services Staff (inc. Case Manager)

Yes	Fitness Room	Yes	Picnic/BBQ Area(s)	Yes	Tot Lot/Playground	Yes	Computer Room

Residential Space

						Commercial Space	
133,845	Residential Units	0	Maintenance Shop		(Other)	0	Commercial Area
46,038	Common Areas	0	Childcare Center		(Other)	0	Offices
2,462	Community Room	0	Service Area		(Other)	0	Childcare Center
1,598	Leasing Office	0	Service Office		(Other)	0	Storage Space

	Additional Storage Space
183,943	Subtotal Residential SF

183,943	Total Residential SF

	(Other)
0	Total Commercial SF

Quantity of new or repaired STI facilities

Transit Vehicles	0	$0
Bus Stop Benches	0	$0
Bus Bulb-Outs	0	$0
Bus Shelters	10	$175,849
Crosswalks	10	$20,000
ADA Curb Ramps	3	$60,000
Over/Undercrossing	0	$0

# of Transit Routes Improved	1
Transit Operations Costs	$5,000,000
EV Carshare Infrastructure & Operations	$0
Bikeshare Infrastructure & Operations	$0
Other (Specify)	$0
Other (Specify)	$0

End of Document

Local Approvals and Environmental Review Verification

To the Sponsor/Applicant: Submit this form to the agency or department of local government responsible for administration of the items listed. This form may be submitted to more than one agency or department if necessary. If an item is not required, include the reason why in box provided.

Project Sponsor/Applicant:	National Community Renaissance of California
Sponsor/Applicant Address:	9692 Haven Avenue Suite 100
Sponsor/Applicant City:	Rancho Cucamonga
Project Name:	Ontario Affordable Houisng Phase II
Project Address/site:	905, 935 and 957 E. Holt Blvd.
Project City:	Ontario
Project County:	San Bernardino
Assessor Parcel Numbers (APNs):	1048-481-06; 1048-481-07; 1048-481-08; 1048-481-28; 1048-481-29; ;

To the local jurisdiction: The Sponsor/Applicant named above has submitted an application to the State Department of Housing and Community Development (HCD) requesting funding for the Project named above, under the NOFA. Projects submitted for program funding are subject to a competitive rating process. Project readiness is a component of that process. Verification of items listed below will be used in evaluating applications.

Is this Project approved "by right"? No

		Applicable for this Project	Final date of Public Comment Period	Approved Date
All Environmental Clearances (CEQA and NEPA) necessary to begin construction are either finally approved or unnecessary:	**CEQA**	Yes	N/A	4/15/25
	NEPA	No	N/A	N/A

Discuss below any special NEPA and/or CEQA Special Circumstances or exemptions and provide estimated/actual completion dates of all necessary environmental clearances (include documentation, if applicable):

The Project is exempt pursuant to State CEQA Guidelines Section 15183: Projects Consistent with a Community Plan or Zoning. The TOP 2050 Policy Plan (General Plan) anticipated the proposed development on the project site and Project impacts were adequately analyzed by the TOP 2050 Supplemental EIR. The Project is consistent with the land use characteristics of the development considered by the TOP 2050 Supplemental EIR and no new Project-specific impacts are anticipated.

	Required for this Project?	Under Review?	Verified as Completed and date completed
All necessary, discretionary, and non-discretionary public land use approvals except building permits and other ministerial approvals are:	Yes	Yes	2/25/2025

Specify in the box below, items not required and explain why (include documentation, if applicable):

Dated: 4/30/2025

Statement Completed by (please print):	Edmelynne V. Hutter
Signature:	
Title:	Senior Planner
Agency or Department:	Planning Department
Agency or Department Address:	303 E. B Street, Ontario, CA 91764
Agency or Department Phone:	(909) 395-2036

Certification & Legal Disclosure

On behalf of the entity identified in the signature block below, I certify that:

1. The information, statements and attachments included in this application are, to the best of my knowledge and belief, true and correct.

2. I possess the legal authority to submit this application on behalf of the entity identified in the signature block.

3. The following is a complete disclosure of all identities of interest - of all persons or entities, including affiliates, that will provide goods or services to the Project either (a) in one or more capacity or (b) that qualify as a "Related Party" to any person or entity that will provide goods or services to the Project. "Related Party" is defined in Section 10302 of the California Code of Regulations (CTCAC Regulations):

National Community Renaissance of California will be the developer, general contractor, property manager and managing member of the LLC (NCRC Ontario 2 MGP LLC), and the managing general partner of the LP (NCRC Ontario 2 LP) for the project within this application.

4. As of the date of application, the Project, or the real property on which the Project is proposed (Property) is not party to or the subject of any claim or action at the State or Federal appellate level.

5. I have disclosed and described below **all** claims or actions undertaken by or against the Applicant(s), the Project, or the property.

In addition, I acknowledge that all information in this application and attachments is public, and may be disclosed by the State.

Printed Name	Title of Signatory	Signature	Date
Robert Diaz	Executive Vice President & General Counsel		5/6/25

Legal Disclosure

For purposes of the following questions, and with the exceptions noted below, the term "applicant" shall include the applicant and joint applicant, and any subsidiary of the applicant or joint applicant if the subsidiary is involved in (for example, as a guarantor) or will be benefited by the application or the project.

In addition to each of these entities themselves, the term "applicant" shall also include the direct and indirect holders of more than ten percent (10%) of the ownership interests in the entity, as well as the officers, directors, principals and senior executives of the entity if the entity is a corporation, the general and limited partners of the entity if the entity is a partnership, and the members or managers of the entity if the entity is a limited liability company. For projects using tax-exempt bonds, it shall also include the individual who will be executing the bond purchase agreement.

The following questions must be responded to for each entity and person qualifying as an "applicant," or "joint applicant" as defined above.

Explain all positive responses on a separate sheet and include with this questionnaire in the application.

Exceptions:

Public entity applicants without an ownership interest in the proposed project, including but not limited to cities, counties, and joint powers authorities with 100 or more members, are not required to respond to this questionnaire.

Members of the boards of directors of non-profit corporations, including officers of the boards, are also not required to respond. However, chief executive officers (Executive Directors, Chief Executive Officers, Presidents or their equivalent) must respond, as must chief financial officers (Treasurers, Chief Financial Officers, or their equivalent).

Civil Matters	
1. Has the applicant filed a bankruptcy or receivership case or had a bankruptcy or receivership action commenced against it, defaulted on a loan or been foreclosed against in *past ten years*?	No
2. Is the applicant currently a party to, or been notified that it may become a party to, any civil litigation that may materially and adversely affect (a) the financial condition of the applicant's business, or (b) the project that is the subject of the application?	No
3. Have there been any administrative or civil settlements, decisions, or judgments against the applicant within the past ten years that materially and adversely affected (a) the financial condition of the applicant's business, or (b) the project that is the subject of the application?	No
4. Is the applicant currently subject to, or been notified that it may become subject to, any civil or administrative proceeding, examination, or investigation by a local, state or federal licensing or accreditation agency, a local, state or federal taxing authority, or a local, state or federal regulatory or enforcement agency?	Yes
5. In the past ten years, has the applicant been subject to any civil or administrative proceeding, examination, or investigation by a local, state or federal licensing or accreditation agency, a local, state or federal taxing authority, or a local, state or federal regulatory or enforcement agency that resulted in a settlement, decision, or judgment?	Yes
Criminal Matters	
6. Is the applicant currently a party to, or the subject of, or been notified that it may become a party to or the subject of, any criminal litigation, proceeding, charge, complaint, examination, or investigation, of any kind, involving, or that could result in, felony charges against the applicant?	No
7. Is the applicant currently a party to, or the subject of, or been notified that it may become a party to or the subject of, any criminal litigation, proceeding, charge, complaint, examination, or investigation, of any kind, involving, or that could result in, misdemeanor charges against the applicant for matters relating to the conduct of the applicant's business?	No
8. Is the applicant currently a party to, or the subject of, or been notified that it may become a party to or the subject of, any criminal litigation, proceeding, charge, complaint, examination, or investigation, of any kind, involving, or that could result in, criminal charges (whether felony or misdemeanor) against the applicant for any financial or fraud related crime?	No
9. Is the applicant currently a party to, or the subject of, or been notified that it may become a party to or the subject of, any criminal litigation, proceeding, charge, complaint, examination, or investigation, of any kind, that could materially affect the financial condition of the applicant's business?	No
10. Within the past ten years, has the applicant been convicted of any felony?	No
11. Within the past ten years, has the applicant been convicted of any misdemeanor related to the conduct of the applicant's business?	No
12. Within the past ten years, has the applicant been convicted of any misdemeanor for any financial or fraud related crime?	No

Please provide a letter of explanation if you responded "Yes" to any of the questions above.

File Name:	132. Cert-Legal Explanation	Letter of Explanation(s) for Certification & Legal "Yes" answers, red shaded items, or as clarification deemed necessary by the Applicant(s) for information included in this application.	Uploaded to HCD?	Yes

Printed Name	Title of Signatory	Signature	Date
Robert Diaz	Executive Vice President and General Counsel		5/6/25

Entity Organizational Documents

Organizational Documents

The following is intended as a brief summary of legal documents commonly required to verify the legal authority of the private entity or entities applying to HCD for an Award of funds and does not apply to public applicants. Documents required to apply for funds (threshold requirements) are legally distinct from those required to enter into a Standard Agreement or to receive bonus points. For projects receiving an Award of HCD funds, additional documents, or corrections, may be required prior to execution of the Standard Agreement.

Organizational Charts

Complete organizational charts are required for the Sponsor/Recipient, Borrower, MGP and AGP (if different from the Sponsor).

Corporate Entities

Articles of Incorporation (Corp. Code **§154, 200 and 202**) as certified by the CA Secretary of State.
Bylaws and any amendments thereto (Corp. Code **§207(b), 211 and 212**).
Certificate of Amendment of Articles of Incorporation (Corp. Code **§900-910** (general stock), **§5810-5820** (public benefit and religious corporations), **§7810-7820** (mutual benefit corporations), or **§12500-12510** (general cooperative corporations)) as applicable.
Restated Articles of Incorporation (Corp. Code **§901, 906, 910** (general stock), **§5811, 5815, 5819** (public benefit and religious corporations), **§7811, 7815 and 7819** (mutual benefit corporations) and **§12501, 12506 and 12510** (general cooperative corporations)) as applicable.
Statement of Information (CA Secretary of State form SI-100 or SI-200).
Shareholder Agreements (Corp. Code **§186**) if applicable.
Certificate of Good Standing certified by Secretary of State. Certificate of Good Standing must be dated 30 days or less from the application due date.

Limited Liability Companies

Articles of Organization (CA Secretary of State form LLC-1).
Certificate of Amendment (CA Secretary of State form LLC-2) if applicable.
Restated Articles of Organization (CA Secretary of State form LLC-10) if applicable.
Certificate of Correction (CA Secretary of State form LLC-11) if applicable.
Statement of Information (CA Secretary of State form LLC-12 or LLC-12NC).
Operating Agreement (Corp. Code **§17707.02(s) and 17701.10**).
Certificate of Good Standing certified by Secretary of State. Certificate of Good Standing must be dated 30 days or less from the application due date.

Limited Partnerships

Certificate of Limited Partnership (CA Secretary of State form LP-1).
Amendment to Certificate of Limited Partnership (CA Secretary of State form LP-2) if applicable.
Certificate of Correction (CA Secretary of State form LP-2) if applicable.
Limited Partnership Agreement (CA Corp. Code **§15901.02(x) and 15901.10**).
Amended and Restated Limited Partnership Agreement.
Certificate of Good Standing certified by Secretary of State.

Tribal Entity

Tribe Formation Documents (Constitution, Charters, etc.).
Federal Register of Indian Entities Recognized (81 Fed Reg. 26826) if applicable.
BIA Federal Acknowledgment Petitioner List (CFR Section 83.1 of Title 25) if applicable.
Contact List maintained by the Native American Heritage Commission (GC Section 65352.3) if applicable.

Full list of Uploads

FILE NAME	FILE DESCRIPTION	
HCD Excel Application		
001. AHSC Application Workbook	AHSC Application Excel Workbook.	Included
Project Overview		
002. Tribal Entity Waiver	Modifications or waivers as provided for in HSC §50406, subdivision (p) (Assembly Bill 1010, Chapter 660, Statutes of 2019)	Not Applicable
003. Indian Country Verification	Documentation verifying land is located in Indian Country as defined by 18 USC 1151.	Not Applicable
004. Fee or Trust Land Verification	Documentation verifying land is located on Fee or Trust Land.	Not Applicable
005. Tribal Land Use Approvals or Entitlements	Provide documentation for all land use approvals or entitlements required by tribal law.	Not Applicable
006. AB 1550 (BAT)	Applicable CARB Priority Population Benefit Assessment Tools (BAT)	Included
007. FBH Proposal	Proposal from Factory-Built Housing provider	Not Applicable
008. Project Area Map	Map the items as outlined in the Project Area Mapping Guide. Items marked with **(PAM)** in this application must be identified on the Project Area Map (**PAM**)" File must be submitted in a KML/KMZ format.	Included
009. SCS Consistency Confirmation	Document from MPO or equivalent planning agency confirming consistency with activities or strategies identified in the SCS, APS, or equivalent planning document that demonstrates a per capita reduction in VMT and GHG, per §103.1(f)(1).	Included
010. Master Development Plan	For AHD's that are part of a master-planned development provide the master development plan and any amendments.	Not Applicable
011. Joint Use Agreement	For AHD's that are part of a master-planned development provide the joint use agreement which demonstrates shared costs amongst all phases.	Not Applicable
012. Opportunity Area	Documentation of TCAC/HCD Opportunity Area status either (1) at time of application, or (2) when initial site control (pursuant to UMR §8303(a)) was obtained, if a TCAC/HCD Opportunity Area Map exists for that year.	Included
013. Tax Credit Reservation Letter	If the Project has already received a tax credit reservation, upload documentation.	Not Applicable
014. Project Demolition	Provide a copy of the written order issued by a state or local governmental agency.	Not Applicable
015. PNA and/or CNA	PNA and/or CNA prepared by a qualified independent third party contractor. (rehab only)	Not Applicable
016. Rent Roll	Current rent roll, including household income & size for each unit. (rehab only)	Not Applicable
017. Lead Based Paint	Lead Based Paint Report. (for structures built prior to 1978) (rehab only)	Not Applicable
018. Mold Report	Mold Report. (rehab only)	Not Applicable
019. Asbestos Report	Asbestos Report (for structures built prior to 1978) (rehab only).	Not Applicable
020. Relocation Plan	Applicants must provide a Relocation Plan prepared by an independent third party.	Not Applicable
021. AHD Site Control	Documentation of site control in accordance with UMR §8303, including a summary explanation of site control and values for applications with multiple or non-contiguous parcels, scattered sites, lot line adjustments, phased projects, or other complex land and acquisition transactions.	Included
022. AHD Preliminary Title Report	Preliminary Title Report, that is prepared or updated no earlier than 30 days prior to the application due date for the AHD Project.	Included
023. AHD Site Control Org Docs	Where Site Control is in the name of another entity, documentation, which clearly demonstrates the Applicant control (i.e., the entity's organizational documents), is required.	Not Applicable
024. AHD Phase I Environmental Site Assessment	Submit a Phase I ESA, prepared or updated no earlier than 12 months prior to the application due date. If the Phase I ESA reveals known or potential contamination, a Phase II ESA will be required. Tribal Entity Applicant is exempt when proposing a Capital Project located in Indian Country.	Included
025. AHD Phase II Environmental Site Assessment	Submit a Phase II ESA prepared or updated no earlier than 12 months prior to the application due date if the Phase I ESA reveals known or potential contamination. Tribal Entity Applicant is exempt when proposing a Capital Project located in Indian Country.	Included
026. AHD Local Approvals	Local Approvals and Environmental Review Verification form(s) completed and signed by local authority or Responsible Entity, if different from jurisdiction.	Included
027. AHD Environmental CEQA	Copy of all environmental clearances (e.g. Environmental Impact Report).	Included
028. AHD Environmental Exemption	Verification from the locality approving the exemption (e.g. Resolution).	Included
029. AHD No Ag	Demonstrate the AHD site is not within land designated as Agricultural Land per FMMP tool.	Included

030. AHD Ag Exempt	Applicants seeking an exemption to the FMMP determination must demonstrate that the AHD Project site qualifies as an Infill Site.	Not Applicable
031. HRI Offsite No Ag	Demonstrate the HRI site is not within land designated as Agricultural Land per FMMP tool.	Not Applicable
032. HRI Offsite Ag Exempt	Applicants seeking an exemption to the FMMP determination must demonstrate that the HRI Project site qualifies as an Infill Site.	Not Applicable
033. Current Contract Rents	Projects proposing project-based rental assistance: Provide documentation of current contract rents for HAP, Shelter Plus or other source, as applicable.	Not Applicable
034. Operating Subsidy Commitment	Documentation evidencing commitment of Operating Subsidies including source, term (in years), total subsidy amount, and estimated first year allocation.	Not Applicable
035. Utility allowance	Schedule of utility allowances.	Included
036. Rural Planned Transit Letter	If proposing planned transit the Applicant must submit a letter on transit agency letterhead signed by an authorized signatory affirming that the planned Transit Station/Stop will be served by transit service that meets the criteria of Qualifying Transit or High Quality Transit and will be operational by the AHD certificate of occupancy issuance.	Not Applicable
037. Rural Status Determination	TCAC Method for determining rural status.	Not Applicable
038. Transit Service Map	Provide the Published Transit Service Map of the Qualifying Transit line.	Included
039. Transit Service Schedule	Upload the service schedule for Qualifying Transit only. All transit service schedules should be uploaded to "Transit Service Schedule" as one document.	Included
040. Net Density Verification	Letter and sealed site map certified by a California State-licensed professional (e.g., an engineer, surveyor, or landscape architect) confirming the net density.	Included
041. All Electric Design	Document affirming that the proposed Affordable Housing Development, or Mixed-Use Development in the case that non-residential uses are included, are powered entirely through electricity with no connections to natural gas infrastructure.	Included
042. Internet Service (other funding source)	If using another funding source to fund the required internet service, name the other source and the amount with developer Applicant signature.	Not Applicable
043. AHD-HRI Market Study	Provide a completed market study prepared within one year of the application due date and consistent with MHP guidelines §7309(c).	Included
044. SFH Lease Addendum	Submit a draft of the development's Smoke Free Housing lease addendum.	Included
045. HRI-1 / HRI-2 Agreement/Letter	Provide an executed agreement or letter with the Locality or transportation agency detailing the work agreed upon for the completion of the HRI components.	Not Applicable
046. HRI-1 / HRI-2 Past Exp	An executed agreement from a public works or other Locality department certifying the satisfactory completion of similar infrastructure improvements.	Not Applicable
047. HRI-1 / HRI-2 Site Control	Appropriate documentation to demonstrate the form of site control indicated for HRI. (Offsite or No AHD funds requested only)	Not Applicable
048. HRI-1 / HRI-2 Environmental	Copy of all environmental reports and clearances (e.g. EIR, Phase 1 Notice of Exemption). (Offsite or No AHD funds requested only)	Not Applicable
049. HRI-1 / HRI-2 Cap Improvements Req	Documentation from a Locality, transit agency or special district that capital improvements are required.	Not Applicable
050. HRI-1 / HRI-2 Impact	Letter from Locality identifying impact fees associated with the proposed HRI Capital Project.	Not Applicable
051. HRI-1 / HRI-2 Onsite Energy Storage	Documentation certified by an energy consultant or architect.	Not Applicable
052. HRI-1 / HRI-2 Local Approvals	Statement from entity indicating the HRI Capital Project is consistent with all applicable local rules, regulations, codes, policies and plans enforced or implemented by that entity. (Offsite or No AHD funds requested only)	Not Applicable

Applicants

053. App1 Cert & Legal Disclosure	Reference: Applicant Certification Worksheet.	Included
054. App1 OrgDoc1, OrgDoc2, etc.	Reference: Entity Org Docs Worksheet.	Included
055. Past Exp TCAC List AHD1	For CA Tax Credit Projects provide copy of the TCAC Project Mapping list identifying the project used for experience.	Included
056. Past Exp RA AHD1	Non-Tax Credit Projects Regulatory Agreement.	Not Applicable
057. Past Exp TCAC List AHD2	For CA Tax Credit Projects provide copy of the TCAC Project Mapping list identifying the project used for experience.	Included
058. Past Exp RA AHD2	Non-Tax Credit Projects Regulatory Agreement.	Not Applicable
059. Public Agency Commitment	For Projects where the Public Agency is not a joint Applicant: Provide a commitment to enter into a contractual agreement to develop the Project.	Not Applicable

060. App2 Cert & Legal Disclosure	Reference: Applicant Certification Worksheet.	Included

061. App2 OrgDoc1, OrgDoc2, etc.	Reference: Entity Org Docs Worksheet.	Not Applicable

062. App3 Cert & Legal Disclosure	Reference: Applicant Certification Worksheet.	Not Applicable
063. App3 OrgDoc1, OrgDoc2, etc.	Reference: Entity Org Docs Worksheet.	Not Applicable

064. App4 Cert & Legal Disclosure	Reference: Applicant Certification Worksheet.	Not Applicable
065. App4 OrgDoc1, OrgDoc2, etc.	Reference: Entity Org Docs Worksheet.	Not Applicable

066. Owner Cert & Legal Disclosure	Reference: Applicant Certification Worksheet.	Included
067. Owner OrgDoc1, OrgDoc2, etc.	Reference: Entity Org Docs Worksheet.	Included
068. Owner Org Chart	Project Ownership Structure	Included

069. MGP Cert & Legal	Reference: Applicant Certification Worksheet.	Included
070. MGP OrgDoc1, OrgDoc2, etc.	Reference: Entity Org Docs Worksheet.	Included

071. AGP1 Cert & Legal	Reference: Applicant Certification Worksheet.	Not Applicable
072. AGP1 OrgDoc1, OrgDoc2, etc.	Reference: Entity Org Docs Worksheet.	Not Applicable

073. AGP2 Cert & Legal	Reference: Applicant Certification Worksheet.	Not Applicable
074. AGP2 OrgDoc1, OrgDoc2, etc.	Reference: Entity Org Docs Worksheet.	Not Applicable

Operating

075. Op Exp Compare	Submit at least 3 operating expense comparables for similar projects located in the same market area. Projects should be affordable housing projects similar in size, type, amenities, and population to the proposed project. One comparable may be submitted for a 100% market rate Project if unable to locate affordable housing comparables. The most recent two years audited statements for each comparable is preferred, if available. Additional information may be required.	Included
076. Hazard Insurance Quote	Provide a hazard insurance quote or other documentation to support insurance costs included in the Operating Budget.	Included

STI Project Overview

077. STI-1 Agreement/Letter, STI-2 etc.	Provide an executed agreement with the Locality or transportation agency detailing the work agreed upon for the completion of the STI components.	Included
078. STI-1 Past Exp, STI-2 etc.	Where the party making improvements funded by AHSC is not a public entity, an executed agreement from a public agency certifying the satisfactory completion of similar infrastructure improvements.	Included
079. STI-1 Site Control, STI-2 etc.	Appropriate documentation to demonstrate the form of site control indicated.	Included
080. STI Environmental	If available at time of application, copy of all environmental clearances (e.g. Environmental Impact Report) or Notice of Exemption.	Not Applicable
081. STI Local Approvals	Statement from entity indicating the STI Capital Project is consistent with all applicable local rules, regulations, codes, policies and plans enforced or implemented by that entity.	Included
082. STI No Ag	Demonstrate the STI site is not within land designated as Agricultural Land per FMMP tool.	Included
083. STI Ag Exempt	Applicants seeking an exemption to the FMMP determination must demonstrate that the STI Project site qualifies as an Infill Site.	Not Applicable
084. STI-1 EFC, STI-2 etc.	Supporting documentation for the non-AHSC STI funding commitments.	Included
085. STI Cap Project Costs	Documentation showing Capital Project costs are required as a condition of local approval for STI.	Not Applicable

PGM Project Overview

086. PGM-1 EFC, PGM-2 etc.	Supporting documentation for the non-AHSC PGM funding commitments.	Not Applicable

Certifications Sheet/Tab

087. AB 680 Exemption Fed Award	Copy of the federal grant award letter, loan agreement, or contract.	Not Applicable
088. AB 680 Exemption Fed Allocation	Proof of federal fund disbursement or allocation (e.g., a receipt or official funding report).	Not Applicable
089. AB 680 Exemption Fed Narrative	Brief narrative explanation of how the federal funding is directly related to the project.	Not Applicable
090. AB 680 Exemption Conduct Research	A narrative including 1) a justification that research activities are a primary and necessary purpose of the Project (one page minimum) and 2) a summary of research including objectives and methods.	Not Applicable

091. AB 680 Exemption Tech Assistance	A narrative including 1) a summary of technical assistance to be provided including goals, target population, and services; 2) a justification that technical assistance is a primary and necessary purpose of the Project (one page minimum); and 3) a description of alignment with the Strategic Growth Council's definition of Technical Assistance.	Not Applicable
092. AB 680 Exemption Not Employer	A signed statement that the Applicant is not an employer, as defined in the CCI Funding Guidelines.	Not Applicable
093. AB 680 Not Exempt Attestation	Attestation confirming compliance with applicable labor laws and labor-related commitments.	Not Applicable
094. AB 680 Not Exempt Emp Policy	Provide the Applicant's responsible employer policy.	Not Applicable
095. AB 680 Not Exempt Inclusive Proc Policy	Provide the inclusive procurement policy that outlines approach to prioritizing bids from entities that demonstrate the creation of high quality jobs, or the creation of jobs in Priority Populations or California tribes.	Not Applicable
096. AB 680 Not Exempt Prev Wage Stmt	Signed statement that the Applicant will comply with prevailing wage requirements for any construction work associated with the Project.	Not Applicable
097. AB 680 Not Exempt CWA	Copy of existing CWA that includes a targeted hire plan demonstrating how the applicant will provide high quality jobs for priority populations or California tribes and how the applicant will ensure access to high quality jobs. - OR- Letter of intent detailing CWA provisions and signed by all anticipated parties to the agreement	Not Applicable

Quantitative Policy Scoring Sheet/Tab

098. Local Transit Route Improvements	Identify on Project Area Map (**PAM**) or provide scope of work identifying the proposed locations for the improvements to the local transit route identified in §111Quantitative Policy Scoring (a)(5) along the one transit route. If improving multiple transit routes, provide one map for each of the routes.	Included
099. Housing and Transportation Collaboration	Provide evidence that the Project is part of a related Strategic Growth Council project, or located within an environmentally cleared High Speed Rail Station Planning Area as identified in §111 Quantitative Policy Scoring (b)(2)(A-B).	Included
100. Publicly-Owned Land-Ownership	Provide evidence that the Project is on land directly acquired from a state agency or any land declared as Surplus Land by a local agency as identified in §111 Quantitative Policy Scoring (b)(2)(C-D). For Projects on Surplus Land ONLY, provide an exempt surplus findings letter or standard surplus disposition findings letter from HCD. See §111 Quantitative Policy Scoring (b)(2)(D)(i).	Not Applicable
101. BMR Disposition	If Excess Land, provide evidence of below-market disposition of the site by a public agency. If Surplus or Exempt Surplus Land pursuing points for BMR disposition, provide evidence of below-market disposition of the site by a public agency. For public lands disposed of by the State pursuant to Executive Order N-06-19, submission of an Exclusive Negotiating Agreement or Lease Option Agreement entered into by the sponsor and the Department of General Services with the consent of the Department of Housing and Community Development is sufficient evidence of a land donation or equivalent.	Not Applicable
102. EFC AHD HRI1; EFC AHD HRI2; EFC AHD HRI3; etc.	Provide all commitment letters or other evidence documenting deferred payment permanent financing and operating subsidy commitments, plus Equity Investor if known at time of application.	Included
103. AD Commitment Letter	All proposals in partnership with a non-profit or locality must complete the AHSC Commitment Letter Template (available on AHSC Guidelines page) to describe how each program or activity will be implemented.	Included
104. Assessment Housing Needs	Optional: Applicants may submit the AHSC Anti Displacement Tool or reference the jurisdiction's housing element, other research, community feedback, or other existing documents to develop an assessment of the housing needs and displacement vulnerability for the communities overlapping the Project Area.	Included
105. Workforce Strategy A	Partnership with a Workforce Development Organization or a Workforce Development Board: Applicants must provide the following requested in §111 Quantitative Policy Scoring (e)(1)(A) and verifiable documentation in a letter jointly signed by the Applicant and the external organization.	Included
106. Workforce Strategy B	Project is bound by a Skilled and Trained Workforce Commitment: Applicants must provide the following requested in §111 Quantitative Policy Scoring (e)(1)(B) and verifiable documentation in a letter jointly signed by the Applicant and the external organization.	Included
107. Workforce Strategy C	Projects that have developed a Project Labor or Community Workforce Agreement: submit the information and verifiable documentation requested in §111 Quantitative Policy Scoring (e)(1)(C) in a letter jointly signed by the Applicant and external organization.	Not Applicable
108. Workforce Strategy D	Projects that are located in jurisdictions with Local Hire Ordinances: submit the information and verifiable documentation requested in §111 Quantitative Policy Scoring (e)(1)(D) in a letter.	Not Applicable

Narrative-Based Policy Scoring

109. Narrative Prompts	Provide a response to each prompt as outlined in the Narrative Prompts document. The responses must be uploaded as a PDF and must follow the stated word counts. See Narrative Scoring Rubric document for guidance in completing Narratives.	Included
110. Climate Matrix	AHSC Round 9 Climate Adaptation Assessment Matrix.	Included
111. Cal-Adapt Report	Provide Cal-Adapt Local Climate Change Snapshot Report. See Climate Matrix Table 1 for instructions on how to generate.	Included
112. CalEnviroscreen 4.0 Map	Provide CalEnviroscreen 4.0 Map displaying the indicators of the AHD site. See Climate Matrix Table 1 for instructions on how to generate.	Included
113. BAM Floodplain	Provide BAM Floodplain Information Printout. See Climate Matrix Table 1 for instructions on how to generate.	Included
114. Green Building Status	Provide a signed letter from the Project architect, energy analyst, and/or sustainability consultant stating the commitment to achieve green building status beyond State mandatory building code. Specify the Certification the AHD commits to. As available, applicants can list the adaptive measures from the Climate Matrix that are part of the preliminary score, prerequisite(s), and/or checklist for the Green Building status.	Included
115. Fire Hazard Severity Zone	Provide a screenshot of the Fire Hazard Severity Zone of the AHD. See Climate Matrix Table 1 for instructions on how to generate.	Included
116. Wildfire Risk Tool	Provide a screenshot of the Wildfire Risk of the community around the AHD. See Climate Matrix Table 1 for instructions on how to generate.	Included
117. OCOF Hazard Map	For Coastal Counties only, provide a screenshot of the Flooding and Maximum sea-level rise from the OCOF tool. See Climate Matrix Table 1 for instructions on how to generate.	Not Applicable
118. Cal-Heat Tool	Provide the Screenshot from the Cal-Heat Health Action Index. See Climate Matrix Table 1 for instructions on how to generate	Included
119. Community Tracker	Provide a completed AHSC Round 9 Community Engagement Tracker.	Included
120. Community Needs	Letter of support from local community-based, grassroots organization describing the community engagement process and how feedback from local residents was incorporated into the Project.	Included
121. Future Engagement	Optional: Submit supporting documentation to demonstrate future engagement with either a CBO or residents (i.e. any engagement plans, agreements, etc.). Can be included as part of the Community Needs upload if it is the same CBO.	Included
122. Local Planning Efforts	Applicants should link the relevant plans as available in Table 1 under “Local Planning Efforts” in the Narrative Prompts document. If a link is not available, then Applicants should provide a single PDF with the cover page of the plan and relevant pages of the plans referenced in the Local Planning Efforts Section.	Included
123. Site Plan	Provide the most current site plan.	Included

CARB GHG & Co-Benefits Quantification

124. AHSC Benefits Calculator Tool	Completed AHSC Benefits Calculator Tool, with worksheets applicable to the Project and all fields in the GHG Summary and Co-benefits Summary tabs populated.	Included
125. GHG Affordable Housing Inputs	Signed letter from the AHD Project Developer documenting inputs in the Affordable Housing Tab of the AHSC Benefits Calculator Tool. Follow this link for specific requirements and template.	Included
126. GHG Shared Mobility Inputs	Signed letter from shared mobility provider documenting inputs in the Shared Mobility Tab of the AHSC Benefits Calculator Tool. Follow this link for specific requirements and template.	Included
127. GHG Solar PV Inputs	Signed letter from licensed professional documenting inputs in the Solar PV Inputs Tab of the AHSC Benefits Calculator Tool and results from PVWatts Calculator. Follow this link for specific requirements and template.	Included
128. GHG Transit Inputs	Signed letter from transit agency documenting inputs in the Transit Inputs Tab of the AHSC Benefits Calculator Tool. Follow this link for specific requirements and template.	Included

Additional Documents

129. Service Amenity List	Projects that do not include Special Needs Units shall provide service amenities sufficient to achieve a minimum score of 7 points pursuant to TCAC Regulations, as set forth in CCR Title 4 Section 10325(c)(4)(B)List of service amenities qualifying for TCAC points, include service amenity name, number of service hours, and amount of TCAC points earned.	Included
130. AHD Appraisal	If land cost or value is included in the development budget, an appraisal report supporting the cost or value is required.	Included
131. Construction EFC	Provide all commitment letters or other evidence documenting construction financing commitments.	Included

132. Cert-Legal Explanation	Letter of Explanation(s) for Certification & Legal "Yes" answers, red shaded items, or as clarification deemed necessary by the Applicant(s) for information included in this application.	Included
133. LOE	Submit a letter of explanation providing details for all "Not Included" answers that are shaded red in the application.	Not Applicable

END OF DOCUMENT

Application Development Team (ADT) Support Form

V1 3/25/25

Please complete the "yellow" cells in the form below and email along with a copy of the application workbook to: **AHSC@hcd.ca.gov**. A member of the Application Development Team will respond to your request.

Full Name:		Date Requested:		Application Version Date:	3/25/25

Organization:		Email:		Contact Phone:	

Issue #	Sheet/Tab name	Section	Cell#	Describe the issue/error or suggestion	Urgency	ADT Status	Status Date
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

FINANCIAL SERVICES
GRANT MANAGEMENT
NEW AWARD FORM

Fill out this form in its entirety. Hover cursor over a line item to see more information.
Award & Grant Management Questions - GrantManagement@ontarioca.gov

1. Name of Award: Affordable Housing and Sustainable Communities (AHSC)

2. Description of Award: To partially fund Ontario Affordable Housing Phase II in order to support the development of 144 housing units at the northeast corner of Holt Blvd and Allyn Ave.

3. Award Start Date: 12/10/2025

4. Award End Date: 12/10/2030

5. Date Signed: 01/20/2026

6. Sponsor Award Reference number: 25-AHSC-18862

7. CDFA Number/Assistance Listing Number (Federal Awards Only): N/A

8. Is this a Subaward? ○ Yes ◉ No

9. Prime Sponsor (if Subaward): N/A

10. Bill-To-Sponsor: Department of Housing and Community Development

11. Bill-To Sponsor Address: 651 Bannon St, Ste 400 Sacramento, CA 95811

12. Amount Awarded by Sponsor: $9,000,649

13. Admin Fees Withheld: N/A (If none put N/A)

14. Is this Grant applicable for Indirect Cost? ○ Yes ○ No

15. Is Cost Share Required by Sponsor? ○ Yes ◉ No *(if "No" is selected, skip fields 16-17)*

16. Cost Share Amount: N/A

17. Cost Share Source: N/A

18. Funding Basis: Cost Reimbursable

19. Award Hierarchy: Select One

20. Workday Cost Center: HSG004

21. Workday Fund: 2021

22. Is this a Recurring Award? Yes

23. Does this Award have a Subrecipient? ○ Yes ○ No

24. Name of Subrecipient (if applicable): N/A

25. Fiscal Reporting Requirement: Quarterly

26. Grant Manager and Extension: Hannah Mac Kenzie, Ext 2753

27. Prepared By: Nicole Phillips Digitally signed by Nicole Phillips Date: 2026.01.06 12:53:20 -08'00'

28. Date: 01/06/2026

Add this form and the following documents to the Award's Attachments in Workday.

- **Grant Award Letter**
- **Grant Agreement**
- **Budget Change Request Form**
- **City Council Agenda Report** *(if the award is over $150,000)*
- **Any Additional Supporting Documentation**

HCD Final Project Report

Prepared By: Johnston Duckett, HCD Representative
Assigned SPOC: Johnston Duckett, HCD Representative

Project Report Date: 12/16/2025

Project Name: Ontario Affordable Housing Phase II
Project Address: 905, 935, and 957 East Holt Boulevard, Ontario CA 91761
Project County: San Bernardino

AKA - other Project name(s) for which this Project has applied for HCD funds in the past: N/A

APN(s): 1048-481-06 1048-481-07 1048-481-08 1048-481-28 1048-481-29
Census Tract(s): 6071001503

Development Type: New Construction
Type of tax credits: 4%
Anticipated CDLAC/TCAC application date: 2/1/2026

Construction Start Date: 12/1/2026
Construction Completion Date: 12/1/2028
Project has a previous HCD award, prior to 12/11/2024: No

Sponsor / Applicant Information

Sponsor / Applicant #1 Name: National Community Renaissance of California
Type Of Organization: a California nonprofit public benefit corporation
Authorized Representative: Mike Ruane, President
Sponsor / App #1 Address: 9692 Haven Avenue, Suite 100, Rancho Cucamonga, CA 91730

Sponsor / Applicant #2 Name: City of Ontario
Type Of Organization: Locality
Authorized Representative: Scott Ochoa, City Manager
Sponsor / App #2 Address: 303 East B Street, Ontario, CA 91764

Ultimate Borrower: NCRC Ontario 2 LP
Administrative General Partner 1: N/A
Managing General Partner: NCRC Ontario 2 MGP LLC
Architect: Onyx Architects
Property Management Agent: National Community Renaissance of California

Ultimate Site Control: Fee Title
Administrative General Partner 2: N/A
General Contractor: National Community Renaissance of California
Financial Consultant: Novogradac

HCD program(s) funding the proposed project	Total Funds Requested:	Amt. Per Assisted Unit:				
Affordable Housing Sustainable Communities (AHSC)	$30,803,123	$215,406	AHD	$20,968,594	HRI	$0
			STI	$9,000,649	PGM	$833,880

HCD Sources - **Total**: **$30,803,123**
Total Development **Cost**: **$101,614,512**
Total Cost Per Unit: **$705,656**
High Cost Analysis/HCD/ADJ. Basis Limit: **$174,923,828**

Project characteristics:

Project Design:	Mid-Rise (3-5 stories)	Total Residential Area (sq. ft.):	183,943	Parking Type:	Covered & Uncovered	Geographic Area:	Inland Southern CA
Number of Residential Bldgs:	2	Commercial Space:	No	Total Parking Spaces:	224	Rural:	No
Number of Stories:	4	Commercial Space (sq. ft.):	N/A	# of Guest Parking Spaces:	22	SH/SN:	No
Number of Elevators:	2	Community Room (sq. ft.):	2,642	# of Commercial Pk Spaces:	N/A	Senior Units:	No
Land Area (acres)[1]:	5.43	Leasing Office (sq. ft.):	1,598	# of Handicap Pk Spaces:	0	Market Rate Units:	No
Scattered Site:	No	Common Area (sq ft.): Interior Corridors, stairwells, lobbies, janitorial, and mechanical rooms.	46,038	Surplus Land:	No	COSR:	No
Factory Built Housing:	No	Other Uses (sq. ft.):		Public Excess Lands:	No	SSR:	No

Project summary:

Affordable Housing and Sustainable Communities (AHSC) Program - Affordable Housing Development (AHD)

Ontario Affordable Housing Phase II is a 144-unit new construction ICP Rental project with 16 one-bedroom, 68 two-bedroom, and 59 three-bedroom units serving households with incomes ranging from 30-60 percent of Area Median Income (AMI), and 1 three-bedroom manager unit. Each unit will have all standard appliances, air conditioning, and patios. On-site amenities include elevators, laundry room, community room, fitness room, community kitchen, picnic/barbeque area, swimming pool, computer room, and tot lot/playground. Off-site amenities, located within 1 mile of the project include parks, elementary schools, middle school, a grocery store, childcare centers, and a bank. The AHD is designed to achieve at minimum LEED Gold and addresses climate change factors such as heat, increased episodes of precipitation, and poor air quality.

Resident Services provided by Hope through Housing Foundation (HTHF) will include after-school programs that support high school graduates and adult learning by offering college and career development, teen initiatives, and scholarship opportunities. Additionally, offering financial education, employment assistance, and job coaching. HTHF will also provide physical and mental health education, review available benefits, offer utility assistance, and nutritional food programs.

Project will provide 72 secure overnight bicycle parking spots to comply with AHSC Round 9 Guideline Section 102(d)(10).

The verified net density for the Project is 26.51 units per acre which complies with AHSC Round 9 Guideline Section 102(d)(7). See attached Exhibit A-2 for certified letter confirming net density at the time of award.

Project is served by the Qualifying Transit at the Holt Boulevard at Allyn Avenue transit station/stop located no greater than one-half mile from the Affordable Housing Development at the time of application. This complies with AHSC Round 9 Guideline Section 102(c)(2).

This project is located in the City of Ontario that has submitted their two previous housing element annual progress reports to the Department. This complies with AHSC Round 9 Guideline Section 103.1(f)(6).

Project complies with AB 680 Project Standards, by project-level exemption (E) Creates 100% affordable housing units per AHSC Round 9 Guideline Section 115(b)(1).

GHG Reductions (MTCO2e) at time of award as reviewed by CARB is 7,893.

Total AHD loan amount requested $20,968,594

Sustainable Transportation Infrastructure (STI)

STI component number one will construct the Grove Avenue Trail Connector (GATC) – A Class I bi-directional bicycle path parallel to Grove Avenue between 4th Street to Holt Boulevard, totaling 2.28 lane miles (1.14 miles in each direction). Additionally, the project will include a new 1,286-ft. walking path at Grove Memorial Park that runs parallel to the bicycle path (between I St. and G St.). This walkway is separated from the bicycle facilities and establishes new pedestrian walkways where none existed before.

STI component number two will repair sidewalks and install ADA, safety, and traffic calming features along roughly 2,735 linear feet along Allyn Avenue from G Street to D Street. Proposed improvements include repainting crosswalks, sidewalk and curb repairs, curb extension, additional signage, advanced safety signals, and traffic calming measures.

STI component number three will install ten (10) new bus shelters. The City will build or expand the concrete pads and Omnitrans will install the shelters purchased from a local supplier. The chosen bus stops are Holt at Imperial WB FS, Holt at Bon View EB FS, Holt at Cucamonga WB LAT, Campus at D St NB FS, Campus at G St NB FS, Campus at F St SB FS, Campus at E St NB FS, Holt at Walker WB LAT, Holt at Walker EB NS, and Mission at Campus EB NS. These improvements are detailed in the Project Area Map.

STI component number four proposes Omnitrans plans to implement Sunday service on the sbX Green Line.

Total STI grant funds requested $9,000,649

Program Costs (PGM)

PGM number one will provide each AHD household one Omnitrans transit pass for three years.

PGM number two OntarioNet will provide high speed broadband internet service to all Assisted Units in the Affordable Housing Development. This program will be provided for a minimum of three years, free of charge to the tenants, and available within six months of the AHD's placed-in-service date.

PGM number three Neighborhood Partnership Council (NPC) will facilitate the co-development of a Neighborhood-Scale Anti-Displacement Plan using its NPC model. The approach will center resident voice in planning, using structured engagement to design locally owned solutions that respond to rising housing costs, overcrowding, aging housing stock, and cost burdens. Activities include listening sessions, community ownership models, housing preservation, foreclosure prevention and rent burden mitigation strategies.

PGM number four will implement a Workforce Development program provided by Operation New Hope (ONH). ONH will provide case management services, workforce development, and life skills training. ONH aims to alter this path and engage disconnected youth in programs that cultivate cognitive skills, life skills, work ethics, and career pathways skills.

PGM number five Launch Apprenticeship Network will work together with National Community Renaissance of California (NCRC) to facilitate Launch Apprenticeship Navigators Program. The Launch Apprenticeship Network is a program of the Foundation for California Community Colleges. The Apprenticeship System Navigator Program is geared toward navigators recruiting members of the community for the Apprenticeship 101 boot camp program.

Total PGM grant funds requested $833,880

Description of Site Control:

The Project as submitted complies with UMR 8303 site control requirements as of the award date of December 10, 2025. Site control must be in the name of the Sponsor, or an entity controlled by the Sponsor. The Sponsors, National Community Renaissance of California and City of Ontario, submitted a preliminary title report (PTR) that was produced by Fidelity National Title dated May 13, 2025. The PTR identifies Ontario Housing Authority, a public body corporate and public as the vested owner.

The Sponsor(s) submitted a Disposition and Development Agreement (DDA) dated December 17, 2024. It is between the Ontario Housing Authority (owner per title) as the (Authority), and National Community Renaissance of California (Sponsor/Applicant) as the (developer).

Therefore, the Department has verified the Sponsor has Site Control of the proposed Project.

See attached Exhibit A-1 for the legal description at the time of award.

Notes:

1. The Net Density letter, Attachment 123, is based on the net density of the Project after qualified deductions were accounted for. As shown on the Project Overview Tab of the Project workbook (row 385) there were approximately 12,969 square feet of site area dedicated to public sidewalks that were deducted from the 5.73 total acres. This deduction accounts for the 0.3 acre difference.

Construction Period Funding:

Source (in lien priority order)	Lien	Status	Amount	Terms
Tax Exempt Bond	1	Committed	$51,900,374	33 mos. @ 6.56%, Interest Only
Taxable Construction Loan	2	Committed	$3,929,408	33 mos. @ 6.56%, Interest Only
City of Ontario Land Acquisition Loan	4	Committed	$7,100,000	660 mos. @ 1.00% Deferred
City of Ontario Loan	3	Committed	$14,400,000	660 mos. @ 3.00%, Deferred
Accrued and Deferred Soft Interest	N/A	N/A	$1,279,250	N/A
Deferred Developer Fees	N/A	N/A	$1,000,000	N/A
Costs Deferred to Permanent Loan Closing[4]	N/A	N/A	$1,048,435	N/A
Developer Fee Contribution[3]	N/A	N/A	$8,346,770	N/A
GP Equity	N/A	N/A	$100	N/A
Tax Credit Equity[1]	N/A	N/A	$12,610,175	N/A
		Total	$101,614,512	

Permanent Period Funding:

Source (in lien priority order)	Lien	Status	Amount	Terms
Tax Exempt Bond Loan	1	Committed	$6,485,881	30 yrs. @ 6.68%, Amortized 30/17[2]
HCD - (AHSC) Program - Loan	2	Not Committed	$20,968,594	55 yrs. @ 3.00%, Residual Receipts
City of Ontario Land Acquisition Loan	4	Committed	$7,100,000	55 yrs. @ 1.00%, Residual Receipts
City of Ontario Loan	3	Committed	$14,400,000	55 yrs. @ 1.00%, Residual Receipts
Accrued and Deferred Soft Interest	N/A	N/A	$1,279,250	N/A
Deferred Developer Fees	N/A	N/A	$1,000,000	N/A
Developer Fee Contribution[3]	N/A	N/A	$8,346,770	N/A
GP Equity	N/A	N/A	$100	N/A
Tax Credit Equity[1]	N/A	N/A	$42,033,917	N/A
		Total	$101,614,512	

NOTES:

1. Tax Credit Equity based on $0.89 for Federal and $0.82 for state per one dollar of tax credit.
2. Balloon payments are not allowed, except as provided for pursuant to UMR section 8310(f). (See Special Condition #11)
3. The amount reflected as Developer Fee Contribution may ultimately be a combination of contribution and deferred developer fee, in accordance with CTCAC Regulations 10327(c)(B).
4. Costs deferred to Permanent Loan Closing includes Operating Reserve, Perm Financing Costs, and Capitalized Developer Fee

Unit Mix

									Population Type(s)			Other HCD Assisted	
	AMI for County of San Bernardino:					(4 person household):		$97,500					
	SMI for California State:					(4 person household):		$118,100					
Unit type	# of Bdrms.	Income Limit	# of Units	Total Restricted	Max. Gross Rent	Less Utility Allowance	Maximum Net Rent	Proposed Net Rent			AHSC Assisted Units		
Rental	1	30%	10	10	$576	$10	$566	$566			10		
Rental	1	50%	4	4	$961	$10	$951	$951			4		
Rental	1	60%	2	2	$1,153	$10	$1,143	$1,143			2		
Rental	2	30%	20	20	$691	$13	$678	$678			20		
Rental	2	50%	20	20	$1,152	$13	$1,139	$1,139			20		
Rental	2	60%	28	28	$1,383	$13	$1,370	$1,370			28		
Rental	3	30%	6	6	$799	$17	$782	$782			6		
Rental	3	50%	25	25	$1,332	$17	$1,315	$1,315			25		
Rental	3	60%	28	28	$1,599	$17	$1,582	$1,582			28		
	3	Manager	1				$0	$0					
		Totals:	144	143	$9,646	$120	$9,526	$9,526	0	0	143	0	0
		Avg. Bedrooms Per Unit:		2.31									
		Average AMI:		49.02%									
		AHSC Average Affordability:		49.02%									

Utility Allowance: California Energy Commission letter dated May 21, 2025. Letter indicates $12.04 for 1 bedroom allowance but the application has rounded up to $13. Cash flow is reflecting $24 different on Restricted Unit Rents income.

Total Annual Rental Subsidy Amount: $0

Project Based Rental Subsidy: N/A

Total Operating Subsidy:	$0	**Total 1st Year Disbursement:**	$0
Source of Operating Subsidy:	N/A		

Operating Subsidy: N/A

Notes:

Feasibility Analysis:

Sponsor / Applicant Experience:

National Community Renaissance of California (NCRC) was first organized in 1992. NCRC development experience includes 35 years overseeing the development of 80 projects, comprising a total of 190 units placed-in-service (PIS). The completed projects include Vista Verde and Mission Cove Phase I which are New Construction Family projects, similar to the proposed Ontario Affordable Housing Phase II.

Vista Verde is located in Ontario, CA. It is an affordable housing development regulated by TCAC. The AHD is three floors, has 100 Restricted Units, and a total of 101 Units. The project was placed in service June, 2021.

Mission Cove Phase I is located in Oceanside, CA. It is an affordable housing development regulated by TCAC. The AHD is three floors, has 89 Restricted Units, and a total of 90 Units. The project was placed in service December, 2017.

NCRC has also demonstrated that it has the capacity to acquire, develop and control the AHD. NCRC has a dedicated office located at 9692 Haven Avenue, Suite 100, Rancho Cucamonga, CA 91730. NCRC has adequate staff and assets to meet the development and operational needs of the AHD, does not rely on another entity, and will perform a substantial management role in the borrowing entity from time of award through the full term of the Department Regulatory Agreement, including the substantial management duties set forth in UMR Section 8313.2.

This complies with AHSC Round 9 Guideline Sections 103 (f), (g) and (i).

Market Info:

A Market Study dated May 23, 2025 was prepared by NOVOGRADAC which defines the primary market area (PMA) as the northwest portion of Ontario, as well as the southern portion of Upland. The study indicates an overall vacancy rate of 2.3 within the PMA. For income-restricted housing the vacancy rate is 0.6% and high demand. With the demand calculated at 2,244 and an overall capture rate of 6.4 percent, the project is expected to achieve full occupancy within 5 months after completion. Target Populations include: Large Families.

Unit Type (Bdrms)	Market Rent	Max. Project Rent	Difference	Percent of Market
1	$1,852	$1,143	$709	62%
2	$2,306	$1,370	$936	59%
3	$3,709	$1,582	$2,127	43%

Environmental Risks:

A Phase I Site Assessment dated September 27, 2024 was prepared by EFI Global (EFI) in accordance with ASTM Standard E1527-21, which found evidence of a former gasoline and oil station. Conclusion: The assessment did identify several Potential Areas Of Concern (PAOC) and recommended a Phase II Limited Subsurface Assessment.

A Phase II Limited Subsurface Assessment dated November 24, 2024 was prepared by FI Global and based on the results of this investigation, evidence of a significant release impacting human health or groundwater from the former gas station operations was not identified in the samples analyzed. However, there may be evidence of an Underground Storage Tank (UST) remaining at the Site. EFI recommends confirming the presence or absence of the suspected UST (in the vicinity of former 957 E. Holt Blvd. gas station) by excavating within the area.

EFI Global conducted their Exploratory Excavation on January 22, 2025 and sent a Exploratory Excavation Technical Memorandum on February 10, 2025 to the Sponsor which found no evidence of any existing USTs at 957 East Holt Boulevard. No further investigation is warranted regarding the suspected UST/USTs identified in the Phase I ESA. Additionally, no significant environmental concerns were identified in association with the brick features encountered during the exploratory excavation.

Relocation:

Based upon initial review of Phase I Site Assessment dated September 27, 2024, Appraisal dated April 3, 2025, and a Market Study dated May 23, 2025 staff have confirmed land is vacant; Documents, including Phase I, Appraisal, and Market Study will be submitted to HCD's Legal Affairs Division for review and determination regarding relocation. (See Special Condition #7)

Development Budget

USES OF FUNDS	Total Project Costs	Residential Cost	Commercial Costs	30% PVC for New Const/Rehab	30% PVC for Acquisition	Comments and explanation of basis changes
LAND COST/ACQUISITION						
Land Cost or Value	$7,100,000	$7,100,000	$0			
Demolition	$0	$0	$0			
Legal	$30,000	$30,000	$0			
Land Lease Rent Prepayment	$0	$0	$0			
Total Land Cost or Value	**$7,130,000**	**$7,130,000**	**$0**			
Existing Improvements Cost or Value	$0	$0	$0		$0	
Off-Site Improvements	$1,534,626	$1,534,626	$0	$1,534,626	$0	
Total Acquisition Cost	**$1,534,626**	**$1,534,626**	**$0**		**$0**	
Total Land Cost / Acquisition Cost	**$8,664,626**	**$8,664,626**	**$0**			
Predevelopment Interest/Holding Cost	$30,000	$30,000	$0	$30,000	$0	
Assumed, Accrued Interest on Existing Debt (Rehab/Acq)	$0	$0	$0	$0	$0	
Excess Purchase Price Over Appraisal	$0	$0	$0			
REHABILITATION						
Total Rehabilitation Costs	**$0**	**$0**	**$0**	**$0**	**$0**	
RELOCATION						
Total Relocation Expenses	**$0**	$0	$0	$0	$0	
NEW CONSTRUCTION						
Site Work	$9,144,000	$9,144,000	$0	$9,144,000	$0	
Structures	$40,289,849	$40,289,849	$0	$40,289,849	$0	
General Requirements	$3,922,704	$3,922,704	$0	$3,922,704	$0	
Contractor Overhead	$1,681,159	$1,681,159	$0	$1,681,159	$0	
Contractor Profit	$2,241,546	$2,241,546	$0	$2,241,546	$0	
Prevailing Wages	$5,070,151	$5,070,151	$0	$5,070,151	$0	
General Liability Insurance	$958,261	$958,261	$0	$958,261	$0	
Total New Construction Costs	**$63,307,670**	**$63,307,670**	**$0**	**$63,307,670**	**$0**	
ARCHITECTURAL FEES						
Design	$700,000	$700,000	$0	$700,000	$0	
Supervision	$300,000	$300,000	$0	$300,000	$0	
Total Architectural Costs	**$1,000,000**	**$1,000,000**	**$0**	**$1,000,000**	**$0**	
Total Survey & Engineering	**$350,000**	**$350,000**	**$0**	**$350,000**	**$0**	
CONSTRUCTION INTEREST & FEES						
Construction Loan Interest	$5,035,847	$5,035,847	$0	$3,204,629	$0	
Origination Fee	$558,298	$558,298	$0	$355,281	$0	
Title & Recording	$120,000	$120,000	$0	$120,000	$0	
Taxes	$88,750	$88,750	$0	$88,750	$0	
Insurance	$350,300	$350,300	$0	$350,300	$0	
Construction Closing Legal	$125,000	$125,000	$0	$125,000	$0	
Total Construction Interest & Fees	**$6,278,195**	**$6,278,195**	**$0**	**$4,243,960**	**$0**	
PERMANENT FINANCING						
Loan Origination Fee	$64,859	$64,859				
Credit Enhancement/Application Fee	$549,088	$549,088				
Title & Recording	$10,000	$10,000	$0			
Taxes	$0	$0	$0			Included in construction taxes.
Insurance	$0	$0	$0			Included in construction insurance.
Legal - Perm Closing	$20,000	$20,000	$0			
Bond Performance Contingency + TFRA Fee	$83,500	$83,500	$0			
Total Permanent Financing Costs	**$727,447**	**$727,447**	**$0**			
Subtotals Forward	**$80,357,938**	**$80,357,938**	**$0**	**$70,466,256**	**$0**	

USES OF FUNDS	Total Project Costs	Residential Cost	Commercial Costs	30% PVC for New Const/Rehab	30% PVC for Acquisition	Comments and explanation of basis changes
LEGAL FEES						
Legal Paid by Applicant	$100,000	$100,000	$0	$100,000	$0	
Organization Of the Partnership	$10,000	$10,000	$0	$0	$0	
Syndication	$40,000	$40,000	$0	$0	$0	Costs charged by the investor/ syndicator for the due diligence and legal fees.
Bond Counsel	$80,000	$80,000	$0	$0	$0	
Total Attorney Costs	**$230,000**	**$230,000**	**$0**	**$100,000**	**$0**	
RESERVES						
Operating Reserve	$434,826	$434,826	$0			
Total Reserve Costs	**$434,826**	**$434,826**	**$0**			
CONTINGENCY COSTS						
Construction Hard Cost Contingency	$3,260,865	$3,260,865		$3,260,865	$0	
Soft Cost Contingency	$626,443	$626,443	$0	$626,443	$0	
Total Contingency Costs	**$3,887,308**	**$3,887,308**	**$0**	**$3,887,308**	**$0**	
OTHER PROJECT COSTS						
TCAC App	$108,270	$108,270	$0			
Environmental Audit	$85,000	$85,000		$85,000	$0	
Local Development Impact Fees	$2,160,000	$2,160,000		$2,160,000	$0	
Permit Processing Fees	$504,000	$504,000	$0	$504,000	$0	
Capital Fees	$65,750	$65,750	$0	$0	$0	
Marketing	$50,000	$50,000	$0			Groundbreaking and Grand Opening events, advertising and supplies for lease-up related community outreach meetings.
Furnishings	$50,400	$50,400	$0	$50,400	$0	All Site furnishings, including leasing offices, community room, computer labs, pool/open area furnishings, supplies/tool for the set up of the maintenance shop.
Market Study	$15,000	$15,000	$0	$0	$0	
Accounting/Reimbursable	$25,000	$25,000	$0	$0	$0	
Appraisal Costs	$15,000	$15,000	$0	$15,000	$0	
Broadband Readiness	$100,000	$100,000	$0	$100,000	$0	Includes costs associated with the engineering and design of the infrastructure, permitting, installation, and the physical equipment that is located throughout the property.
Construction Management	$0	$0	$0	$0	$0	NCRC is a developer and General Contractor, doesn't use third party Construction Manager.
Prevailing Wage Monitoring	$150,000	$150,000	$0	$150,000	$0	
Accrued and Deferred Soft Interest	$1,279,250	$1,279,250	$0	$1,279,250	$0	
Lead Consultant	$60,000	$60,000	$0	$60,000	$0	
Soils & Survey	$65,000	$65,000	$0	$65,000	$0	$40,000 for pre- and post--construction ALTA surveys. $25,000 for geotechnical reports.
Inspections	$75,000	$75,000	$0	$75,000	$0	See Footnote 1.
Environemental Remediation	$0	$0	$0	$0	$0	See Footnote 2.
Total Other Costs	**$4,807,670**	**$4,807,670**	**$0**	**$4,543,650**	**$0**	
SUBTOTAL PROJECT COST	**$89,717,742**	**$89,717,742**	**$0**	**$78,997,214**	**$0**	

USES OF FUNDS	Total Project Costs	Residential Cost	Commercial Costs	30% PVC for New Const/Rehab	30% PVC for Acquisition	Comments and explanation of basis changes
DEVELOPER COSTS						
Developer Overhead/Profit	$11,846,770	$11,846,770	$0	$11,846,770	$0	
Consultant/Processing Agent	$50,000	$50,000	$0	$0	$0	
Project Administration	$0	$0	$0	$0	$0	
Broker Fees Paid to a Related Party	$0	$0	$0	$0	$0	
Construction Oversight by Developer	$0	$0	$0	$0	$0	
Total Developer Costs	**$11,896,770**	**$11,896,770**	**$0**	**$11,846,770**	**$0**	
TOTAL PROJECT COST	**$101,614,512**	**$101,614,512**	**$0**	**$90,843,984**	**$0**	

Eligible Basis:	**$90,843,984**	**$0**
Total Eligible Basis:		**$90,843,984**

	DF 2025
Total Developer Fee (equals Total Developer Costs above):	$11,896,770
Total Developer Fee paid from development funding sources:	$2,550,000
Deferred Developer Fee payable on a priority basis from available Cash Flow:	$1,000,000
Deferred Developer Fee payable from allowable 50% Distribution:	$0
Developer Fee Contributed as Capital:	$8,346,770

Notes:

1. Inspections: Include staking and construction inspections that are the ongoing costs to the consultants during the construction phase: monthly staking by the civil engineer, soil inspections to the geotechnical engineer and deputy inspections required for various activities associated with construction.

2. No environmental remediation. EFI's opinion that no further investigation is warranted regarding the suspected UST/USTs identified in the Phase I ESA. Based on this, no budget for remediation was included in the AHSC Workbook under the Dev Budget or Sources and Uses Tabs. The 2025 Exploratory Excavation Technical Memorandum prepared by EFI Global can be provided upon request.

Operating Budget

EMPLOYEE INFORMATION

No.	FTE	Employee Job Title	Salary / Wages	Value of Free Rent	Unit / Year	Unit/Year/Mo
1	1.00	On-Site Manager(s)	$75,000	$0	$521	$43
1	0.10	Supportive Services Staff Supervisor(s)	$7,500		$52	$4
1	1.00	Supportive Services Coordinator, On-Site	$75,000		$521	$43
1	1.00	On-Site Maintenance Employee(s)	$69,000	$0	$479	$40
Total Salaries and Value of Free Rent Units			$226,500	$0	$1,573	$131
6711		Payroll Taxes	$18,400	Show free rent as an expense?		
6722		Workers Compensation	$6,400			
6723		Employee Benefits	$18,400			
Employee(s) Payroll Taxes, Workers Comp. & Benefits			$43,200			
Total Employee(s) Expenses			$269,700			

EMPLOYEE UNITS

Income Limit	Job Title(s) of Employee(s) Living On-Site	Unit Type (No. of bdrms.)	Square Footage
None	On-Site Assistant Manager(s)	3	1,080
Total Square Footage			1,080

ANNUAL OPERATING BUDGET

Acct. No.	Revenue - Income	Restricted Residential	Commercial	Unit/Year	Unit/Year/Mo
	Rent Revenue - Gross Potential		$0		
5120/5140	Restricted Unit Rents	$2,019,780		$14,026	$1,169
	Unrestricted Unit Rents	$0		$0	$0
5121	Tenant Assistance Payments				
	VASH Subsidy	$0		$0	$0
	PBV Section 8 Subsidy	$0		$0	$0
	(Specify Subsidy)	$0		$0	$0
	Operating Subsidy: N/A	$0		$0	$0
5910	Laundry and Vending Revenue	$8,611		$60	$5
5170	Garage and Parking Spaces	$0	$0	$0	$0
Gross Potential Income (GPI)		**$2,028,391**	**$0**	**$14,086**	**$1,174**
	Vacancy Rate: Restricted Units	5.0%		$0	$0
	Vacancy Rate: Unrestricted Units	5.0%		$0	$0
	Vacancy Rate: Tenant Assistance Payments	5.0%		$0	$0
	Vacancy Rate: Laundry & Vending & Other Income	5.0%		$0	$0
	Vacancy Rate: Commercial Income		50.0%		
5220/5240	Vacancy Loss(es)	$101,420	$0	$704	$59
Effective Gross Income (EGI)		$1,926,971	$0	$13,382	$1,115

	Administrative Expenses: 6200/6300				
6210	Advertising and Marketing	$3,600	$0	$25	$2
6310	Office/Administrative Salaries -- from above	$0	$0	$0	$0
6311	Office Expenses[8]	$0	$0	$0	$0
6312	Office or Model Apartment Rent	$0	$0	$0	$0
6320	Management Fee[1]	$129,600	$0	$900	$75
6330	Site/Resident Manager(s) Salaries -- from above	$75,000	$0	$521	$43
6331	Administrative Free Rent Unit -- from above	$0	$0	$0	$0
6340	Legal Expense -- Project	$10,800	$0	$75	$6
6350	Audit Expense	$20,000	$0	$139	$12
6390	Miscellaneous Administrative Expenses[8]	$57,600	$0	$400	$33
6263T	**Total Administrative Expenses**	$296,600	$0	$2,060	$172
	Utilities Expenses: 6400	**Residential**	**Commercial**	**Unit/Year**	**Unit/Year/Mo**
6450	Electricity	$57,600	$0	$400	$33
6451	Water	$46,400	$0	$322	$27
6452	Gas	$0	$0	$0	$0
6453	Sewer	$40,000	$0	$278	$23
	Internet[2]	$36,000	$0	$250	$21
6400T	**Total Utilities Expenses**	$180,000	$0	$1,250	$104
	Operating and Maintenance Expenses: 6500	**Residential**	**Commercial**	**Unit/Year**	**Unit/Year/Mo**
6510	Payroll -- from above	$69,000	$0	$479	$40
6515	Supplies[3]	$36,000	$0	$250	$21
6520	Contracts[4]	$129,600	$0	$900	$75
6521	Operating & Maintenance Free Rent Unit -- from above	$0	$0	$0	$0
6525	Garbage and Trash Removal	$36,000	$0	$250	$21
6530	Security Contract[5]	$43,200	$0	$300	$25
6531	Security Free Rent Unit -- from above	$0	$0	$0	$0
6546	Heating/Cooling Repairs and Maintenance	$36,000	$0	$250	$21
6500T	**Total Operating and Maintenance Expenses**	$349,800	$0	$2,429	$202
	Taxes and Insurance: 6700	**Residential**	**Commercial**	**Unit/Year**	**Unit/Year/Mo**
6710	Real Estate Taxes	$21,600	$0	$150	$13
6711	Payroll Taxes (Project's Share) -- from above	$18,400	$0	$128	$11
6720	Property and Liability Insurance (Hazard)	$150,045	$0	$1,042	$87
6722	Worker's Compensation -- from above	$6,400	$0	$44	$4
6723	Health Insurance/Other Employee Benefits--from above	$18,400	$0	$128	$11
6700T	**Total Taxes and Insurance**	$214,845	$0	$1,492	$124
	Supportive Services Costs: 6900	**Residential**	**Commercial**	**Unit/Year**	**Unit/Year/Mo**
6990	Staff Supervisor(s) Salaries - from above	$7,500	$0	$52	$4
6990	Services Coordinator Salaries, On-Site - from above	$75,000	$0	$521	$43
6990	Supplies[6]	$10,165	$0	$71	$6
6900T	**Total Supportive Services Costs**	$92,665	$0	$644	$54
	Total Operating Expenses	$1,133,910	$0	$7,874	$656

	Funded Reserves: 7200	**Residential**	**Commercial**	**Unit/Year**	**Unit/Year/Mo**
7210	Required Replacement Reserve Deposits	$72,000	$0	$500	$42
	Total Reserves	$72,000	$0	$500	$42
	Ground Lease	**Residential**	**Commercial**	**Unit/Year**	**Unit/Year/Mo**
	Ground Lease	$0	$0	$0	$0
	Total Ground Lease	$0	$0	$0	$0
	Net Operating Income	$721,061	$0	$5,007	$417

	Financial Expenses: 6800	Residential	Commercial	Unit/Year	Unit/Year/Mo
6820	1st Mortgage Debt Service	$501,191	$0	$3,480	$290
6890	HCD (AHSC) .42% Debt Service Fee	$88,068	$0	$612	$51
6890	Bond Issuer Fee	$11,357	$0	$79	$7
6890	City of Ontario Annual Fee[7]	$7,776	$0	$54	$5
6800T	**Total Financial Expenses**	$608,392	$0	$4,225	$352
	Cash Flow	$112,669	$0	$782	$65
7190	Asset Management/Similar Fees	$27,500	$0	$191	$16

Total Operating Expenses Per Unit	Per Year	Per Month		
Without any Adjustments	$7,874	$656	Req. OR - Tax Credit Project:	$434,826
With the Value of Rent-Free Units Included	$7,874	$656		
Without RE Taxes, Social Services Coordinator or Social Services/Social Programs and With the Value of Rent Fee Units Included	$7,081	$590	Req. OR - no Tax Credits:	$579,767

Reserves:

OPERATING: The $434,826 capitalized in the Development Budget meets the required Operating Reserve amount of $434,826 per UMR Section 8308 (for tax credit project - three months of Operating Expenses, three months of Replacement Reserves, and three months of non-contingent debt service).

REPLACEMENT: Development Budget - HCD does not require a capitalized replacement reserve. Annual Operating Budget - Per UMR Sec. 8309(b)(1), the initial amount of annual deposits to the replacement reserve account shall be equal to at least 0.6% of estimated construction costs associated with structures or $500 per unit ($72,000) with which this Project complies.

TCAC MINIMUM OPERATING COSTS: Ontario Affordable Housing Phase II operating expense per unit per year is $7,081 which exceeds TCAC's minimum Operating Expenses of $5,200. Operating expenses in this calculation exclude real estate taxes and assessments and any annual reserves funded from operating cash flow. Sponsor has provided the following operating expense comparables, Vista Verde average PUPY $7,985, Mission Cove Family average PUPY $11,415, and Rancho Workforce Housing Partners average PUPY of $17,263, which support the higher Per Unit Per Year (PUPY) for the proposed project.

Notes:

1. Management fee assumes a property management fee of $900 per unit for a total of $129,600 annually. The Management Fee includes all costs for the services for the leasing and management of the property, including all bookkeeping/accounting services for preparation of financial records. Property Management Agent is National Community Renaissance of California.
2. Internet is to cover the annual internet and phone contacts required to provide National Community Renaissance property management staff and community spaces with service to operate the property. $150,000 on program budget for Broadband is $50,000 cost to provide service and $100,000 engineering, design, permitting, installation and physical equipment.
3. Supplies estimates $250 per unit annually to cover including but not limited to, the parts, tools and labor related to painting, unit repair, appliance repair, hardware repairs, locks & keys, lighting fixtures, HVAC repairs, vehicle maintenance, as well as the common area maintenance for the shared parking areas, open areas and outdoor amenities.
4. Contracts Expense includes contracts for exterminating services, landscape/grounds maintenance, elevator maintenance, fire prevention and pool maintenance for the 5.43-acre property.
5. Security Contract expense includes ongoing property security provided by a third-party company which includes 24/7 camera monitoring of the property as well as regular site visits.
6. Supportive Service/Supplies $70 per unit annually to cover various supplies to operate the resident services programs that will be offered by the Hope through Housing Foundation.
7. City of Ontario Annual fee of $54 per unit to cover the City's administrative costs to monitor and regulate the affordable housing units. It is one fee that covers both the Land Acquisition Loan and the Project Loan.
8. Miscellaneous Administrative Expenses include Office Expenses, telephone/cable/communication for property management, computer supplies/licenses, mileage, postage, office supplies, office equipment rental, employee trainings, property compliance etc.

Cash Flow Analysis

Is Income from Restricted Units based on Restricted or Proposed Rents? **Restricted Rents**

INCOME FROM HOUSING UNITS	Inflation	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Restricted Unit Rents	2.5%	$2,019,780	$2,070,275	$2,122,031	$2,175,082	$2,229,459	$2,285,196	$2,342,326	$2,400,884	$2,460,906	$2,522,428	$2,585,489	$2,650,126	$2,716,380	$2,784,289	$2,853,896
Unrestricted Units	2.5%	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
GROSS POTENTIAL INCOME - HOUSING		$2,019,780	$2,070,275	$2,122,031	$2,175,082	$2,229,459	$2,285,196	$2,342,326	$2,400,884	$2,460,906	$2,522,428	$2,585,489	$2,650,126	$2,716,380	$2,784,289	$2,853,896

OTHER INCOME		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Laundry & Vending	2.5%	$8,611	$8,826	$9,047	$9,273	$9,505	$9,743	$9,986	$10,236	$10,492	$10,754	$11,023	$11,298	$11,581	$11,870	$12,167
Commercial Income	2.5%	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
GROSS POTENTIAL INCOME - OTHER		$8,611	$8,826	$9,047	$9,273	$9,505	$9,743	$9,986	$10,236	$10,492	$10,754	$11,023	$11,298	$11,581	$11,870	$12,167
GROSS POTENTIAL INCOME - TOTAL		$2,028,391	$2,079,101	$2,131,078	$2,184,355	$2,238,964	$2,294,938	$2,352,312	$2,411,119	$2,471,397	$2,533,182	$2,596,512	$2,661,425	$2,727,960	$2,796,159	$2,866,063

VACANCY ASSUMPTIONS		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Restricted Units	5.0%	$100,989	$103,514	$106,102	$108,754	$111,473	$114,260	$117,116	$120,044	$123,045	$126,121	$129,274	$132,506	$135,819	$139,214	$142,695
Unrestricted Units	5.0%	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Laundry/Vending/Other Income	5.0%	$431	$441	$452	$464	$475	$487	$499	$512	$525	$538	$551	$565	$579	$594	$608
Commercial Income	50.0%	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL VACANCY LOSS		$101,420	$103,955	$106,554	$109,218	$111,948	$114,747	$117,616	$120,556	$123,570	$126,659	$129,826	$133,071	$136,398	$139,808	$143,303
EFFECTIVE GROSS INCOME		$1,926,971	$1,975,146	$2,024,524	$2,075,137	$2,127,016	$2,180,191	$2,234,696	$2,290,564	$2,347,828	$2,406,523	$2,466,686	$2,528,354	$2,591,562	$2,656,351	$2,722,760

OPERATING EXPENSES & RESERVE DEPOSITS		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Residential Exp. (w/o Real Estate Taxes & Sup. Services)	3.5%	$1,019,645	$1,055,333	$1,092,269	$1,130,499	$1,170,066	$1,211,018	$1,253,404	$1,297,273	$1,342,678	$1,389,671	$1,438,310	$1,488,651	$1,540,754	$1,594,680	$1,650,494
Real Estate Taxes	2.0%	$21,600	$22,032	$22,473	$22,922	$23,381	$23,848	$24,325	$24,812	$25,308	$25,814	$26,330	$26,857	$27,394	$27,942	$28,501
Supportive Services Costs	2.5%	$92,665	$94,982	$97,356	$99,790	$102,285	$104,842	$107,463	$110,150	$112,903	$115,726	$118,619	$121,585	$124,624	$127,740	$130,933
Required Replacement Reserve Deposits	0.0%	$72,000	$72,000	$72,000	$72,000	$72,000	$72,000	$72,000	$72,000	$72,000	$72,000	$72,000	$72,000	$72,000	$72,000	$72,000
Ground Lease	2.0%	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Commercial Expenses	3.5%	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL EXPENSES & RESERVES		$1,205,910	$1,244,346	$1,284,098	$1,325,211	$1,367,731	$1,411,708	$1,457,192	$1,504,234	$1,552,889	$1,603,211	$1,655,259	$1,709,092	$1,764,772	$1,822,362	$1,881,928
NET OPERATING INCOME		$721,061	$730,800	$740,426	$749,927	$759,284	$768,483	$777,504	$786,329	$794,939	$803,312	$811,427	$819,261	$826,791	$833,990	$840,832

DEBT SERVICE	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
1st Mortgage Debt Service	$501,191	$501,191	$501,191	$501,191	$501,191	$501,191	$501,191	$501,191	$501,191	$501,191	$501,191	$501,191	$501,191	$501,191	$501,191
HCD (AHSC) .42% Debt Service Fee	$88,068	$88,068	$88,068	$88,068	$88,068	$88,068	$88,068	$88,068	$88,068	$88,068	$88,068	$88,068	$88,068	$88,068	$88,068
Bond Issuer Fee	$11,357	$11,357	$11,357	$11,357	$11,357	$11,357	$11,357	$11,357	$11,357	$11,357	$11,357	$11,357	$11,357	$11,357	$11,357
City of Ontario Annual Fee7	$7,776	$7,776	$7,776	$7,776	$7,776	$7,776	$7,776	$7,776	$7,776	$7,776	$7,776	$7,776	$7,776	$7,776	$7,776
TOTAL REQUIRED DEBT SERVICE	$608,392	$608,392	$608,392	$608,392	$608,392	$608,392	$608,392	$608,392	$608,392	$608,392	$608,392	$608,392	$608,392	$608,392	$608,392

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
CASH FLOW after all debt service	$112,669	$122,408	$132,034	$141,535	$150,892	$160,091	$169,112	$177,937	$186,547	$194,920	$203,035	$210,869	$218,399	$225,598	$232,440
DEBT SERVICE COVERAGE RATIO	1.19	1.20	1.22	1.23	1.25	1.26	1.28	1.29	1.31	1.32	1.33	1.35	1.36	1.37	1.38

USE OF CASHFLOW AFTER DEBT SERVICE		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Asset Mgmt./ Similar Fees		$27,500	$28,463	$29,459	$30,490	$31,557	$32,661	$33,805	$34,988	$36,212	$37,480	$38,791	$40,149	$41,554	$43,009	$44,514
Deferred Developer Fee prior to distributions & residual receipt payments		$85,169	$93,945	$102,576	$111,045	$119,336	$127,429	$135,307	$142,949	$82,243	$0	$0	$0	$0	$0	$0
Cash available for residual receipts loans and sponsor distributions		$0	$0	$0	$0	$0	$0	$0	$0	$68,092	$157,440	$164,244	$170,720	$176,844	$182,589	$187,926
Sponsor Distributions	50%	$0	$0	$0	$0	$0	$0	$0	$0	$34,046	$78,720	$82,122	$85,360	$88,422	$91,295	$93,963
HCD Residual Payment	25%	$0	$0	$0	$0	$0	$0	$0	$0	$17,023	$39,360	$41,061	$42,680	$44,211	$45,647	$46,982
City of Ontario Residual Payment	25%	$0	$0	$0	$0	$0	$0	$0	$0	$17,023	$39,360	$41,061	$42,680	$44,211	$45,647	$46,982
12% of Operating Expenses		$136,069														
Asset Mgmt/Similar Fees	3.5%	$27,500	$28,463	$29,459	$30,490	$31,557	$32,661	$33,805	$34,988	$36,212	$37,480	$38,791	$40,149	$41,554	$43,009	$44,514
Cumulative paid Deferred Dev. Fee		$85,169	$179,114	$281,690	$392,735	$512,071	$639,500	$774,808	$917,757	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000

Total Deferred Developer Fee budgeted for payment prior to distributions and residual receipt payments	$1,000,000

Comments

Ontario Affordable Housing Phase II
Sustainable Transportation Infrastructure (STI) Budget

Cost Category	AHSC STI Grant	Local Transportaion Funds (LTF)	Total STI Costs	Comments
STI BUDGET #1	Grove Avenue Trail Connector Bidirectional Bicycle and New Grove Memorial Park Walking Path			
Plan Specification and Estimates	$165,000	$0	$165,000	
Total Soft Costs	**$165,000**	**$0**	**$165,000**	
Clearing and Grubbing	$225,000	$0	$225,000	
Demolition	$225,000	$0	$225,000	
Grading	$110,000	$0	$110,000	
Total Site Preparation	**$560,000**	**$0**	**$560,000**	
Irrigation	$225,000	$0	$225,000	
Site Lighting and Security Cameras	$225,000	$0	$225,000	
Total Site Utilities	**$450,000**	**$0**	**$450,000**	
Aggregate Base	$140,000	$0	$140,000	
Asphalt Pavement	$900,000	$0	$900,000	
Sidewalk, Curb and Gutter	$110,000	$0	$110,000	
Striping/Barricades (Bicycle Facilities)	$165,000	$0	$165,000	
Signage	$110,000	$0	$110,000	
Crossing and Traffic Signals	$330,000	$0	$330,000	
Total Complete Streets Improvements - Construction	**$1,755,000**	**$0**	**$1,755,000**	
Total Transit and Station Areas - Construction	**$0**	**$0**	**$0**	
Street Trees	$140,000	$0	$140,000	
Landscaping	$330,000	$0	$330,000	
Total Urban Greening	**$470,000**	**$0**	**$470,000**	
Street Furniture	$80,000	$0	$80,000	
Drinking Fountains	$16,000	$0	$16,000	
Total Amenities	**$96,000**	**$0**	**$96,000**	
Total Impact Fees	**$0**	**$0**	**$0**	
Total Activity Delivery Costs	**$0**	**$0**	**$0**	
Total Other Capital Asset Costs	**$0**	**$0**	**$0**	
Total STI #1 Budgeted Project Costs	**$3,496,000**	**$0**	**$3,496,000**	

Cost Category	AHSC STI Grant	Local Transportaion Funds (LTF)	Total STI Costs	Comments
STI BUDGET #2	Lincoln Elementary Safe Routes to School Improvements			
Total Soft Costs	**$0**	**$0**	**$0**	
Clearing and Grubbing	$30,000	$0	$30,000	
Demolition	$40,000	$0	$40,000	
Total Site Preparation	**$70,000**	**$0**	**$70,000**	
Total Site Utilities	**$0**	**$0**	**$0**	
Aggregate Base	$7,000	$0	$7,000	
Asphalt Pavement	$55,000	$0	$55,000	
Sidewalk, Curb and Gutter	$80,000	$0	$80,000	
Signage	$10,000	$0	$10,000	
Crossing and Traffic Signals	$20,000	$0	$20,000	
Roundabouts, median islands or curb extensions	$60,000	$0	$60,000	
Total Complete Streets Improvements - Construction	**$232,000**	**$0**	**$232,000**	
Total Transit and Station Areas - Construction	**$0**	**$0**	**$0**	
Total Urban Greening	**$0**	**$0**	**$0**	
Total Amenities	**$0**	**$0**	**$0**	
Total Impact Fees	**$0**	**$0**	**$0**	
Total Activity Delivery Costs	**$0**	**$0**	**$0**	
Total Other Capital Asset Costs	**$0**	**$0**	**$0**	
Total STI #2 Budgeted Project Costs	**$302,000**	**$0**	**$302,000**	

STI BUDGET #3	Bus Shelter Installation (10)			
Total Soft Costs	**$0**	**$0**	**$0**	
Total Site Preparation	**$0**	**$0**	**$0**	
Total Site Utilities	**$0**	**$0**	**$0**	
Sidewalk, Curb and Gutter	$25,000	$0	$25,000	
Total Complete Streets Improvements - Construction	**$25,000**	**$0**	**$25,000**	
Bus/Transit Shelters	$175,849	$0	$175,849	
Total Transit and Station Areas - Construction	**$175,849**	**$0**	**$175,849**	
Total Urban Greening	**$0**	**$0**	**$0**	
Total Amenities	**$0**	**$0**	**$0**	
Total Impact Fees	**$0**	**$0**	**$0**	
Shelter Installation	$1,800	$0	$1,800	
Total Activity Delivery Costs	**$1,800**	**$0**	**$1,800**	
Total Other Capital Asset Costs	**$0**	**$0**	**$0**	
Total STI #3 Budgeted Project Costs	**$202,649**	**$0**	**$202,649**	

Cost Category	AHSC STI Grant	Local Transportaion Funds (LTF)	Total STI Costs	Comments
STI BUDGET #4	West Valley Connector (sbzX Purple Line)-Weekend Service			
Total Soft Costs	**$0**	**$0**	**$0**	
Total Site Preparation	**$0**	**$0**	**$0**	
Total Site Utilities	**$0**	**$0**	**$0**	
Total Complete Streets Improvements - Construction	**$0**	**$0**	**$0**	
Total Transit and Station Areas - Construction	**$0**	**$0**	**$0**	
Total Urban Greening	**$0**	**$0**	**$0**	
Total Amenities	**$0**	**$0**	**$0**	
Total Impact Fees	**$0**	**$0**	**$0**	
Total Activity Delivery Costs	**$0**	**$0**	**$0**	
Transit Operations for service expansion §104(c)(7)	$5,000,000	$12,499,153	$17,499,153	
Total Other Capital Asset Costs	**$5,000,000**	**$12,499,153**	**$17,499,153**	
Total STI #4 Budgeted Project Costs	**$5,000,000**	**$12,499,153**	**$17,499,153**	

Total Soft Costs	$165,000	$0	$165,000
Total Site Preparation	$630,000	$0	$630,000
Total Site Utilities	$450,000	$0	$450,000
Total Complete Streets Improvements - Construction	$2,012,000	$0	$2,012,000
Total Transit and Station Areas - Construction	$175,849	$0	$175,849
Total Urban Greening	$470,000	$0	$470,000
Total Amenities	$96,000	$0	$96,000
Total Impact Fees	$0	$0	$0
Total Activity Delivery Costs	$1,800	$0	$1,800
Total Other Capital Asset Costs	$5,000,000	$12,499,153	$17,499,153
Total STI Budgeted Project Costs	**$9,000,649**	**$12,499,153**	**$21,499,802**

Ontario Affordable Housing Phase II
Programs (PGM) Budget

Cost Category	All Funding Sources			
	AHSC PGM Grant	Other Source	Totals	Comments
PGM BUDGET #1	**Free Transit Passes**			
Total Direct Staff Costs	**$0**	**$0**	**$0**	
Total Indirect Staff Costs	**$0**	**$0**	**$0**	
Total Staff Costs	**$0**	**$0**	**$0**	
Required Transit Passes/Cards ***(see cell comment)***	$308,880	$0	$308,880	Omni Transit
Total Other Capital Costs	**$308,880**	**$0**	**$308,880**	
Total PGM #1 Budgeted Project Costs	**$308,880**	**$0**	**$308,880**	
PGM BUDGET #2	**Broadband Internet Service**			
Total Direct Staff Costs	**$0**	**$0**	**$0**	
Total Indirect Staff Costs	**$0**	**$0**	**$0**	
Total Staff Costs	**$0**	**$0**	**$0**	
Equipment	$150,000	$0	$150,000	
Total Other Capital Costs	**$150,000**	**$0**	**$150,000**	
Total PGM #2 Budgeted Project Costs	**$150,000**	**$0**	**$150,000**	
PGM BUDGET #3	**Neighborhood Partnership Council**			
Total Direct Staff Costs	**$150,000**	**$0**	**$150,000**	
Total Indirect Staff Costs	**$0**	**$0**	**$0**	
Total Staff Costs	**$150,000**	**$0**	**$150,000**	
Total Other Capital Costs	**$0**	**$0**	**$0**	
Total PGM #3 Budgeted Project Costs	**$150,000**	**$0**	**$150,000**	
PGM BUDGET #4	**Operation New Hope**			
Two (2) Case Managers	$148,203	$0	$148,203	
Total Direct Staff Costs	**$148,203**	**$0**	**$148,203**	
Total Indirect Staff Costs	**$0**	**$0**	**$0**	
Total Staff Costs	**$148,203**	**$0**	**$148,203**	
Paper, Student Workshop Material, Marketing	$1,797	$0	$1,797	
Total Other Capital Costs	**$1,797**	**$0**	**$1,797**	
Total PGM #4 Budgeted Project Costs	**$150,000**	**$0**	**$150,000**	

Cost Category	All Funding Sources			
	AHSC PGM Grant	Other Source	Totals	Comments
PGM BUDGET #5	**Lauch Apprentice Navigator Program**			
PT Staff for Workshops and Case Management	$75,000	$0	$75,000	
Total Direct Staff Costs	**$75,000**	**$0**	**$75,000**	
Total Indirect Staff Costs	**$0**	**$0**	**$0**	
Total Staff Costs	**$75,000**	**$0**	**$75,000**	
Total Other Capital Costs	**$0**	**$0**	**$0**	
Total PGM #5 Budgeted Project Costs	**$75,000**	**$0**	**$75,000**	

	AHSC PGM Grant	Other Source	Totals
Total Direct Staff Costs	$373,203	$0	$373,203
Total Indirect Staff Costs	$0	$0	$0
Total Other Capital Costs	$460,677	$0	$460,677
Total PGM Budgeted Project Costs	**$833,880**	**$0**	**$833,880**

2025 TCAC Threshold Basis Limit (TBL) for HCD Developer Fee UMR §8312(b)&(c) and HCD High Cost Test for HCD Limits on Development Costs 2017 UMR §8311(a) & (b). Complete all yellow shaded cells.

Project Name: Ontario Affordable Housing Phase II | County: San Bernardino | Project's Proposed Tax Credits: 4%

HCD Phase: Origination

Unit Size	2024 TCAC Threshold Basis Limits (TBL)	# of Units	Basis x Number of Units	TOTAL **UNADJUSTED** THRESHOLD BASIS LIMIT (TBL):	$71,444,928
SRO/Studio	$324,988	0	$0	TOTAL HCD ADJ. THRESHOLD BASIS LIMIT:	$109,327,393
1 Bedroom	$374,708	16	$5,995,328	Adjusted Threshold Basis Limit multiplied by 160%:	$174,923,828
2 Bedrooms	$452,000	68	$30,736,000	COST TEST RESULT FOR: Ontario Affordable Housing Phase II	83%
3 Bedrooms	$578,560	60	$34,713,600		
4+ Bedrooms	$644,552	0	$0	**Total Eligible Basis**	$90,843,984
				Costs Reasonable	

Manager Units in Project:	1	TOTAL UNITS:	144

ADJUSTMENTS Cal Code of Reg §10327(c)(5)(A-F)

		Yes/No	
(A)	Adjustment for Projects paid in whole or part out of public funds subject to a legal requirement for the payment of state or federal prevailing wages or financed in part by a labor-affiliated organization requiring the employment of construction workers who are paid at least state or federal prevailing wages (20%).	Yes	$14,288,986
	For Projects certifies that (1) they are subject to a Project labor agreement within the meaning of §2500(b)(1) of the Public Contract Code, or (2) they will use a skilled and trained workforce as defined by §25536.7 of the Health and Safety Code to perform all onsite work within an apprenticeable occupation in the building and construction trades (5%).	No	$0
(B)	For New construction Projects required to provide parking beneath residential units (not "tuck under" parking) or through construction of an on-site parking structure of two or more levels (10%).	No	$0
(C)	For Projects where a day care center is part of the development (2%).	No	$0
(D)	For Projects where 100 percent of the units are for Special Needs populations (2%).	No	$0
(E)	Project applying under §10325 or §10326 of the TCAC regulations that includes one or more of the features below (up to 20%).	Yes	$14,288,986
(1)	All electric. Twenty percent (20%)	Yes 0.20	
(2)	For rehabilitation projects, electric ready as defined in Section 160.9 of the 2022 Building Energy Efficiency Standards. Fifteen percent (15%)	No 0.00	
(3)	Project shall have onsite renewable generation estimated to produce 50% or more of annual tenant electricity use. If the combined available roof area of the Project structures, including carports, is insufficient for provision of 50% of annual electricity use, then the Project shall have onsite renewable generation based on at least 90% of the available solar accessible roof area. Available solar accessible area is defined as roof area less north facing roof area for sloped roofs, equipment, solar thermal hot water and required local or state fire department set-backs and access routes. A Project not availing itself of the 90% roof area exception may also receive an increase under paragraph (2) only if the renewable generation used to calculate each basis increase does not overlap (5%).	No 0.00	
(4)	Project shall have onsite renewable generation estimated to produce 75% or more of annual common area electricity use. If the combined available roof area of the Project structures, including carports, is insufficient for provision of 75% of annual electricity use, then the Project shall have onsite renewable generation based on at least 90% of the available solar accessible roof area. Available solar accessible area is defined as roof area less north facing roof area for sloped roofs, equipment, solar thermal hot water and required local or state fire department set-backs and access routes. A Project not availing itself of the 90% roof area exception may also receive an increase under paragraph (1) only if the renewable generation used to calculate each basis increase does not overlap (2%).	No 0.00	
(5)	Newly constructed Project buildings shall be 15% or more energy efficient than the 2019 Energy Efficiency Standards (California Code of Regulations, Part 6 of Title 24) by at least 5 EDR points for energy efficiency alone (not counting solar); except that if the local building department has determined that building permit applications submitted on or before December 31, 2019 are complete, then newly constructed Project buildings shall be fifteen percent (15%) or more energy efficient than the 2016 Energy Efficiency Standards (California Code of Regulations, Part 6 of Title 24) (4%).	No 0.00	
(6)	Rehab Project buildings shall have 80% decrease in estimated annual energy use (or improvement in energy efficiency) in the HERS II post rehabilitation (4%).	No 0.00	
(7)	Irrigate only with reclaimed water, greywater, or rainwater (excepting water used for Community Gardens) or irrigate with reclaimed water, grey water, or rainwater in an amount that annually equals or exceeds 20,000 gallons or 300 gallons per unit, whichever is less (1%).	No 0.00	
(8)	Community Gardens of at least 60 square feet per unit. Permanent site improvements that provide a viable growing space within the Project including solar access, fencing, watering systems, secure storage space for tools, and pedestrian access (1%).	No 0.00	
(9)	Install bamboo, stained concrete, cork, salvaged or FSC-Certified wood, natural linoleum, natural rubber, or ceramic tile in all kitchens, living rooms, and bathrooms (where no VOC adhesives or backing is also used) (1%).	No 0.00	
(10)	Install bamboo, stained concrete, cork, salvaged or FSC-Certified wood, or natural linoleum, natural rubber, or ceramic tile in all interior floor space other than units (where no VOC adhesives or backing is also used) (2%).	No 0.00	
(11)	For new construction Projects only, meet all requirements of the U.S. Environmental Protection Agency Indoor Air Plus Program (2%).	No 0.00	
(F)	Project requires seismic upgrading of existing structures, and/or requires toxic or other environmental mitigation as certified by the Project architect/ engineer (lesser of costs or 15% basis adjustment).	No	$0
	If Yes, select type of work:	Enter Certified Costs of Work:	
(G)	Local development impact fees required to be paid to local government entities. Certification from local entities assessing fees also required. **WAIVED IMPACT FEES ARE INELIGIBLE.**	Yes *Please Enter Amount Above:*	$2,160,000
(H)	Projects where at least 95% of the Project's upper floor units are serviced by an elevator (10%).	Yes	$7,144,493
(I)	Projects wherein at least 95% of the building(s) is constructed as Type I as defined in the California Building Code, in which case, the Type III 10% increase below is not allowed (15%).	No	$0
(J)	Projects wherein at least 95% of the building(s) is constructed as (1) a Type III as defined in the California Building Code, or (2) a Type III/Type I combination, in which case, the Type I 15% increase above is not be allowed (10%).	No	$0
(K)	Projects within a county with an unadjusted 9% threshold basis limit for a 2-bedroom unit equal or less than $500,000 and within a census tract designated on the TCAC/HCD Opportunity Map as Highest or High Resource (10%).	No	$0

County Eligibility:		TCAC/HCD Opportunity Area Map Tract ID #:	6071001503	Opportunity Map Resource Level:	Low Resource

HCD 2025 Developer Fee Calculator

TCAC regulations - 12/11/2024

Project Name: Ontario Affordable Housing Phase II
Project Phase: Origination

Developer Fee Summary

TCAC Project # TBD

	HCD Limit	Project Amt.	
Maximum Total Developer Fee - 2d	$15,799,443	$11,896,770	$0
Max Developer Fee payable from development funding sources	$4,616,527	$2,550,000	$0
Deferred Developer Fee payable on a priority basis from available Cash Flow	$11,182,916	$1,000,000	
Deferred Developer Fee payable exclusively from Sponsor Distributions	$0	$0	

Total Budgeted or Actual Developer Fee: $11,896,770 Developer Fee Contributed as Capital: $8,346,770 Deferred Developer Fee: $1,000,000

Proposed Project Type: 4% Credits New Construction Project's type of construction: New Construction

15 Low-Income Special Needs Units	15
25% of Project's Low-Income Units	36

Total Special Needs Units	0
Qualifies for Special Needs increase	FALSE

Developer Fee Limit **$15,799,443**

Project qualifies for general partner experience pursuant to CDLAC §5230(f)(1)(B), TCAC §10327(c)(2)(E)? TRUE

New Construction & Rehab - Unadjusted Eligible Basis (exclude Developer Fee) - §10327(c)(2)(B)(i)	$78,997,214	X 20% =	$15,799,443
Basis for non-residential Project costs (exclude Developer Fee) - §10327(c)(2)(B)(ii)	$0	X 15% =	$0
Not Applicable			
Not Applicable			
Not Applicable			
Not Applicable	$0	X 5% =	$0

Developer Fee - per §10327(c)(2)(B) **$3,000,000**

5% of project's unadjusted eligible basis in excess of $6,666,667 plus $1,000,000 = $4,616,527

Maximum Cash-Out Developer Fee per 10327(c)(2)(B)(iii) **$4,616,527**

Scoring Category - AHSC

	Maximum Points	Points Awarded
Estimated GHG Reductions Scoring	30	16
Quantitative Policy Scoring	50	46
Narrative-Based Policy Scoring	20	19
Negative Points		0
Total:	100	81

Special Conditions

1) NCRC Ontario 2 LP ("LP") is an affiliate of National Community Renaissance of California ("Corp"). Corp and City of Ontario (City) were awarded the AHSC Loan funds pursuant to the Award Letter, dated December 10, 2025. The Department acknowledges LP as the Ultimate Borrower of the AHSC Loan funds. As such, LP will execute the AHSC Loan documents described in paragraph 37 of Exhibit D of the Standard Agreement. For the purposes of this Agreement, LP, Corp, and City will be collectively referred to herein as "Sponsor." Accordingly, LP, Corp, and City shall be jointly and severally liable for all the obligations of the Sponsor as set forth herein. Performance satisfactory to the Department by LP of any duties and obligations under this Agreement, and under any other agreements required by the Department, will be deemed as performance by the Sponsor.

2) Not less than 60 days prior to construction loan closing, the Sponsor shall provide updated financial documents including, but not limited to the development budget, development sources and uses, schedule of rents and unit mix, operating budget and 15-year cash-flow analysis, which are acceptable to the Department and demonstrate compliance with all applicable Program regulations or guidelines and the Uniform Multifamily Regulations (UMR). All proposed changes to the project, including but not limited to project financing, rents and unit mix, scope of work to be performed or Borrower's organizational structure must be submitted to and approved by the Department in writing.

3) The Sponsor, National Community Renaissance of California, who garnered the experience points at the application stage must be the Sponsor who controls the borrowing entity at construction, through permanent close of escrow, and into management and operation of the project. Organizational documents demonstrating that the experienced Sponsor has the authority to exercise control of the borrowing entity in compliance with Section 8301(s) of the Uniform Multifamily Regulations (UMR) must be submitted to the Department for review and approved by the Department prior to execution of the Standard Agreement.

4) Sponsors and Borrower are acknowledging the Project as submitted and approved is the Project that is to be funded and built. Any bifurcation would make that award null and void, as the awarded Project is no longer feasible as originally submitted and approved. Any Department awarded funds are unable to be assumed or assigned.

5) The Department retains the right and discretion to disencumber awards where awardees have failed to make sufficient progress in meeting applicable milestones and deadlines subject to Administrative Notice 2022-02 dated March 30, 2022, and any future amendments. Such determination will be on a case-by-case basis, and may use the enumerated criteria set forth in the Notice when making such decisions. The disencumbrance policy is applicable to HCD state funded multifamily housing programs. For awards made prior to July 1, 2022, the 24-month period shall begin on July 1, 2022. For awards made on or after July 1, 2022, the 24-month period will begin as of the date of the initial program funding awarded to the project, unless amended in a subsequent Notice.

6) The Department will assess Negative Points, as applicable, to Sponsor(s)/Applicant(s)/Recipient(s) subject to Administrative Notice 2022-01, dated March 31, 2022, and any future amendments. The Negative Points policy is applicable to all HCD state and federal funding programs – loans and grants, administered by HCD's Divisions of State and Federal Financial Assistance. Negative points will be calculated based on the criteria outlined in the Notice and will be applicable to all Notices of Funding Availability issued on or after the original date of this notice for the previous 5-year period, except when noted or amended. Such determination will be on a case-by-case basis and may use the enumerated criteria set forth in the Notice when making such decisions. In addition, the Department reserves the right, in its sole discretion, to revoke an entity's eligible Sponsor/Applicant/Recipient status at any time based on documented serious issues with the operation, maintenance or implementation of project or program funds.

7) Prior to construction loan close, the Sponsor must comply with applicable local, state, and federal relocation requirements of Government Code section 7260 et seq. and California Code of Regulations, title 25, section 6000 et seq. including a relocation plan which shall be subject to the approval of the Department. Should a relocation plan not be required, Sponsor must provide documentation for Department approval that there are no relocation requirements.

8) Administrative Notice 23-01 ("Notice") sets forth and establishes the Department's Pooled Transition Reserve Fund Policy ("Transition Reserve Policy" or "Policy") applicable to all HCD state and federal multifamily loan programs, except in cases where this Policy conflicts with federal requirements, implementing statutory changes made under SB 948 (Chapter 667, Statutes 2002) applicable to Health and Safety Code Section 60468. This Notice takes effect as of January 1, 2023 and amends any active program guidelines and Notices of Funding Availability. This Notice applies to all HCD-awarded rental housing projects which have federally originated rental assistance or operating subsidies, or rental subsidies operated by the City and County of San Francisco and the City of Los Angeles which will close permanent financing on or after January 1, 2023. Prior to permanent loan conversion, the Sponsor shall provide updated financial documents including, but not limited to the development budget, development sources and uses, Project Based Rental Vouchers or Subsidies, Operating Subsidy, operating budget and 15-year cash-flow analysis, which are acceptable to the Department and demonstrate compliance with the Policy.

9) Prior to permanent loan close Sponsor shall provide evidence satisfactory to the Department, demonstrating that residents of Ontario Affordable Housing Phase II will have priority over Non-residents in receiving services and that residents directly benefit from the on-site facilities.

10) 90 days prior to permanent loan closing, the Applicant shall provide documentation, satisfactory to the Department that verifies the Project is constructed to accommodate broadband service with at least a speed of 100 megabits per second for downloading and 20 megabits per second for uploading (100/20).

11) No loans requiring a balloon payment prior to full amortization are allowed unless permitted by regulation, in which case the Department's affordability provisions must be in a senior lien position to the lender's deed of trust. The terms of senior loans must comply with all the underwriting standards of UMR 8310.

12) AHSC Guideline Section 104(a)(4) states Department funds shall not be used to supplant other available financing committed by local jurisdictions or public entity at the time of application. Program has verified the following committed funds that will contribute to the development of Project: City of Ontario Applicant acknowledges any future application submissions seeking additional Department funding for awarded Project must demonstrate the funding referenced above.

Exhibit A-1

LEGAL DESCRIPTION

EXHIBIT A
Legal Description

For APN/Parcel ID(s): 1048-481-08, 1048-481-07, 1048-481-06, 1048-481-28 and 1048-481-29

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

THE EAST 87 FEET OF THE SOUTH 1/2 OF THE WEST 1/2 OF THE EAST 1/2 OF LOT 6 OF HANSON AND COMPANY'S ADDITION TO ONTARIO, IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 12, PAGE 51 OF MAPS, RECORDS OF SAID COUNTY.

APN: 1048-481-06-0-000

PARCEL B:

LOT 1:

THE WEST 87 FEET OF THE SOUTH ONE-HALF OF THE EAST ONE-HALF OF LOT 6, ACCORDING TO THE REVISED MAP OF HANSON AND COMPANY'S ADDITION TO ONTARIO, IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 12, PAGE 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE SOUTH 10 FEET, AS CONVEYED TO THE CITY OF ONTARIO BY DEED RECORDED JULY 26, 1973, IN BOOK 8233, PAGE 679 OF OFFICIAL RECORDS.

LOT 2:

THE SOUTH 297.5 FEET OF THE EAST 43.5 FEET OF THE EAST ONE-HALF OF THE WEST ONE-HALF OF LOT 6, ACCORDING TO THE REVISED MAP OF HANSON AND COMPANY'S ADDITION TO ONTARIO, IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 12, PAGE 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE SOUTH 10 FEET, AS CONVEYED TO THE CITY OF ONTARIO BY DEED RECORDED JULY 26, 1973, IN BOOK 8233, PAGE 679 OF OFFICIAL RECORDS.

APN: 1048-481-07-0-000

PARCEL C:

THE EAST 1/2 OF THE WEST 1/2 OF LOT 6, REVISED MAP OF HANSON AND COMPANY'S ADDITION, AS PER PLAT RECORDED IN BOOK 12 OF MAPS, PAGE 51, RECORDS OF SAID COUNTY OF SAN BERNARDINO.

EXCEPTING THEREFROM THE SOUTH 297.5 FEET OF THE EAST 43.5 FEET OF THE EAST 1/2 OF THE WEST 1/2 OF LOT 6.

ALSO EXCEPTING THEREFROM THE NORTH 153 FEET OF THE EAST 1/2 OF THE WEST 1/2 OF LOT 6.

APN: 1048-481-08

PARCEL D:

PARCEL 2 OF THAT CERTAIN LOT LINE ADJUSTMENT 08-007, IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, RECORDED NOVEMBER 10, 2008 AS INSTRUMENT NO. 2008-491390 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF HOLT BOULEVARD BEING 40 FEET WIDE AND DISTANT 34.93

EXHIBIT A

Legal Description

FEET WEST OF THE SOUTHEAST CORNER OF LOT 6 AS SHOWN ON THE REVISED MAP OF HANSON AND COMPANY'S ADDITION TO ONTARIO, FILED IN BOOK 12, PAGE 51 OF MAPS, RECORDS OF SAID SAN BERNARDINO COUNTY, CALIFORNIA; THENCE NORTH 0° 01' 12" EAST A DISTANCE OF 371.30 FEET TO A POINT WHICH IS 258 FEET SOUTH OF THE NORTH LINE OF THE AFORESAID LOT 6; THENCE NORTH 89° 58' 03" EAST 139.17 FEET TO A POINT WHICH IS 258 FEET SOUTH OF THE NORTH LINE OF SAID LOT 6, SAID POINT ALSO BEING ON THE EAST LINE OF THE WEST 1 AND 1/2 ACRES OF LOT 7 OF THE AFOREMENTIONED HANSON AND COMPANY'S ADDITION TO ONTARIO; THENCE SOUTH 0° 01' 09" WEST A DISTANCE OF 371.39 FEET TO THE NORTH LINE OF HOLT BOULEVARD (BEING 40 FEET WIDE); THENCE WEST ALONG THE NORTH LINE OF HOLT BOULEVARD A DISTANCE OF 139.19 FEET TO THE POINT OF BEGINNING.

APN: 1048-481-28

PARCEL E:

PARCEL 1, AS SHOWN ON CERTIFICATE APPROVING A LOT LINE ADJUSTMENT NO. 08-007, IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS EVIDENCED BY DOCUMENT RECORDED NOVEMBER 10, 2008, AS INSTRUMENT NO. 2008-0491390, OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF HOLT BOULEVARD BEING 40 FEET WIDE AND DISTANT 34.93 FEET WEST OF THE SOUTHEAST CORNER OF LOT 6, AS SHOWN ON THE REVISED MAP OF HANSON AND COMPANY'S ADDITION TO ONTARIO, FILED IN BOOK 12, PAGE 51 OF MAPS, RECORDS OF SAID SAN BERNARDINO COUNTY, CALIFORNIA;
THENCE CONTINUING WEST ALONG THE NORTH LINE OF HOLT BOULEVARD A DISTANCE OF 139.19 FEET TO A POINT ON THE EAST LINE OF THE EAST 1/2 OF THE EAST 5 ACRES OF LOT 6 OF THE AFORESAID HANSON AND COMPANY'S ADDITION TO ONTARIO; THENCE NORTH 0° 01' 20" EAST ALONG SAID EAST LINE A DISTANCE OF 371.22 FEET TO A POINT WHICH IS 258 FEET SOUTH OF THE NORTH LINE OF THE AFORESAID LOT 6; THENCE NORTH 89° 58' 03" EAST A DISTANCE OF 139.18 FEET TO A POINT WHICH IS 258 FEET SOUTH OF THE NORTH LINE OF SAID LOT 6 AND 34.91 FEET WEST OF THE EAST LINE OF SAID LOT 6; THENCE SOUTH 0° 01' 12" WEST A DISTANCE OF 371.30 FEET TO THE POINT OF BEGINNING.

APN: 1048-481-29-0-000

Exhibit A-2

NET DENSITY

ONYX

May 28, 2025

Gustavo Velazquez
Department of Housing and Community Development
2020 W. El Camino Avenue, Suite 500,
Sacramento, CA 95833

RE: Ontario Affordable Housing Phase II – Net Density Verification

This letter is to confirm the density of the proposed Ontario Affordable Housing Phase II project. We have verified that the attached site plan reflects the development of 144 residential units on 5.43 net acres resulting in a density of 26.51 units per acre after qualified deductions. This exceeds the threshold requirement shown in Section 102(d)(7) of the Affordable Housing and Sustainable Communities Round 9 Program Guidelines.

Please let me know if you have any questions and let me know if you need any additional information.

Respectfully,

Stephen Kuchenski, AIA
Principal
Architect, CA License No. C21218

LICENSED ARCHITECT
STEPHEN AINSWORTH KUCHENSKI
No.C-21218
REN. 09-30-2025
STATE OF CALIFORNIA

ONYX Architects | 2540 East Colorado Boulevard | Pasadena, CA 91107
V 626 | 405.9001 — www.onyxarchitects.com

Sponsor Acknowledgement

Final Project Report
Ontario Affordable Housing Phase II

By signing below, Sponsor acknowledges receipt of this final report and agrees that it is a representation of the project at time of award. This project is subject to further underwriting prior to close of the Department's permanent loan. Sponsor further acknowledges and understands that all project changes must be reported to, and approved by the Department. Underwriting prior to loan closing shall be based upon final certified costs, in conformance with all applicable Guidelines and Regulations and financial information contained herein may be subject to change including, but not limited to development costs, funding sources and developer fees.

Sponsor 1 Signature: _____

Name: Michael Ruane
President

Entity Represented: National Community Renaissance of California

Date: 01/05/2026

Sponsor 2 Signature: _____

Name: Scott Ochoa

Entity Represented: City of Ontario

Date: 01/05/2026

End of Document

STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY GAVIN NEWSOM, *Governor*

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF STATE FINANCIAL ASSISTANCE
651 BANNON STREET, SUITE 400, SACRAMENTO, CA 95811
P. O. BOX 952054, SACRAMENTO, CA 94252-2054
(916) 263-2771
www.hcd.ca.gov

December 10, 2025

Michael Finn, Chief Financial Officer
National Community Renaissance of CA
9692 Haven Avenue, Suite 100
Rancho Cucamonga, CA 91730

Scott Ochoa, City Manager
City of Ontario
303 East B Street
Ontario, CA 91764

Dear Michael Finn and Scott Ochoa:

RE: Conditional Award Commitment and Acceptance of Terms and Conditions
Affordable Housing and Sustainable Communities (AHSC), Round 9, Notice of Funding Availability (NOFA), Fiscal Year 2025/2026
National Community Renaissance of CA and City of Ontario –
Ontario Affordable Housing Phase II
Contract No. 25-AHSC-18861 and 25-AHSC-18862

The California Department of Housing and Community Development ("**Department**" or "**HCD**") and the Strategic Growth Council ("**SGC**") issued the AHSC Round 9, NOFA on March 25, 2025. The Department is pleased to inform you of this Conditional Award to the National Community Renaissance of CA and the City of Ontario ("**Awardees**"). This Conditional Award is a loan and grant in the amount of $30,803,123 (the "**Conditional Award**") for the above-referenced project (the "**Project**") and includes the following:

AHSC Program Award Components	Award Amount	Contract Number
AHSC Program Loan Award	$20,968,594	**25-AHSC-18861**
AHSC Program Grant Award	$9,834,529	**25-AHSC-18862**

The Conditional Award is based on and subject to the Applicant Representations and the Terms and Conditions of Conditional Award, both as further specified and described in this notice of the Conditional Award (the "**Conditional Award Commitment**"). This Conditional Award may only be accepted by timely delivery of a fully executed Acceptance of Terms and Conditions of Conditional Award form to the Department (an executed copy of this form is enclosed herein).

I. Applicant Representations – Basis of Conditional Award

In response to the above-mentioned NOFA, the Awardee(s) submitted an application for financing and grant funding of the Project (application, and all communications and documentation submitted to the Department in support thereof, the "**Application**").

The Department and SGC are making this Conditional Award to the Awardee(s) on the basis of, and in reliance upon, the representations, warranties, projections, and descriptions that the Awardee(s) submitted as part of the Application (the "**Applicant Representations**").

The Department and SGC may rescind this Conditional Award if the Department discovers, at any time prior to disbursement of the Conditional Award, that the Applicant Representations included material misrepresentations or omissions, regardless of whether or not such misrepresentations or omissions were innocent, unintentional, and/or based upon belief.

II. Terms and Conditions of Conditional Award

TIME IS OF THE ESSENCE IN THE SATISFACTION OF THESE TERMS AND CONDITIONS OF CONDITIONAL AWARD.

The Department may rescind this Conditional Award if any of the terms and conditions enumerated in this Section II (the "**Terms and Conditions of Conditional Award**") are not timely satisfied. The Terms and Conditions of this Conditional Award and their corresponding timelines are described below.

If the Terms and Conditions of this Conditional Award are timely satisfied, the Department will (i) promptly provide a written notification to the Awardee(s) via electronic mail; and (ii) circulate an executed copy of an STD 213, Standard Agreement, for all appropriate signatures and approvals in accordance with the timeline specified in Section III of this Conditional Award Commitment.

All timelines shall be calculated in calendar days. Any deadline falling on a weekend or State of California holiday shall be extended to the next business day.

A. Timely Execution of Acceptance of Terms and Conditions of Conditional Award Form

The Awardee(s) shall execute and deliver a copy of the enclosed Acceptance of Terms and Conditions of Conditional Award to the Department within ten (10) calendar days of the date of this Conditional Award Commitment. The Department will deem this condition to be unsatisfied if it receives an executed Acceptance of Terms and Conditions of Conditional Award that has been substantively modified, altered, or amended in any way. The signed Acceptance of Terms and Conditions of Conditional Award form must be submitted to AHSC@hcd.ca.gov.

B. Timely Delivery of Authorization and Organizational Documents.

If not provided at the time of application, the Awardee(s) shall deliver to the Department, within sixty (60) calendar days of the date upon this Conditional Award

Commitment, a legally sufficient set of Authorization and Organizational Documents, as further described and specified below. Specifically, the Awardee(s) shall deliver a duly adopted authorizing resolution, as well as a complete and duly filed or adopted set of organizational documents and all amendments (the "**Authorization and Organizational Documents**"), for each of the following entities as applicable:

- each Awardee entity; the ultimate borrower of the Conditional Award funds (the "**Borrower**"); and,
- each separate legal entity that is part of the Awardee's or Borrower's organizational structure.

Each entity's resolution must constitute, to the Department's reasonable satisfaction, an unconditional, duly adopted, and legally binding authorization of the entity to accept the total amount of these Conditional Award funds, to fully participate in the relevant Department program, and to be legally bound by the requirements of the Department program. The Department may agree to an extension of fifteen (15) calendar days based on the Awardee's demonstration of necessity.

Note: Public Agencies, as defined in the above-mentioned NOFA and/or Final Program Guidelines, are not required to submit a complete and duly filed or adopted set of organizational documents and amendments. Both the Conditional Award and this Conditional Award Commitment are subject to Health and Safety Code section 50406, subdivision (p), as subsequently amended ("**AB 1010**").

The Department has posted resolution templates on its website as informational guidance. Please note that use of the resolution templates is not compulsory. However, use of the provided templates will assist in the timely review and approval of the Standard Agreement. While entities may choose to use modified language in their resolutions, Awardees should be aware that this may delay preparation of the Standard Agreement or, if deemed insufficient, may result in the need to submit a revised resolution.

At any point prior to disbursement, the Department may also require the Awardee(s) to resubmit Authorization and Organizational Documents if the original submittals were determined to be inaccurate or incomplete.

III. Delivery of Standard Agreement

In an effort to be responsive to each Awardee's closing needs and to ensure timely commitment of funds, the Department commits to delivering an executed copy of the Standard Agreement relative to this Conditional Award within ninety (90) calendar days of receiving all required documents, including all legally sufficient Authorization and Organizational Documents, in connection with this Project and as applicable.

Please be advised that the form of the Standard Agreement, Exhibits A through D, are posted on the Department's website and will not be circulated for public comment or otherwise subject to change or negotiation except as may be required to achieve compatibility with the requirements of other governmental programs and third-party lenders.

Your contract is assigned to a Single Point of Contact (SPOC), Johnston Duckett, Housing & Community Development Representative II, Climate Change Branch at (916) 347-6674 or Johnston.Duckett@hcd.ca.gov, which will serve as your contact for any and all inquiries related to the development and execution of the Standard Agreement. If this project has previously received funding from HCD, this new award will be referred to the same SPOC as your previous award so as to minimize the points of contact from within HCD. You will receive an email from your SPOC within 48 hours of receipt of your signed Acceptance of Terms and Conditions of Conditional Award.

Among the responsibilities of the SPOC will be to maintain contact throughout the next several months as you work to secure all necessary funding sources to begin construction. Your SPOC will be reaching out to you on a monthly basis to inquire on status and progress. In the meantime, should you have any changes to the status or make up of your project we ask that you communicate these changes as soon as possible to your assigned SPOC.

IV. Deadline to Secure Permanent Financing

Please note, that the Awardee must secure all permanent financing, including tax credits and bond allocations, within 24 months of the date of the first Department funding award to the Project, consistent with the Department's Disencumbrance Policy (Administrative Notice Number 2022-02: Disencumbrance Policy). Sponsors must demonstrate that all permanent financing is in place allowing the project to commence construction. Failure to meet this requirement shall result in the withdrawal or recapture of this Conditional Award and any other prior or subsequent funds awarded to the Project.

Congratulations on your successful Application. For further information, please contact your SPOC as outlined in Section III above.

Sincerely,

Jennifer Seeger
Deputy Director
Division of State Financial Assistance

Enclosure: Acceptance of Terms and Conditions of Conditional Award form

California Department of Housing and Community Development

Affordable Housing and Sustainable Communities
Acceptance of Terms and Conditions of Conditional Award

National Community Renaissance of CA and City of Ontario ("**Awardees**")
Ontario Affordable Housing Phase II ("**Project**")

Affordable Housing and Sustainable Communities award totaling $30,803,123 ("**Conditional Award**"), as detailed below:

AHSC Program Award Components	Award Amount	Contract Number
Loan Award	$20,968,594	**25-AHSC-18861**
Grant Award	$9,834,529	**25-AHSC-18862**
HRI component		
STI component	$9,000,649	
PGM component	$833,880	

By signing this Acceptance of Terms and Conditions of Conditional Award, the Awardee acknowledges having read and fully understood the terms and conditions of the Conditional Award Commitment, dated December 10, 2025, in connection with the Project.

In addition, the Awardee acknowledges having read and fully understood all of the Department's requirements relative to the Conditional Award, including the requirements set forth in Administrative Notice Number 2022-22: Disencumbrance Policy, and the Awardee agrees to abide by and comply with those requirements.

In addition, the Awardee(s) must acknowledge that they have reviewed and verified the accuracy of the final project report prepared by the Department no later than seven business days of receipt.

Project Specific Award Conditions:

1. The Standard Agreement Exhibits A, B, D, and E are posted on the Department's AHSC Program website and will not be circulated for public comment or otherwise subject to change or negotiation.

Initials: National Community Renaissance of CA: _____

City of Ontario: _____

2. To facilitate timely processing of Standard Agreements, a condition of the award will be the delivery of a duly adopted and legally sufficient authorizing resolution and any duly filed or adopted organizational documents not included in the application, within 60 calendar days of the Department's issuance of the conditional award letter, but no later than February 9, 2026. Failure to provide documentation may result in the assessment of negative points pursuant to the Departments Negative Points policy dated March 30, 2022, as amended, Section 102 (b) (1 & 2).

   Initials: National Community Renaissance of CA: _____

   City of Ontario: _____

3. The Awardee(s) shall remain a party to the Standard Agreement for the entire term of the Standard Agreement; removal of the awardee(s) without the Department's prior written consent is prohibited and will result in a default.

   Initials: National Community Renaissance of CA: _____

   City of Ontario: _____

_____ 12/15/25
~~Michael Finn, Chief Financial Officer~~ Michael Ruane, President — Date
National Community Renaissance of California

_____ 12/16/25
Scott Ochoa, City Manager — Date
City of Ontario

** For HCD Use Only **

☑ Authorized Representatives Verified
☑ All Parties Signed
Date Received: 12/17/2025

HCD Acknowledgment
Alisha Senter Program Manager
[Name, Position]

CITY OF ONTARIO *Agenda Report* **January 20, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Information Technology Prepared By: Samantha Robles Staff Member Presenting: Colin Fernandes, Executive Director Information Technology Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 11

SUBJECT: **PRE-AUTHORIZED LIST OF VENDORS TO PROVIDE SPECIALIZED COMPUTER AND NETWORK EQUIPMENT AND SERVICES**

RECOMMENDATION: That the City Council authorize the City Manager, or his designee, to execute a pre-authorized vendor list to provide computer and network hardware and services to maintain and support the City's technology infrastructure.

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

FISCAL IMPACT: There is not a direct fiscal impact associated with this action. The designation of the pre-authorized vendors to provide parts and equipment does not affect appropriations and does not commit the City to any specific level of future expenditures with these vendors. Expenditures for each vendor, and in total for each fiscal year, will not exceed the Information Technology Agency's appropriations limit established by the City Council.

BACKGROUND & ANALYSIS: The Information Technology Agency has standardized computer, networking, and technology infrastructure hardware to ensure compatibility, reliability, and cost efficiency across City operations. When feasible, hardware is procured directly from manufacturers such as Dell and Konica Minolta Business Solutions USA, Inc., which eliminates third-party markups and results in cost savings to the City.

In instances where direct manufacturer procurement is not available or additional technical product/solution expertise is needed, the City follows its established purchasing process.

Over the years, certain vendors (Carahsoft Technology Corp, CDWG, Convergint Technologies LLC, Dell, Konica Minolta Business Solutions USA Inc., Sidepath Inc., American Threat Assessment Consulting (ATAC), and SmartWave Technologies LLC) have consistently provided the best pricing, expertise, high-quality products, prompt turnaround times, and reliable customer service.

During Fiscal Year 2024-25, expenditures were distributed among the following vendors based on operational needs and procurement requirements. The cumulative cost across all vendors for FY 2024-25 totals $5,859,473. These vendors have consistently met the City's technical, pricing, and

service expectations. Staff requests City Council approval to establish the following list of pre-authorized vendors:

Sole Source Vendors	**Non-Sole Source Vendors**
Dell	CDWG
Konica Minolta Business Solutions USA, Inc.	Sidepath, INC
	Carahsoft Technology Corp.
	Convergint Technologies, LLC
	American Threat Assessment Consulting (ATAC)
	Smartwave Technologies, LLC

CITY OF ONTARIO *Agenda Report* **January 20, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Information Technology Prepared By: Samantha Robles Staff Member Presenting: Colin Fernandes, Executive Director Information Technology Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 12

SUBJECT: **A LICENSE AGREEMENT FOR MICROSOFT 365 SUBSCRIPTION WITH CRAYON SOFTWARE EXPERTS LLC**

RECOMMENDATION: That the City Council authorize the City Manager, or his designee, to execute a three-year License Agreement with Crayon Software Experts LLC, of Dallas, Texas, for a Citywide Microsoft 365 Subscription, in an amount not-to-exceed $2,203,338.

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

FISCAL IMPACT: The Fiscal Year 2025-26 Adopted Budget includes appropriations from the Information Technology Fund for an annual subscription and support service of Microsoft 365 products. The proposed License Agreement has an annual amount not-to-exceed $734,446, which includes a yearly subscription fee of $612,038 plus a 20% contingency amount of $122,408 for additional user licenses, if needed, with a total contract not-to-exceed amount of $2,203,338 for three-year term. If approved, appropriations will be added to the future years' budgets consistent with the annual adoption process.

BACKGROUND & ANALYSIS: Microsoft 365 is a cloud-powered productivity platform that includes applications such as Microsoft Word, Excel, PowerPoint, Outlook, and Teams. The City has leveraged Microsoft's productivity suite for over 25 years, and the Microsoft 365 suite ensures the City is on the latest and most up to date version of these apps which play a major part in serving the citizens, businesses, and partners of the City. As technology demands continue to increase, the City is able to leverage Microsoft 365 to meet such demands by utilizing the latest features and functionality released by Microsoft to optimize workflows and provide efficiency in City operations.

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 City is leveraging the Riverside County Microsoft Enterprise Agreement (#8084445) to secure discounted pricing. Staff requests City Council approval for a not-to-exceed amount of $2,203,338 for a three-year term.

LICENSED SUPPORT PROVIDER (LSP) AGREEMENT No. ITARC-00931 For MICROSOFT PRODUCTS AND SERVICES UNDER MICROSOFT EA NO. 8084445 BETWEEN COUNTY OF RIVERSIDE And CRAYON SOFTWARE EXPERTS LLC.

This Agreement is entered between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"), and Crayon Software Experts LLC., a Delaware Limited Liability Company authorized to conduct business in the State of California (herein referred to as "LSP") of Microsoft Licensing Solution Provider, effective from November 01.2024 and continues in effect through October 31, 2027, based on LSP's response to RFQ no. ITARC-532 for Microsoft products and services under Microsoft EA no. 8084445. The parties agree as follows:

1. All Terms and Conditions of this Agreement No. ITARC-00931 shall govern purchase of Microsoft products and services under Microsoft EA no. 8084445 by County through the LSP.

2. Period of Performance:

This Agreement shall be effective from November 01.2024 and continues in effect through October 31, 2027, with the option to renew for an additional three-year period expiring on October 31, 2030, with no obligation by the County of Riverside to purchase any specified amount of goods or services. In addition, the County may at any time choose to transfer the enrollment from one LSP to another LSP pursuant to the transfer terms set by Microsoft.

The period of performance for the enrollment with the LSP may be for up to a three-year term with the option to renew the enrollments with contracted LSP through the LSP contract expiration date.

3. Compensation

The COUNTY shall pay the LSP for products at the cost as stated in Exhibit A, incurred in accordance with the terms of this Agreement. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products.

Non-Appropriations: The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such

SEP 10 2024 3.22

funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Hold Harmless/Indemnification:

4.1 LSP shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services, or acts or omissions, of LSP, its officers, employees, subcontractor, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. LSP shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

4.2 With respect to any action or claim subject to indemnification herein by LSP. LSP shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes LSP indemnification to Indemnitees as set forth herein.

4.3 LSP obligation hereunder shall be satisfied when LSP has provided to County the appropriate form of dismissal relieving county from any liability for the action or claim involved.

5. Termination:

5.1 County may terminate this Agreement without cause upon thirty (30) days written notice served upon the LSP stating the extent and effective date of termination.

5.2 County may, upon five (5) days written notice terminate this Agreement for LSP default, if LSP refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the County may proceed with the work in any manner deemed proper by County.

5.3 LSP rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by LSP; or in the event of LSP unwillingness or inability for any reason whatsoever to perform the terms of this Agreement.

6. Alteration or Changes to the Agreement

The Board of Supervisors and the County Purchasing Agent and/or his designee is the only authorized County representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

7. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY
Riverside County Information Technology
Attn: Procurement Contract Specialist
3450 14th Street
Riverside, CA 92501

LSP
Crayon Software Experts, LLC
Attn: Candy Kareem
12221 Merit Drive, Suite 1400.
Dallas, Texas, 75251
sledbids.us@crayon.com

8. Insurance

Without limiting or diminishing the LSP'S obligation to indemnify or hold the COUNTY harmless, LSP shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the LSP has employees as defined by the State of California, the LSP shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside. Policy shall name the COUNTY as Additional Insureds.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of LSP'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than $2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

C. Insurance Requirements for IT Contractor Services:

LSP shall procure and maintain for the duration of the contract insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by the LSP, its agents, representatives, or employees. LSP shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Cyber Liability Insurance, with limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by LSP in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the LSP maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the LSP. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions – All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
2) The LSP must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds $500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, LSP'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
3) LSP shall cause LSP'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies

including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If LSP insurance carrier(s) policies does not meet the minimum notice requirement found herein, LSP shall cause LSP's insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

4) In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. LSP shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
5) It is understood and agreed to by the parties hereto that the LSP's insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
6) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Management's reasonable judgment, the amount or type of insurance carried by the LSP has become inadequate.
7) LSP shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
8) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
9) LSP agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

9. General:

9.1 This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

9.2 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

9.3 The following documents are attached to and incorporated into this Agreement:

Exhibit A: Scope and pricing.
Exhibit B: LSP Reporting of Active Enrollments.
Exhibit C: Microsoft LSP Participation Form.
Exhibit D: Microsoft EA Benefits for Government Agencies.
Exhibit E: Microsoft Enterprise Agreements and Amendments.

E1) Microsoft Enterprise Agreement No. 8084445.
E2) Microsoft Select Plus Agreement No. 7756479.
E3) Amendments No. 1- EA Custom Terms CTM (Document No. CTM-CPT-OPT-FWK)
E4) Amendments No. 2- EA Custom Terms (Document No. CTM-FWK-CTC-AGR).

9.4 In the event of any conflict or inconsistency between the terms and conditions of this Agreement and any terms or conditions set forth in any of the attachments, purchase order(s), or other document relating to the transactions contemplated by this Agreement, the terms and conditions set forth in this Agreement shall prevail.

9.5 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

9.6 If the entity is a corporation, the signatures of two corporate officers (the president, vice president, secretary, assistant secretary, Chief Financial Officer (i.e. treasurer), or assistant treasurer) are required on the agreements. The signatures must be in the following combination: president or vice president **and** secretary, treasurer or CFO. For example, the signatures of a president and a vice president would be insufficient. If signed by a single corporate officer, a corporate resolution, authorizing the one officer to bind the corporation, signed by the Board of Directors of the corporation, is required. The corporate resolution must authorize the signatory to sign agreements on behalf of the corporation.

If the entity is a limited liability company (LLC), the signatory is authorized signer as set forth in LLCs operating agreement.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: _____
Chuck Washington
Chair of the Board of Supervisors

Dated: 9/10/2024

CRAYON SOFTWARE EXPERTS, LLC
a Delaware Limited Liability Company authorized to conduct business in the State of California.

By: Candy Kareem
Candy Kareem (Jul 3, 2024 18:03 CDT)
Name: Candy Kareem
Title: Vice President, Finance

Dated: July 3, 2024

HERE

ATTEST:
Kimberly Rector
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: _____
Paula Salcido
Deputy County Counsel

Dated: 7/8/2024

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Exhibit A
Scope and pricing

LSP's Scope and responsibilities

1. The Licensed Support Provider (LSP) will resell all available Microsoft Licensed Support Provider (LSP) for Microsoft Master Microsoft Enterprise Agreement No. 8084445; Software Licensing, Software Support, Cloud Services such as Azure, Industry Solutions Delivery (ISD) formerly Microsoft Consulting Services (MCS), Microsoft Unified Support and Microsoft incident response. Microsoft Select Plus Agreement No. 7756479.

2. The agreement with LSP as a LSP of the Microsoft Products and Services under Microsoft EA No. 8084445 is available for use by the County of Riverside and governmental agencies within the State of California. The LSP will serve as the liaison between the political entity for enrollments under the Microsoft EA.

3. The LSP agrees to extend the same pricing, terms, and conditions to every political entity, special district, in the State of California. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the LSP of their choosing; and County shall in no way be responsible to any LSP for other entities' purchases.

4. The LSP may remain the LSP for the Three 3-year duration of the Enrolled Affiliate's Enterprise Agreement Enrollment. All True-Ups during the 3-year enrollment (orders for new products, etc.) by Enrolled Affiliates are required to be submitted only through the Affiliate's selected LSP. Multiple LSP's cannot service a single Enterprise Agreement Enrollment. Enrolled Affiliate may at any time choose to transfer their current enrollment from one LSP to another LSP pursuant to the transfer terms set by Microsoft.

5. The Enrolled Affiliate shall work with the LSP to determine the annual payment, true-up commitment schedule defined in their enrollment.

6. Each Affiliate will communicate to the LSP the compensation terms applicable to their agreement.

7. The LSP will provide reports showing year to date annual spend according to Enrolled Affiliate's specifications. Frequency will be determined by each Enrolled Affiliate (ie: monthly, quarterly, etc.).

8. The LSP will provide reports of licenses purchased and added on to enrollment according to Enrolled Affiliate's specifications. (Intended for an enrollment that has licenses for multiple agencies within a governmental body - ie county, city, etc.) Frequency will be determined by each Enrolled Affiliate (ie: monthly, quarterly, etc.).

9. The LSP will provide, at the Enrolled Affiliate's request, a licensing portal that allows the tracking of licenses beyond the capabilities of the Microsoft VLSC. This portal will show, but not be limited to, all licenses on the current enrollment, quantities of said licenses, track licenses at department/agency levels, transfer licenses to and from each department/agency, and have reporting functionalities.

10. The LSP will provide training to the Enrolled Affiliate's Microsoft administrators on Microsoft portals such as the VLSC, Office 365, Azure, etc. within 30 days of receiving a purchase order for such products that introduce a new portal. LSP should outline what aspects of training they feel would be beneficial in their proposal.

11. The LSP will provide documentation to the Enrolled Affiliate within 90 days of when Microsoft has made a change to a license and advise of any grandfather or conversion rights within that same timeframe.

12. The LSP will provide a short synopsis of why an amendment is needed and the ramification of each amendment to an enrollment at the time of such amendment.

13. The LSP will provide an updated price list on an annual basis or when Microsoft changes price point, whichever is sooner, in an Excel spreadsheet to the Enrolled Affiliate. This price list must capture, at minimum, the following categories for each product: SKU, product description, MSRP, NET (Level D), LSP's uplift and contracted unit price.

14. The LSP shall provide a list of enrollments. The list of enrollments is due 30 days after the contract signature and on January 15th of each calendar year during the agreement period. This list will include the agency name, contact person, email and phone number and annual spend. The intent of this is to track how many agencies within the State of California piggyback off of the Master Agreement.

15. The LSP will be charged 1.00% of the annual enrollment sales amount to leverage the Riverside County Master Microsoft Agreement No.8084445, and Select Plus Agreement No.7756479, which includes Software Licensing, Software Support, Cloud Services such as Azure, Industry Solutions Delivery (ISD), Microsoft Consulting Services (MCS), Microsoft Unified Support and Microsoft incident response. This administrative fee will be an annual fee, per enrollment inclusive of Affiliates Shadow Enrollments.

16. The Servicing LSP shall provide Microsoft Enterprise Support Services from Microsoft to assist customers leveraging this contract vehicle in operation of the technology acquired and assist Riverside Master Participants in maximizing the benefits of this investment.

17. The Servicing LSP shall provide the ability to for the acquisition of Microsoft services as the demand for individual product services or capabilities expand. The servicing LSP shall provide services to include Microsoft Unified, Industry Solutions Delivery (ISD), and Microsoft incident response. The Servicing LSP will have a valid Microsoft Master Services Agreement on file with Microsoft in order to resell Microsoft Unified Support, and Industry Solutions Delivery (ISD). Additionally, the contractor shall provide Microsoft dedicated Technical Support representatives and subject matter experts provided via the Microsoft enterprise agreement to support and assist Riverside County master participants in analyzing, architecting, implementing, managing, and operating solutions based on the licenses previously acquired or to be purchased in accordance with the terms of the Microsoft enterprise licensing program.

18. LSP will be responsible for submitting a completed "Reporting of Active Enrollments" by January 15th of each year for the prior calendar year.

19. The County of Riverside Information Technology (RCIT) will invoice the Awarded LSP annually based on the enrollments verified from LSP Reporting of Active Enrollments.

20. Payment is due to Riverside County Information Technology thirty (30) days from invoice date.

21. The administrative fee shall not be included as an adjustment to LSP's Master Agreement pricing.

22. The administrative fee shall not be invoiced or charged to the Enrolled Affiliate.

23. Administrative fee checks shall be submitted to:

Riverside County Information Technology
Attn: Accounts Receivable
3450 14th Street, 4th Floor
Riverside, CA 92501

Pricing:

1. **Microsoft Enterprise License Subscription and services**

Item Description	Price Level	Markup %
Enterprise Online Services** (including Full USLs, From SA USLs, Add-ons and Step Ups) M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5.	Level D	1.95
Enterprise Products (Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite).	Level D	1.95
Additional Products (M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server, etc).	Level D	1.95
Server and Tools Product (applies to Server and Cloud Enrollments only) SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.	Level D	1.95
All products for Select Plus Agreement No.7756479.		2.50
Microsoft Unified Support Services		2.50
Microsoft Consulting Services		2.50
Microsoft Incident Response		2.50

2. **License Support Provider (LSP) Solution Area Specific Capability:**

Solution Area Specific Capability	Number	Customer Size	Reference?
Number of successful customer production mail deployments/migrations?	>100	300 to 10,000	Yes
Number of successful customer production SharePoint deployments/migrations?	>60	500 - 5000	Yes
Number of successful customer production Teams deployments/migrations?	>20	500 - 10,000	Yes
Number of successful customer production Teams Voice deployments/PBX migrations?	18	500 - 10,000	Yes
Number of people with specialized expertise on technologies listed above	Globally >100 Locally 22		

3. **License Support Provider (LSP) service rates:**

Data and Artificial Intelligent	**Certified Competency (Yes/No)**	**Hourly Rate (On Premise)**	**Hourly Rate (Remote)**
Build Intelligent Apps	No	NA	NA
Build Intelligent Agents	Yes	$ 336 - $ 408	$ 280 - $ 340
Machine Learning	Yes	$ 336 - $ 408	$ 280 - $ 340
Internet of Things	Yes	$ 336 - $ 408	$ 280 - $ 340
Globally distributed data	No	NA	NA
OSS Databases	No	NA	NA
Cloud Scale Analytics	Yes	$ 336 - $ 408	$ 280 - $ 340
Data Platform Modernization to Azure	Yes	$ 336 - $ 408	$ 280 - $ 340
Windows Server on Azure	Yes	$ 336 - $ 408	$ 280 - $ 340
Security & Management	Yes	$ 336 - $ 408	$ 280 - $ 340
Datacenter Migration	Yes	$ 336 - $ 408	$ 280 - $ 340
Modern Business Intelligence	Yes	$ 336 - $ 408	$ 280 - $ 340
Copilot	Yes	$ 336 - $ 408	$ 280 - $ 340
Biz Apps			
Customer Service	No	NA	NA
Field Service	No	NA	NA
Marketing	No	NA	NA
Talent	No	NA	NA
Finance and Operations	No	NA	NA
Business Central	No	NA	NA
Power Apps	Yes	$ 336 - $ 408	$ 280 - $ 340
Power BI	Yes	$ 336 - $ 408	$ 280 - $ 340
Apps and Infrastructure			
Azure Stack	No	NA	NA
High Performance Compute	No	NA	NA
Cloud Native Apps using Serverless	Yes	$ 336 - $ 408	$ 280 - $ 340
Modernize Apps	Yes	$ 336 - $ 408	$ 280 - $ 340
SAP on Azure	No	NA	NA
Linux on Azure	No	NA	NA
Dev Ops	Yes	$ 336 - $ 408	$ 280 - $ 340
Business Continuity & Disaster Recovery	Yes	$ 336 - $ 408	$ 280 - $ 340
Windows Server on Azure	Yes	$ 336 - $ 408	$ 280 - $ 340
Security & Management	Yes	$ 336 - $ 408	$ 280 - $ 340
Datacenter Migration	Yes	$ 336 - $ 408	$ 280 - $ 340
Modern Workplace			
User Adoption & Change Management	Yes	$ 336 - $ 408	$ 280 - $ 340
Security	Yes	$ 336 - $ 408	$ 280 - $ 340
GDPR & Compliance	Yes	$ 360 - $ 420	$ 300 - $ 350
Teamwork	Yes	$ 336 - $ 408	$ 280 - $ 340
Calling & Meetings	Yes	$ 336 - $ 408	$ 280 - $ 340
Modern Desktop	Yes	$ 336 - $ 408	$ 280 - $ 340
Office 365 Migration Assistance	Yes	$ 336 - $ 408	$ 280 - $ 340
Mail	Yes	$ 336 - $ 408	$ 280 - $ 340
Teams	Yes	$ 336 - $ 408	$ 280 - $ 340
SharePoint	Yes	$ 336 - $ 408	$ 280 - $ 340
OneDrive	Yes	$ 336 - $ 408	$ 280 - $ 340

Exhibit B

LSP REPORTING OF ACTIVE ENROLLMENTS
MICROSOFT ENTERPRISE AGREEMENT No. 8084445

LSP Name	*Company name*
RIVCO Contract ID	**TBD**

Master Enrollment	**Enrollment Number:**	**Enrollment Entity:**	**Start Date:**	**End Date:**	**Annual Sales** Reporting Term: Calendar Year	**Enrollment Contact:**	**Enrollment Contact Email:**	**Enrollment Contact Tel:**
		County of Riverside	XX/XX/XXXX	XX/XX/XXXX		John Doe		

Exhibit C
MICROSOFT LSP PARTICIPATION FORM

JIM SMITH
Chief Information Officer

DARRYL POLK
Chief Technology Officer

TRACY TILLMAN
Deputy Director Admin – IT

ANTHONY CHOGYOJI
Chief Information Security Officer

MARTIN PEREZ, ACIO
Enterprise Applications Bureau

GUSTAVO VAZQUEZ, ACIO
Converged Communications Bureau

KARAN CHANDRAN, ACIO
Technology Services Bureau

Microsoft LSP Participation Form
(RFQ # ITARC-00532 Attachment 2)

Complete this form and return to:	Payment should be made to:
Attention: Linda Fakhouri E-mail: lfakhouri@rivco.org	Riverside County Information Technology 3450 14th Street, Fourth Floor Riverside, CA 92501 County of Riverside TIN #: 95-6000930

Company Name: Crayon Software Experts, LLC

Name: Candy Kareem Title: VP of Finance

Address: 12221 Merit Drive, Suite 1400

City: Dallas, Texas Zip Code: 75251 Telephone #: 469-329-0290

Fax #: Email: sledbids.us@crayon.com

The County of Riverside is the host of the Microsoft Master Agreement No. 8084445. All questions regarding the products and licensing should be directed to Microsoft.

By signing below, I am agreeing to pay the participation fees for each enrollment that is established by leveraging the County of Riverside Master Agreement in accordance to the schedule referenced on RFQ # ITARC-00532 and any subsequent contracts and / or amendments.

By signing below, I also agree that all enrollments will be submitted to Microsoft direct, to report enrollment activity and comply to the payment schedule per RFQ # ITARC-00532 to Riverside County Information Technology.

Please reference the remittance information above for where to send the payment. Failure to comply may result in the award being rescinded.

Candy Kareem
Candy Kareem (May 9, 2024 13:29 CDT)
Signature

05/09/2024
Date

Candy Kareem
Printed Name

VP of Finance
Title

Crayon Group - Internal Only

Exhibit D
Microsoft EA Benefits for Government Agencies

E1 Reduced Paperwork

Reduced number of separate documents to review – by consolidating amendments into a single document. Many of the amendments previously required are now built into the enrollment document. Customers utilizing the County of Riverside EA Master Agreement may choose either an Enterprise Enrollment or a Server and Cloud Enrollment (or both) depending on their needs.

E2 Standard Pricing Across all platforms

Microsoft will provide LSP's (authorized EA LSPs on this contract) with Government Level-D, pricing off of published "LSP cost" all platforms. Azure discount is a factor of the consumption rate. This will make it easy when calculating New, Additional product, and True-up purchases at the beginning or during your Enterprise Agreement Term. It also reduces possible confusion among partners.

E3 No charge Onboarding Services

Microsoft assisted onboarding is now a benefit of Office 365, Microsoft Intune, Azure AD Premium and Azure RMS. Eligible customers will receive guidance from a dedicated group of onboarding experts known as the Microsoft FastTrack Center (FTC) to onboard to these services. The FTC uses an onboarding approach known as FastTrack to help you, your IT Team, and or Partner, confidently onboard new users and capabilities. Programs are subject to change and/or evolve.

E4 No Charge Security Incident Assistance

Microsoft will engage special security teams in the event of an exploit if your organization leverages Microsoft security technologies as part of your enterprise agreement commitment. These teams will help you identify and stop the malicious attack and triage the incident. See your Microsoft Sales Executive for more details.

E5 Raise and lower commitment for hosted services during the Enterprise Agreement Period

You can raise your commitment for hosted services like O365, CRM, Azure during the current EA year and only commit to the remaining months in that year. Example: your anniversary for your Year-2 term is in November and your adding 100 Office 365 users in May. You will only be obligated to pay for the 6 months leading to your anniversary. Additionally, you can now true-down hosted services at your anniversary to the original commitment level as well.

E6 Additional Software Assurance benefits

- With New Version Rights, you can upgrade each Microsoft product license that is covered by active Software Assurance to the most recent version for no additional cost. When a new version of Microsoft Office is released during the term of your agreement, your licenses are automatically upgraded to the new version.

- Office Roaming Use Rights: Help expand end-user productivity and extend the value of your virtual desktop environment with Office Roaming Use Rights, which lets users with Software Assurance on Office, Project, or Visio remotely access their software on their virtual desktops from third-party devices.

- Spread Payments: Spread the costs of your License and Software Assurance purchase across three equal, annual sums versus one up-front payment to help reduce initial costs and aid in forecasting annual software budget requirements up to three years in advance. When you use the Spread Payments benefit, no interest or additional fees are incurred. You may also consider Microsoft Payment Solutions to help finance your technology needs, including software, services, partner products, and hardware. Although Microsoft Payment Solutions is not part of Software Assurance, you can choose it separate from, or in addition to, the Spread Payments benefit to create a customized payment structure.
- Step-Up Licensing: Volume Licensing customers with Software Assurance can migrate from a lower edition to a higher edition software product while maintaining their Software Assurance coverage on a given product. The Step-up License makes it easier for you to move from a lower level edition to a higher-level edition without incurring the full cost of licensing two separate editions of the software.

More information about the Software Assurance by products as listed above can be found at: https://www.microsoft.com/en-us/Licensing/licensing-programs/software-assurance-by-product.aspx?83ffdda4-a263-4123-9752-1122538c0a96=True

Exhibit E
Microsoft Enterprise Agreements and Amendments

E1) Microsoft Enterprise Agreement No. 8084445.
E2) Microsoft Select Plus Agreement No. 7756479.
E3) Amendments No. 1- EA Custom Terms CTM (Document No. CTM-CPT-OPT-FWK)
E4) Amendments No. 2- EA Custom Terms (Document No. CTM-FWK-CTC-AGR).

Crayon

Quote Details	
Enrollment Number	TBD
Customer Name	City of Ontario
Quote Date:	12/18/2025
Coverage Start:	3/1/2026
Coverage End:	2/28/2029

Coverage Period: 3/1/2026 - 2/28/2029

Part Number	Description	Months Remaining	Qty	Annual Net Unit Price	Extended Total
	Enterprise Products				
AAD-34704	M365 G3 Unified FUSL GCC Sub Per User	12	1230	$387.57	$476,711.10
AAL-45735	M365 G5 GCC Sub Per User	12	50	$613.66	$30,683.00
	Additional Products				
4ES-00001	EOA Exchange Online GCC Sub Per User	12	750	$28.38	$21,285.00
EP2-24658	M365 Copilot GCC Sub Add-on	12	10	$367.02	$3,670.20
AAD-63092	M365 F3 Unified GCC Sub Per User	12	750	$83.56	$62,670.00
M9T-00002	O365 Extra File Storage GCC Sub Add-on Extra Storage 1 GB	12	20	$2.20	$44.00
7VX-00001	Planner & Project P5 GCC Sub Per User	12	5	$503.31	$2,516.55
DDJ-00001	Power BI Pro GCC Sub Per User	12	20	$100.56	$2,011.20
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	12	1980	$0.00	$0.00
VA1-00001	Teams Rooms Pro GCC Sub Per Device	12	2	$430.64	$861.28
				Months Remaining 12	$600,452.33

Description	Part Number	Purchase Period	Qty	Customer Price	Extended Total
	Additional Products				
7NQ-00292	SQL Server Standard Core ALng SA 2L	1 Yr(s) Remaining	6	$649.38	$3,896.28
QEK-00003	Visual Studio Pro with GitHub ALng SA	1 Yr(s) Remaining	1	$309.28	$309.28
9EA-00278	Win Server DC Core ALng SA 2L	1 Yr(s) Remaining	48	$139.47	$6,694.56
9EM-00270	Win Server Standard Core ALng SA 2L	1 Yr(s) Remaining	32	$21.41	$685.12
					$11,585.24

1 Year Total:	$612,037.57
3 Year Total:	$1,836,112.71

Standard Pricing Terms

** Pricing Expires in 30 days from date of quote **

** All items included in this RFQ are new, unused, not refurbished, with original manufacturer warranty.**

** Enterprise Agreements are direct billings from Microsoft. Please make out purchase orders to Microsoft Corporation**

** Pass-Through Warranty and Other Rights.**

As a reseller, end-user warranties and liabilities (with respect to any third party software products provided by Crayon Software Experts) shall be provided as a pass-through from the manufacturer of such products.

All software products are subject to the license agreement of the applicable software supplier, as provided with the software packaging or in the software at time of shipment

1. Pricing and availability on quotes subject to change without notice.
2. Crayon Software Experts reserves the right to correct errors on quotes where applicable.
3. Applicable Taxes and Delivery are Extra and will be calculated and posted on final invoice.
4. Errors & Omissions Excluded.
5. Changes to a quote are subject to written acceptance by Crayon Software Experts.
6. Please see our website for return details: http://www.crayon.com/en-us/about-us/return-policy/

Crayon Group - Internal Only

Microsoft | Volume Licensing

Program Signature Form

MBA/MBSA number

Agreement number

Proposal ID

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*
Tax ID

** indicates required field*

Microsoft Affiliate
Microsoft Corporation
Signature _____ **Printed First and Last Name** **Printed Title** **Signature Date** (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6880 Sierra Center Parkway
Reno, Nevada 89511
USA

Enterprise Enrollment

State and Local

Enterprise Enrollment number *(Microsoft to complete)*	
Previous Enrollment number *(Reseller to complete)*	

Framework ID *(if applicable)*	

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Microsoft Products and Services Data Protection Addendum, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at http://www.microsoft.com/licensing/contracts. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

2. Order requirements.

a. Minimum order requirements. Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.

(i) Enterprise commitment. Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).

(ii) Enterprise Online Services only. If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services**.**

b. Additional Products. Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

c. Use Rights for Enterprise Products. For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.

d. Country of usage. Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

e. Resellers. Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.

f. Adding Products.

(i) Adding new Products not previously ordered. New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

(ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

(i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.

(ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.

(iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.

(iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced as long as (a) the initial order minimum requirements are maintained and (b) the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.

2) For Enterprise Online Services in a given Product pool that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as (a) the initial order minimum requirements are maintained and (b) all then-active users of each Online Service are included the total quantity of Licenses remaining after the reduction. An Enrolled Affiliate may reduce Licenses for Online Services on or before the Enrollment anniversary date and place a reservation order for such licenses within 90 days after the anniversary date; however, any licenses ordered as described in this section will be invoiced to the Enrolled Affiliate for the time period the licenses were made available. Subscription Licenses ordered upfront may not be reduced.

3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

(v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional

Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vi) True-up order period. The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The last true-up order or update statement during an Enrollment term is due within 30 days prior to the Expiration Date, and any license reservations within this 30-day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) Late true-up order. If the true-up order or update statement is not received when due, Microsoft may invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. Step-up Licenses. For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. Clerical errors. Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. Verifying compliance. Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

a. Price Levels. For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. Setting Prices. Unless otherwise expressly agreed to by the parties and except for Online Services designated in the Product Terms as being exempt from fixed pricing, Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. Payment terms.

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. *End of Enrollment term and termination.*

a. General. At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

b. Renewal option. At the Expiration Date of the initial term, Enrolled Affiliate may request to renew Products and Services under this Enrollment for one additional 36-month term. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements or Enrollments in order to renew. In order for a renewal request to be considered, Microsoft must receive a Renewal Form, Product Selection Form, and renewal request prior to or at the Expiration Date. Microsoft will review a renewal request made under this section in good faith and may accept or reject such request in its sole discretion.

c. If Enrolled Affiliate elects not to renew.

(i) Software Assurance. If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) Online Services eligible for an Extended Term. For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) Extended Term. Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term option that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) Cancellation during Extended Term. At any time during the first twelve months of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, Microsoft may condition the continued use of each Online Service on the acceptance of new terms by the Enrolled Affiliate. Enrolled Affiliate will be notified in writing of any new terms at least 60 days before any such changes take effect. Enrolled Affiliate acknowledges and agrees that after the notice described in this section, its continued use of each Online Service after the effective date provided in the notice will constitute its acceptance of the new terms. If Enrolled Affiliate does not agree to the new terms, it must stop using the Online Services and terminate the Extended Term as provided in this section. Enrolled Affiliate's termination under this section will be effective at the end of the month following 30 days after Microsoft has received the notice.

(iii) Subscription Licenses and Online Services not eligible for an Extended Term. If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. Termination for cause. Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. Early termination. Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

a. Community requirements. If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.

d. Use Rights for Government Community Cloud Services. For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:

(i) Government Community Cloud Services will be offered only within the United States.

(ii) Additional European Terms, as set forth in the Use Rights, will not apply.

(iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

Make an election for including Affiliates in the Enterprise (Required).

Check **only one box** in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☐ **Enrolled Affiliate only.**

☐ **All Affiliates.** All Affiliates of Enrolled Affiliate are hereby included in the Enterprise. Enrolled Affiliate represents that its Affiliates are entire offices, bureaus, agencies, departments, or other entities, not partial offices, bureaus, agencies, or departments, or other partial entities. Enrolled Affiliate may order Products for use by its Affiliates. If it does, the licenses granted to Enrolled Affiliate under this Enrollment will apply to such Affiliates, but Enrolled Affiliate will have the sole right to enforce the Agreement and this Enrollment against Microsoft. Enrolled Affiliate will remain responsible for all obligations under this Enrollment and for its Affiliates' compliance with this Enrollment.

☐ **Enrolled Affiliate including.** Only the Enrolled Affiliate and the Affiliates listed below will be included in the Enterprise. Enrolled Affiliate represents that its Affiliates are entire offices, bureaus, agencies, departments, or other entities, not partial offices, bureaus, agencies, or departments, or other partial entities. Enrolled Affiliate may order Products for use by its Affiliates. If it does, the licenses granted to Enrolled Affiliate under this Enrollment will apply to such Affiliates, but Enrolled Affiliate will have the sole right to enforce the Agreement and this Enrollment against Microsoft. Enrolled Affiliate will remain responsible for all obligations under this Enrollment and for its Affiliates' compliance with this Enrollment.

The following Affiliates are included in the Enterprise:

Notwithstanding anything to the contrary in the Agreement, the parties acknowledge and agree to the following:

Products ordered under this Enrollment may be subject to U.S. and other countries' export jurisdictions. Each party will comply with all laws and regulations applicable to the import or export of the Products, including, without limitation, trade laws of the U.S., EU, and UK, such as the U.S. Export Administration Regulations, sanctions regulations administered by the U.S. Office of Foreign Assets Control, the EU Dual Use Regulation 2021/821, and/or other end-user, end use, and destination restrictions ("Trade Laws"). Customer will not, and will ensure its Affiliates will not, take any action that causes Microsoft to violate applicable Trade Laws. Microsoft may suspend or terminate this Enrollment immediately without notice to the extent that Microsoft reasonably believes that performance would cause it to violate Trade Laws or put it at risk of becoming subject to sanctions and penalties under such laws. Customer remains responsible for its and for its Affiliates' compliance with this section and, to the extent applicable, a Regional Trade Compliance Supplemental Terms incorporated herein by reference.

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties

that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at https://privacy.microsoft.com/privacystatement.

a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact may also be an Online Administrator for Volume Licensing in the Microsoft 365 Admin Center (MAC)and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)*
Contact name: First* **Middle** **Last***
Contact email address*
Street address*
City*
State*
Postal code* -
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country*
Phone*
Tax ID
Work or School (WSA) Account ID
** indicates required fields*

b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for Volume Licensing in the Microsoft 365 Admin Center (MAC)and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Servies, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☐ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name: First* **Middle** **Last***
Contact email address*
Street address*
City*
State*
Postal code* -
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country*
Phone*
Work or School (WSA) Account ID
Language preference. Choose the language for notices. English
☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
** indicates required fields*

c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

☐ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name: First* **Middle** **Last***
Contact email address*
Phone*

Work or School (WSA) Account ID
☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required fields*

d. Reseller information. Reseller contact for this Enrollment is:

Reseller company name*
Street address (PO boxes will not be accepted)*
City*
State*
Postal code*
Country*
Contact name*
Phone*
Contact email address*
** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* _____

Printed name*
Printed title*
Date*

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

(i) Additional notices contact
(ii) Software Assurance manager
(iii) Subscriptions manager
(iv) Customer Support Manager (CSM) contact

3. Financing elections.

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

CITY OF ONTARIO *Agenda Report* **January 20, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Community Development Prepared By: James Caro Staff Member Presenting: Rudy Zeledon, Executive Director Community Development Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 13

SUBJECT: **ORDINANCES ADDING CHANGES TO CHAPTERS 18 AND 19 OF TITLE 8 OF THE ONTARIO MUNICIPAL CODE**

RECOMMENDATION: That the City Council consider and adopt:

A. An Ordinance adding Chapter 18 of Title 8 of The Ontario Municipal Code Pertaining to a Seismic Safety Mitigation Program for Unreinforced Masonry Buildings.
B. An Ordinance adding Chapter 19 of Title 8 of The Ontario Municipal Code Pertaining to mandatory Seismic Strengthening provisions for existing wood-frame buildings with soft, weak or open-front wall.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Maintain the Current High Level of Public Safety
Focus Resources in Ontario's Commercial and Residential Neighborhoods

FISCAL IMPACT: There is not a direct fiscal impact associated with this action. However, if the City Council authorizes the Building Official to waive City Building Department permit fees for retrofit for High-Risk Unreinforced Masonry (URM) and Soft-Story structures, the City would forgo the additional revenue that would otherwise be generated from these permit fees. Safeguarding public safety, protecting property, and strengthening the City's resilience against future earthquakes are critical objectives supported by the seismic strengthening of commercial and multi-family structures. The long-term benefits of retrofitted buildings outweigh the loss in permit fee revenues.

BACKGROUND & ANALYSIS: On December 16, 2025, the City Council introduced and waived further reading of Ordinances adding changes to Chapters 18 and 19 of Title 8 of the Ontario Municipal Code. In 1986, California enacted a law ("Unreinforced Masonry Law," California Government Code sections 8875 et seq.) that required local governments in Seismic Zone 4 to inventory unreinforced masonry (URM) buildings, to establish a URM loss reduction program and report progress to the state by 1990. To date, the city has not implemented a Seismic Safety Mitigation Program for (URM) Buildings. As we advance efforts to revitalize our Downtown, it is essential to establish such a program to safeguard public safety, protect property, and strengthen the City's resilience against future earthquakes.

Additionally, California Health and Safety Code Section 19160(m) highlights the seismic vulnerability of soft-story residential buildings. In response, the City is proposing the creation of a Seismic Strengthening Requirements Provisions specifically aimed at addressing the risks associated with these structures.

Unreinforced masonry buildings ("URMs")

Unreinforced masonry buildings ("URMs") are generally brick buildings constructed prior to 1933, predating earthquake-resistant design standards. These buildings can possess features including, but not limited to, unbraced parapets, walls and roofs that are not attached to each other, and poorly constructed walls. In past earthquakes many of these types of structures have performed poorly and/or collapsed causing loss of life, personal injury, and substantial property damage. Buildings constructed of unreinforced masonry walls have been widely recognized as being vulnerable to sustaining significant damage during moderate to strong earthquakes. The City of Ontario contains approximately 78 buildings of unreinforced masonry construction that have been determined to be "potentially hazardous" during a seismic event and that have not been adequately strengthened (See Exhibit "A"). These buildings are generally located within the downtown area. The URM Law requires all local cities to:

1. Inventory URM buildings within each jurisdiction.
2. Establish loss reduction programs for URM buildings.
3. Report progress to the California Seismic Safety Commission.

In addition, the law recommends that local governments:

1. Establish seismic retrofit standards.
2. Adopt mandatory strengthening programs.
3. Enact measures to reduce the number of occupants in URM buildings.

Soft Story Buildings

Soft Story Buildings are older multi-unit residential wood frame buildings with soft, weak, open, or otherwise vulnerable lower stories that are acknowledged to be among the most earthquake-prone structures in Ontario. These types of structures consist of partial tuck-under parking on the first-floor level with living space on the floors above. In past earthquakes many of these types of structures have performed poorly and collapsed causing loss of life, personal injury, and substantial property damage.

The City of Ontario contains approximately 79 existing wood-frame buildings with soft, weak or open-front wall structures within the City (See Exhibit "B"). The Seismic Safety Commission has recommended legislative actions to enhance the safety of these buildings and reduce their seismic risk. The earthquake safety and post-earthquake recovery of housing is acknowledged as a goal of Ontario's emergency response and recovery plan.

URM and Soft Story Applicability

The provisions of URM Program applies to all buildings or portions of buildings constructed with unreinforced masonry walls with some exceptions such as public schools, hospitals and State or

federally owned buildings.

The provisions of the Soft Story Program (Ordinance) apply to all existing buildings of wood-frame construction, or wood-frame portions thereof, where:

1. A permit for construction of a new building was applied for on or before January 1, 1978, or if no permit can be located, the structure is determined by the Building Official to have been built under building code standards enacted prior to January 1, 1978; and
2. The ground floor portion of the structure contains parking or other similar open floor space that causes soft, weak, open-front wall lines, and there exist one or more stories above.

The Soft Story Program does not apply to single family residences, ground floor or basement concrete podium levels where a rigid concrete diaphragm exists, however the first wood frame story above the podium will be subject to the provisions of the Program where a soft, weak, or open front walls exist.

URM and Soft Story Programs

The URM and Soft Story programs will require an owner of each building to perform an investigation of the existing construction and a structural analysis to be completed on the building by a Registered Civil or Structural Engineer licensed in the State of California. If it is found that the building does not meet the minimum standards specified in the URM or Soft Story Programs, the Owner shall cause it to be structurally altered to conform to such standards. Each applicable building must demonstrate compliance or have been structurally altered to comply with the minimum standards in URM and Soft Story Programs (Ordinances) and are required to be maintained in conformity with the requirements of the Program in effect at the time of structural alteration.

Time Period for Compliance

URM and Soft Story buildings within the scope of the Programs will be required to be structurally altered to comply with the minimum standards of the Programs within the time periods shown on the table below. The Building Official shall prioritize enforcement of time periods based on level of risk to public safety. For URM and Soft Story buildings the level of risk is described as follows:

URM Buildings

1. High Risk: Structures containing multi-family residential structures or public facilities.
2. Medium Risk: Structures containing commercial, office or retail uses.
3. Low Risk: Structures containing manufacturing or industrial uses.

Soft Story Buildings

1. High Risk: Parcels containing buildings with 3 or more stories, or containing 25 or more dwelling units total, or qualified historic buildings (any size or number of units).
2. Medium Risk: Parcels containing 10 to 24 total units.
3. Low Risk: All parcels containing non-historic, 2-story buildings with 2 to 9 total units.

	REQUIRED	ACTION	BY OWNER
Risk Level	**Submit Structural Assessment**	**Plan & Obtain Permit**	**Complete Construction**
High Risk	9 months from Notice to Owner	9 months from Structural Assessment submittal	18 months from plan/permit Approval
Medium Risk	12 months from Notice to Owner	12 months from Structural Assessment submittal	24 months from plan/permit Approval
Low Risk	18 months from Notice to Owner	12 months from Structural Assessment submittal	24 months from plan/permit Approval

Time extensions may be granted by the Building Official. Apart from the 9-month period to submit the Structural Analysis, the building owner may request an extension for compliance. The Building Owner has the burden of proof to establish with substantial evidence that he or she is unable to continue work within the time required due to circumstances beyond the control of the permittee. The Building Official will establish and maintain a list of URM and Soft Story buildings and, within thirty days from the effective date of the URM and Story Ordinances, shall notify the owners and tenants, if applicable, of those buildings, in writing, that their buildings have been identified as URM or Soft Story buildings and of their obligation to mitigate the potential hazard in compliance with the URM and Soft Story Program. The Notices will be addressed to the Owner as shown on the last equalized San Bernardino County assessment roll of the building.

In addition, per State law requires all owners of URM buildings will be required to place a placard (8” x 10”) at the building's entrance informing people entering the building, that the building does not meet building standards.

Occupancy And Tenant Advisory

For both URM and Soft Story buildings the property owner will be responsible for advising all current and prospective residential and non-residential tenants, subtenants, lessees, sublessees, or any other person(s) entitled to the use and/or occupancy of the building of a proposed project. The notice will include the information for the project, as determined by the city, including the scope of work, expected duration, and contact information for a representative of the contractor. Proof of written notification will be required to be kept by the property owner and made available to the City upon request at any time until such permit is final, and construction is completed.

City Incentives

To help mitigate the costs associated with URM/Soft Story retrofits, the City will support property owners through the following incentives:

- Grant Assistance through the California Residential Mitigation Program Grants: Earthquake Brace + Bolt Program, Earthquake Soft-Story Program and Earthquake Multi-Unit Retrofit Program.
- City of Ontario Adaptive Reuse Program – Cost effective Permit Process that provides alternative approaches to mandated Codes that will permit adaptive reuse and still provide minimum requirements to safeguard the public health, safety, and welfare of the building occupants and help reduce cost.
- At the City Council's discretion, the Building Official may be authorized to waive City Building Department permit fees for the retrofit of High-Risk URM and Soft-Story structures. High-Risk structures are those that pose an elevated threat to public safety. High-Risk URM structures include buildings with multi-family occupancies and public facilities. High-Risk Soft-Story structures include parcels containing buildings with 3 or more stories, or containing 25 or more dwelling units total, or qualified historic buildings (any size or number of units). If the City Council concurs with authorizing the Building Official to waive permit fees for High-Risk URM and Soft-Story structures, staff recommends that the Council adopt the attached Resolution granting the Building Official this authority for qualifying High-Risk retrofit project.

Community Outreach

On Wednesday, October 1, 2025, the Building Department held a community meeting to present the draft URM and Soft Story Ordinances to property owners and businesses, and to gather feedback on the proposed regulations. In addition, on October 16, 2025, City staff met with the Downtown Ontario Improvement Association (DOIA) Board to present the draft Ordinances and receive comments. The following concerns were raised during both the community meeting and the DOIA Board meeting:

1. Mandatory Requirements - Participants questioned whether the City Council could decline to approve the ordinances. Staff explained that the State of California mandates implementation of a Seismic Safety Mitigation Program for Unreinforced Masonry (URM) and Soft Story buildings to address life-safety concerns. Adoption of the ordinances will make retrofits mandatory but will establish a compliance timeline.
2. Structural Engineers - Attendees asked whether the City would provide structural engineering services. Staff informed property owners that they are responsible for hiring their own structural engineers. Owners were directed to the California Contractors State License Board website to locate licensed engineers and contractors.
3. Building Plaque Requirement - Questions were raised regarding whether URM buildings must display a plaque. Staff clarified that State law (AB 2533) requires owners of URM buildings to place an 8" x 10" placard at the building entrance notifying occupants that the building does not meet current building standards.
4. Liability - A community member asked whether the City would be liable if the URM and Soft Story Ordinances were not implemented. Staff explained that the State mandates the ordinances; however, similar to accessibility requirements, property owners are responsible for maintaining safe conditions. If an incident occurs, liability generally rests with the owner. Once the ordinances are adopted, any new tenant improvement project will trigger retrofit enforcement. If the City fails to enforce requirements after that point, it could share liability.
5. Impact to Businesses - Questions were raised about whether the City had considered

potential business losses. Staff acknowledged that retrofits or tenant notifications regarding unsafe buildings may create disruptions. The City expressed its commitment to supporting property owners in completing retrofits as efficiently as possible and to exploring options or programs to assist affected tenants.

6. Financial Incentives - Participants asked whether the City would offer financial assistance for retrofits. Staff stated that the City will explore potential funding opportunities and assistance options, including grants, cost savings through the City's Adaptive Reuse Program (Streamlined Permit Process), and at the City Council's discretion, allowing the Building Official to reduce or waive City permit fees for retrofit projects.

CITY OF ONTARIO BUILDING DEPARTMENT

UNREINFORCED MASONRY

ADDRESS INDEX

BUILDING DEPARTMENT

303 E B ST
ONTARIO, CA. 91764

JAMES CARO
BUILDING OFFICIAL

CITY OF ONTARIO BUILDING DEPARTMENT

ADDRESS INDEX

1	104 W HOLT BLVD	32	222 E HOLT BLVD	63	245 N EUCLID AVE
2	108 W HOLT BLVD	33	226 E HOLT BLVD	64	303 N EUCLID AVE
3	109 W HOLT BLVD	34	228 E HOLT BLVD	65	536 N EUCLID AVE
4	110 W HOLT BLVD	35	230 E HOLT BLVD	66	100 S EUCLID AVE
5	111 W HOLT BLVD	36	444 E HOLT BLVD	67	108 S EUCLID AVE
6	112 W HOLT BLVD	37	500 E HOLT BLVD	68	112 S EUCLID AVE
7	114 W HOLT BLVD	38	504 E HOLT BLVD	69	214 S EUCLID AVE
8	116 W HOLT BLVD	39	506 E HOLT BLVD	70	123 N LAUREL AVE
9	117 W HOLT BLVD	40	510 E HOLT BLVD	71	125 N LAUREL AVE
10	118 W HOLT BLVD	41	624 E HOLT BLVD	72	127 N LAUREL AVE
11	120 W HOLT BLVD	42	101 N EUCLID AVE	73	211-215 S LAUREL AVE
12	122-124 W HOLT BLVD	43	105 N EUCLID AVE	74	203 W B ST
13	123 W HOLT BLVD	44	109 N EUCLID AVE	75	325 W B ST
14	205 W HOLT BLVD	45	111 N EUCLID AVE	76	109 N VINE AVE
15	209 W HOLT BLVD	46	113-115 N EUCLID AVE	77	211 W EMPORIA ST
16	210 W HOLT BLVD	47	114 N EUCLID AVE	78	322 W D ST
17	212 W HOLT BLVD	48	117 N EUCLID AVE		
18	213 W HOLT BLVD	49	120-126 N EUCLID AVE		
19	215 W HOLT BLVD	50	129 N EUCLID AVE		
20	218 W HOLT BLVD	51	137 N EUCLID AVE		
21	221 W HOLT BLVD	52	139 N EUCLID AVE		
22	225 W HOLT BLVD	53	141 N EUCLID AVE		
23	316 W HOLT BLVD	54	143 N EUCLID AVE		
24	400 W HOLT BLVD	55	200 N EUCLID AVE		
25	517 W HOLT BLVD	56	203 N EUCLID AVE		
26	522 W HOLT BLVD	57	207 N EUCLID AVE		
27	525 W HOLT BLVD	58	211 N EUCLID AVE		
28	531 W HOLT BLVD	59	215 N EUCLID AVE		
29	204 E HOLT BLVD	60	217-219 N EUCLID AVE		
30	212, 214,218 E HOLT BLVD	61	231 N EUCLID AVE		
31	220 E HOLT BLVD	62	233-235 N EUCLID AVE		

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADDING PURSUANT TO AN EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, CHAPTER 18 OF TITLE 8 OF THE ONTARIO MUNICIPAL CODE PERTAINING TO A SEISMIC SAFETY MITIGATION PROGRAM FOR UNREINFORCED MASONRY BUILDINGS, AND MAKING FINDINGS IN SUPPORT THEREOF.

WHEREAS, it is acknowledged that the City of Ontario ("City") will experience earthquakes in the future due to its proximity to numerous earthquake faults, including San Andreas, San Jacinto, San Jose, Sierra Madre, Indian Hill, Chino, and Whittier- Elsinore faults; and

WHEREAS, it is found and declared that when a strong or moderate earthquake occurs, loss of life, serious injury and/or impaired economic value may result from damage to or collapse of buildings in the City; and

WHEREAS, buildings constructed of unreinforced masonry walls have been widely recognized as being vulnerable to sustaining significant damage during moderate to strong earthquakes; and

WHEREAS, pursuant to the "Unreinforced Masonry Law," California Government Code sections 8875 *et seq.* the City implemented a seismic hazard program that identified unreinforced masonry buildings that may be hazardous to their occupants, pedestrians and adjacent structures and their occupants in the event of an earthquake; and

WHEREAS, the City contains approximately 78 buildings of unreinforced masonry construction that have been determined to be "potentially hazardous" during a seismic event and that have not been adequately strengthened; and

WHEREAS, the City Council desires to lessen the risk to life and property of the citizens of Ontario posed by unreinforced masonry buildings; and

WHEREAS, the earthquake safety and post-earthquake recovery of housing is acknowledged as a goal of Ontario's emergency response and recovery plan; and

WHEREAS, the California Existing Building Code requires seismic retrofit only in exceptionally rare cases; and

WHEREAS, it is acknowledged to be in the best interests of Ontario's building owners, commercial and residential tenants, and all residents to apply retrofit standards that balance the benefits of reduced earthquake losses with the costs and disruptions of seismic retrofit; and

WHEREAS, it is the desire and intent of the City Council to provide Ontario citizens with the greatest degree of protection from the hazards of unreinforced masonry buildings in the most effective manner; and

WHEREAS, the purpose of this Ordinance is to promote public safety by providing standards for both analyzing and retrofitting potentially hazardous unreinforced masonry buildings; and

WHEREAS, the City Council in adopting this Ordinance relies upon the authority vested in the Council pursuant to California Government Code sections 8875 et seq. and California Health and Safety Code sections 19160 et seq.; and

WHEREAS, the City held a public hearing on December 16, 2025, at which time all interested persons had the opportunity to appear and be heard on the matter of adopting the Codes as amended herein; and

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

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. The City Council hereby finds that

A. California Health and Safety Code Section 19161(a) authorizes the City of Ontario to assess its earthquake hazard and to identify potentially seismically hazardous buildings; and

B. California Health and Safety Code Section 19161(b) requires such identification to be made by a licensed architect or civil engineer or by the staff of a local building department when supervised by a licensed architect or civil engineer; and

C. With reference to California Health and Safety Code Section 19162(b)(1), the California Building Standards Commission has adopted Section 317 of the California Existing Building Code, which allows a local jurisdiction to adopt standards for earthquake evaluation and retrofit based on the national standard known as ASCE 41, titled Seismic Evaluation and Retrofit of Existing Buildings; and

D. California Health and Safety Code Section 19161(a)(1) identifies the buildings that are the subject of this Ordinance as “potentially hazardous buildings.” California Building Code Section 1.1.8.1 states that local ordinances and mitigation programs for such buildings are exempt from making express findings otherwise required by California Health and Safety Code Section 19163(b) citing Section 17958.5 and Section 17958.7.

SECTION 2. Seismic Safety Mitigation Program for Unreinforced Masonry Buildings, is added to read as follows:

Section 8-18.010 Purpose.

Unreinforced masonry buildings ("URMs") are generally brick buildings constructed prior to 1933, predating earthquake-resistant design standards. These buildings can possess features including, but not limited to, unbraced parapets, walls and roofs that are not attached to each other, and poorly constructed walls. In past earthquakes many of these types of structures have performed poorly and/or collapsed causing loss of life, personal injury, and substantial property damage. The purpose of this Chapter is to provide alternative construction regulations designed to reduce the risk of death or injury resulting from earthquake hazards in existing unreinforced masonry buildings in a timely and economically feasible manner while preserving the historic character of the community. This Chapter creates minimum standards intended to reduce the risk of collapse and improve the performance of these buildings during earthquakes, but not necessarily prevent the loss of life, injury and damage to property.

Section 8-18.020 Applicability.

The provisions of this Chapter shall apply to all buildings or portions of buildings constructed with unreinforced masonry walls with the following exceptions:

A. A building which has been seismically retrofitted since 1985 that complies with the strengthening standards in effect at the time as determined by the Building Official;

B. A detached Group R Division 3 Occupancy or a detached Group R Division 1 Occupancy having four living units or fewer;

C. Accessory buildings serving Group R Division 3 Occupancies or accessory buildings serving Group R Division 1 Occupancies having four living units or fewer;

D. Public schools;

E. Hospitals; and

F. State or federally owned buildings.

Section 8-18.030 Definitions.

For the purposes of this Article, certain words, phrases, terms and their derivatives shall be construed as specified in this section. Words, phrases, and terms that are used in this Chapter, but not specifically defined, shall have the meaning set forth in the applicable local, state or federal code, if appropriate. Other such words, phrases and terms shall be accorded their ordinary meanings.

"Architect" shall mean a person who is licensed to practice architecture in this state.

"Architectural and Engineering fees" shall mean all design and analysis costs, not repair

costs.

"Board of Appeals" shall be as outlined in Section 113 of the CBC.

"Building" for the purpose of determining occupant load, shall mean any contiguous or interconnected structure; for purposes of engineering evaluation, shall mean the entire structure or portion thereof which will respond to seismic forces as a unit.

"Building Code" or "CBC" shall mean the current edition of the California State Building Code, as amended from time to time mid as adopted and amended and/or updated by the city.'

"California Existing Building Code (or "CEBC)" shall mean the seismic provision for unreinforced masonry buildings contained in the 2022 edition of the CEBC, as adopted and as may be updated by the City.

"Engineer" shall mean any professional, civil or structural engineer who is licensed to practice engineering in this state.

"Owner" shall mean any individual or group of individuals or firm or any other entity holding legal or equitable title to the real property.

"Qualified historical Building" shall mean any building, structure or collection of structures deemed of importance to the history, architecture, or culture of an area by an appropriate local, state, or federal governmental jurisdiction. This shall include structures on existing or future national, state or local historical registers or official inventories of historical or architecturally significant sites, places, historic districts, or landmarks.

"Retrofit" or "Retrofitting" shall mean any and all structural work necessary to comply with the requirements of this Chapter, including but not limited to all improvements, alterations and repairs.

"Unreinforced Masonry (URM) Building" shall mean any building or structure containing one or more walls constructed wholly or partly with unreinforced.

"Unreinforced Masonry (URM) Wall" shall mean a masonry wall in which the area of reinforcing steel is less than 25 percent of the minimum steel ratios required by the current California Building Code for reinforced masonry.

"Valuation" shall mean the total value of all construction work as determined by the Building Official.

Section 8-18.040 URM Buildings Hazard Mitigation Process.

The following process shall be followed for abatement of the hazards posed by URM buildings:

A. Establish List and Notify Owner. The Building Official shall establish and maintain

a list of URM buildings and, within thirty (30) days from the effective date of this Chapter, shall notify the owners and tenants, if applicable, of those buildings in writing that their buildings have been identified as URM buildings as defined in this Chapter and of their obligation to mitigate the potential hazard in compliance with this Chapter.

B. Contents of Notice to Owner. The Notice to Owner shall be addressed to the Owner as shown on the last equalized San Bernardino County assessment roll of the building. The Notice shall include the following:

   A. A statement that the structure has been reviewed and appears to be of the type, which is prone to significant damage, including collapse, in a moderate to major earthquake;

   B. Direction to comply with the retrofitting requirements of this Chapter, as applicable;

   C. Where applicable, the findings on which the determination that the building or structure does not comply is based;

   D. The time schedule for commencement and completion of seismic retrofitting;

   E. A statement that the owner is required to provide a copy of the notice to correct deficiencies to all tenants of the structure; and

   F. A statement that a URM certificate will be recorded in the office of the County Recorder until the subject building is removed from the URM list in accordance with subsection 8-18.080.

C. Failure to Receive Notice to Owner. Failure of any Owner, party concerned or other person to receive such Notice to Owner shall not affect the validity of any proceedings taken thereunder.

D. Recordation. At the time that the notice as outlined in subsection (A) is served, the Building Official shall record with the office of the County Recorder a certificate stating that the subject building is within the scope the "Seismic Safety Mitigation Program for Unreinforced Masonry Buildings" Ordinance." The certificate shall also state that the owner thereof has been ordered to review and structurally analyze the building and upgrade the building in accordance with this Chapter.

Section 8-18.050 Structural Analysis Assessment.

The Owner of each building subject to the provisions of this Chapter shall cause an investigation of the existing construction and a structural analysis to be performed on the building by a Registered Civil or Structural Engineer licensed in the State of California and if the building does not meet the minimum standards specified in this Chapter, the Owner shall cause it to be structurally altered to conform to such standards.

Each applicable building within the scope of this Chapter which has been analyzed to demonstrate compliance or has been structurally altered to comply with the minimum standards in this Chapter shall be maintained in conformity with the requirements of this Chapter in effect at the time of structural alteration.

Section 8-18.060 Engineering Analysis Required.

A. General. Engineering plans, calculations and specifications shall be filed with the applicable building permit demonstrating that the proposed retrofit work will comply with the applicable standards specified in the CBC for the buildings.

B. Mandatory Seismic Retrofitting. All unreinforced masonry buildings shall be retrofitted in accordance with the seismic standards contained in the CBC, except that qualified historical buildings may use the applicable provisions of the State Historical Building Code in conjunction with the CBC as provided in subsection (h). All destructive materials testing in accordance with the CBC is required only when those elements are used as part of the structural design. The decision of whether to test existing materials is the responsibility of the engineer/architect, and the city assumes no liability for damage, injury, or harm caused by the testing. In the absence of acceptable test data, the engineer/architect shall use allowable stresses for existing materials in accordance with the CBC or as approved by the Building Official. The owner shall file with the Building Official plans, structural calculations and specifications with an acceptable building permit application to comply with the applicable mandatory retrofit standard within the time specified in subsection (e). The information required for a building permit application shall be in accordance with subsection (f).

C. Preparer of plans, calculations and specifications. Building owners shall employ a civil or structural engineer or architect, registered by the State of California, herein called "engineer/architect", to prepare the required engineering plans, calculations and specifications acceptable to the Building Official.

D. “Scope of work”, provided on the title page needs to address all the proposed work that per the Building Codes requires a permit.

E. “Building Data Analysis”, provided on the title page needs to provide the following.

1. Codes Used
2. Building information
3. Site information
4. Parking requirements and provided
5. Number of bathrooms and fixtures needed and provided.
6. Exits, what is required, what is provided and distance to them.

F. Exception. One URM wall or common URM wall with an existing engineering analysis report on file and prepared since October 2022 shall only be required to

retrofit that one URM wall or common URM wall if the owner demonstrates to the satisfaction of the Building Official that the retrofit of the common URM wall or URM wall will not weaken the remaining building and/or structure, and any other requirements that the Building Official may deem necessary to comply with this Chapter.

Section 8-18.070 Time Period for Compliance/Priority Designation.

A. Plan. Permits and Construction. Each building within the scope of this Chapter shall be structurally altered to comply with the minimum standards in this Chapter within the time periods shown in Table A. Minimum plan requirements shall be as specified by the Building Official. Failure to comply with the program within the specified time frame shall be a violation of this Chapter and subject the owner to the penalties and remedies described in Section 8-18.120.

B. Screening Form (optional). Within the time limits allowed in Table A, if the Owner of any building believes he/she is not subject to the provisions of this Chapter, Owner shall submit a screening form to the Building Department. The Screening Form shall be completed by a licensed civil or structural engineer and shall state whether the structure conforms to the earthquake design provisions contained in this Chapter Retrofit of said building shall not be required if Screening Form determines that the structure conforms with the earthquake design provisions of this Chapter, as determined by the Building Official. Retrofit of said building shall be required if Owner fails to submit the Screening Form within the time limit specified in Table A or if the Screening Form determines that the structure does not conform with the design requirements of this Chapter. The requirement for said retrofit is not appealable if the Screening Form states that the structure does not conform to the earthquake design provisions contained in this Chapter.

TABLE A TIME PERIOD FOR COMPLIANCE			
	Required	**Action**	**By Owner**
Risk Level	Submit Structural Assessment	Plan & Obtain Permit	Complete Construction
High Risk	9 months from Notice to Owner	9 months from Structural Assessment submittal	18 months from plan/permit approval
Medium Risk	12 months from Notice to Owner	12 months from Structural Assessment submittal	24 months from plan/permit approval

Low Risk	18 months from Notice to Owner	18 months from Structural Assessment submittal	24 months from plan/permit approval

C. Risk Designations. The Building Official shall prioritize enforcement of this Chapter as defined in Table B.

TABLE B RISK DESIGNATION	
Risk Level	**Description**
High Risk	Structures containing multi-family residential structures or public facilities
Medium Risk	Structures containing commercial, office or retail uses
Low Risk	Structures containing manufacturing or industrial uses

Section 8-18.080 Removal of Building from City's URM List.

The Building Official shall remove any building from the inventory list of potentially hazardous buildings when that building has been upgraded to the standard in subsection (d) and the final inspection is approved. Upon completion of all retrofitting work, the Building Official shall record with the office of the County Recorder a certificate stating that the subject building has complied with Title 8, Chapter 18 of the City of Ontario Municipal Code, the "Seismic Safety Mitigation Program for Unreinforced Masonry Building.

Section 8-18.090 Extensions.

Extensions. With the exception of the 6-month period to submit the Structural Analysis, the Building Owner may request an extension to the time period for compliance with the timelines set forth in Table A of section 14.08.050. The Building Owner has the burden of proof to establish, with substantial evidence, that he or she is unable to continue work within the time required by this section due to circumstances beyond the control of the permittee. The written request must demonstrate that:

A. Due to circumstances beyond the owner's or permittee's control, construction could not be commenced, continued or completed in the authorized time period; or

B. If the construction has started, substantial progress has been made; or

C. If construction has started, the condition of the property presents no health or safety

hazard; or

D. The continued delay will not create any unreasonable aesthetic impact to the neighborhood or substantial economic detriment to the neighboring property owners; or

E. Due to unforeseen conditions, as deemed appropriate by the Building Official, construction could not be commenced, continued or completed in the authorized time period.

The Owner must also provide a new proposed schedule for compliance, and plan to comply with the provisions of this chapter during that timeframe. The Building Official may extend the time for action by the permittee for a period not exceeding six calendar months.

Section 8-18.100 Occupancy and Tenant Advisory.

Notification to Tenants and Occupants. The Owner shall advise all current and prospective residential and non-residential tenants, subtenants, lessees, sublessees, or any other person(s) entitled to the use and/or occupancy of the building of a proposed project submitted pursuant to this Chapter. The notice shall include the information for the project, as determined by the City, including the scope of work, expected duration, and contact information for a representative of the contractor. Proof of written notification is required to be kept by the Owner and made available to the City upon request at any time until such permit is final, and construction is completed.

Section 8-18.110 Information Required on Plans.

A. General. The plans and specifications required by the Building Official shall be of sufficient clarity to indicate the nature, design methodology, and extent of the proposed work and to show in detail that it will conform to the provisions of this Chapter and the Building Codes.

B. Engineers Statement. The engineer responsible shall provide the following statement on the approved plans:

> "I am responsible for designing this building's seismic strengthening in compliance with the minimum standards of the Seismic Safety Mitigation Program for Unreinforced Masonry Building."

C. Owner or Owner's Representative Statement. Unless the entire building has been retrofitted to meet the full intent of the current Building Code, the Owner shall provide and sign the following statement on the cover of the drawings:

> I, [Owner Name(s)], understand the seismic evaluation and strengthening performed under this project is limited to that specified in the Seismic Safety Mitigation Program for Unreinforced Masonry Building which is intended to reduce the risk under a seismic event. I

understand the full building, has not been evaluated nor strengthened for other potential structural deficiencies that may cause a life safety concern, injury, or property damage risk under a seismic event."

D. Quality Control and Assurance Requirements. General notes shall show the requirements for material testing, special inspection, structural observation and the proper installation of newly added materials.

Section 8-18.120 Observation/Inspection.

A. Structural Observation. All structures regulated by this Chapter require structural observation during construction. The Owner shall employ the Engineer of Record responsible for the structural design, or another registered Engineer designated by the Engineer of Record to perform structural observation as defined in the Building Code.

B. Special Inspection. Special inspections shall be provided as required by the Building Code. Additional inspections shall be noted on drawings as required by Building Official.

Section 8-18.130 Violation/Penalty for Non-Compliance.

A. Violation. It shall be unlawful for any person to own, use, occupy or maintain any building or structure or portion thereof, or cause the same to be done, contrary to, or in violation of, any of the provisions of this Chapter. A building that is found to be within the scope of this Chapter and is not brought into compliance with the time frame indicated in Table A, shall be declared unsafe and subject to the requirements of the currently adopted Building Code.

B. Penalty. Any person, firm or corporation violating any of the provisions of this Chapter shall be guilty of a misdemeanor, and each such person shall be guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this Chapter is committed, continued or permitted, and upon conviction of any such violation such person shall be punishable by a fine of not more than $1,000, (one thousand dollars) or by imprisonment for not more than six months, or by both such fine and imprisonment. The provisions of this section are in addition to and independent of any other sanctions, penalties or costs which are or may be imposed for a violation of any of the provisions of this Chapter.

C. Recordation of violation. If (A) the Building Official determines that any property, building, or structure, or any part thereof is in violation of any provision of this Chapter; and if (B) the Building Official gives written notice as to the nature of said violation; then the Building Official may have sole discretion to, at any time thereafter, record with the County Recorder's Office a notice that the property and/or any building or structure located thereon is in violation of this Chapter. The remedy provided by this section is cumulative to any other enforcement actions permitted by this Chapter.

D. Additional Remedies. In addition to the recordation of violation noted in (C) above, the Building Official may:

1. Notify all parties with a financial interest in the property (such as mortgage lenders, lien holders, insurance bearers) and the tenants that the building is a hazardous URM building and is in violation of this Article.

2. Order that the owner post a sign on the building to designate it as a hazardous URM building. The signs shall be located at well lighted locations, readily visible by the occupants and public when entering the building and shall be protected from damage. Location, form and content of the sign is subject to the Building Official's approval. The building owner shall be responsible for installing and maintaining the signs and immediately replacing them, at the owner's expense, as necessary. When the owner corrects all violations of this Article to the satisfaction of the Building Official, the posting of signs on the building required by this section may be removed by the owner. However, if the owner violates any aspect of this Article after the posting has been removed, the Building Official may order the immediate re-posting of signs on the building.

3. The City Council may cause any building not abated within the time limits set forth herein to be vacated, strengthened, repaired, rehabilitated, remodeled, demolished or upgraded in accordance with the provisions of this Article.

E. Costs. Any person that has violated any provision of this Chapter shall be responsible for the costs of any and all Code Enforcement actions taken by the Building Official in response to such violations. These costs shall be based on the amounts specified by the current fee schedule. Further, the City Council of the City of Ontario may authorize the placement of a lien on the property for all costs incurred.

Section 8-18.140 Appeal of Retrofit.

A. Appeal of Retrofit. When the owner believes the Building Official made an error in his or her determination regarding a Retrofit required under this Article the owner may appeal the determination to the Board of Appeals. Such appeal shall be made within thirty (30) days after the date of the Building Official's written decision.

Any such appeal shall be made in the form specified by this section and be filed with the city clerk. The appeal shall state specifically the alleged error or abuse of discretion by the Building Official. The appeal will be heard by the Board of Appeals within thirty (30) days of the date of receipt of the appeal by the city clerk. Not less than ten (10) days prior to the hearing date, the city clerk shall give notice to the appellant of the date, time and place of the hearing. The Board of Appeals shall be authorized to continue the hearing for up to thirty (30) days.

In considering the appeal, the Board of Appeals shall determine whether, based upon the record, the Building Official erred or abused his or her discretion.

The decision of the Board of Appeals shall be in writing, and a copy of its decision shall be mailed or otherwise delivered to the appellant by the Building Official within ten (10) days of the date of the Board of Appeal's decision. The decision of the Board of Appeals shall be final.

B. Appeal of Non-Compliance Penalties and Actions. Any written decision by the Building Official to impose penalties in the event of any failure to comply with the requirements of this Article may be appealed by the owner or the owner's agent to the Board of Appeals. Any such appeal shall be made within thirty (30) days of the date of the Building Official's mailing of notification. The appeal shall be made on a form approved by the Building Official and shall state specifically how the Building Official has either committed an error or has abused his or her discretion. In considering the appeal, the Board of Appeals shall determine whether, based upon the record, the Building Official erred or abused his or her discretion. The decision of the Board of Appeals shall be in writing and may be appealed to the City Council as provided for in subsection (d). Revocation of a Certificate of Occupancy, if appealed, will not become effective until the decision of the Board of Appeals has been upheld by the City Council.

C. Written Appeal Required. Any written appeal as provided for in subsections (b) and (c) and filing fee shall be submitted to the city clerk and the written appeal shall contain the following:

1. The names of the appellants.

2. A brief statement setting forth the legal interest of each of the appellants in the land and/or building involved.

3. A brief statement in ordinary and concise language of the specific order or action protested, together with any material facts claimed to support the contentions of the appellants.

4. A brief statement in ordinary and concise language of the relief sought and the reasons why it is claimed the protested order or action should be reversed, modified or otherwise set aside.

5. The submittal of any documents, sworn statements or other written material claimed to have value on the contentions made in support of the appeal.

6. The signatures of all parties named as appellants and their mailing addresses.

7. The verification (by declaration under penalty of perjury) of at least one appellant as to the truth of the matters stated in the appeal.

D. The Board of Appeals shall conduct hearings on written appeals made under this section and may approve or disapprove interpretations of this Chapter made by the Building Official of the city. All such approvals or disapprovals shall be final and

conclusive as to the Building Official. The Board of Appeals shall adopt regulations establishing procedural rules and criteria for the carrying out of its duties under this part.

Section 8-18.150 Remedies.

In addition to the penalties in Section 8.18-130, the following remedies are available to the city and may be imposed independently or in combination with each other at the discretion of the Building Official, unless. otherwise noted herein:

A. Maintenance of a URM building beyond the time specified in section 6.40 for completion of seismic retrofits to such building are hereby deemed to be a public nuisance and may be abated pursuant to the abatement procedures contained in the latest edition of the California Building Codes and the International Property Maintenance Code for Abatement of Unsafe Structures.

B. The city may seek injunctive relief on behalf of the public to enjoin a building owner's violation of this Article.

C. The city may withhold the issuance of any building permit and/or may suspend any existing building permits on the subject building unless otherwise authorized by the Building Official for emergency repairs.

D. The Building Official, after written notice to the owner, may revoke or suspend the occupancy permit for any structure for which the owner violates any of the provisions of this Article. The notice of revocation or suspension shall provide the owner the right to provide the Building Official with evidence that the occupancy permit should not be revoked or suspended either because the structure is not subject to the provisions of this Article or because the Building Official did not follow the provisions of this Article.

E. Any person violating any provision of this Article shall be guilty of a misdemeanor.

F. These remedies are not exclusive, and the City may utilize any other remedies available at law or equity.

Section 8.18-160 Recovery of Penalties.

A. The penalties imposed on the building owner shall be assessed against the real property subject to this Article and shall, in addition, be a personal obligation of the owner of the subject property. If the owner of a building is a group of individuals, firms, or other entities or any combination thereof, the obligation imposed by this section shall be joint and several. The Building Official shall give the owner of the building a written notice showing the amount of the penalty and requesting payment thereof. If the amount of such penalty is not paid to the city within thirty (30) days after the date of such notice, the Building Official shall forward a report of the penalties to the City Council for confirmation.

B. The property owner shall be given at least ten (10) days written notice of the confirmation hearing before the City Council. The amount of the penalties shall be confirmed by the City Council, unless it finds, based upon evidence in the record, that the Building Official erred in imposing or in computing the amount of the penalty. If such error is found, it may modify the amount of the penalty, as warranted.

C. Upon confirmation of the penalty by the City Council, it shall direct the city clerk to record in the Office of the County Recorder of the County of San Bernardino, State of California, a certificate substantially in the following form, to wit:

NOTICE OF SPECIAL ASSESSMENT LIEN

Pursuant to Section 8-18.130, of the City of Ontario Municipal Code, the penalty of $_____was assessed by the Building Official, and confirmed by the Board of Appeals and the City Council, against the described real property and such amount has not been paid in full and the City of Ontario does hereby claim a special assessment lien upon the hereinafter described real property in said amount; the same shall be a lien upon the real property until such sum has been paid in full. The real property herein above mentioned and upon which a lien is claimed is that certain parcel of land lying and being in the City of Ontario, County of San Bernardino, State of California, and particularly described as follows, to wit:

(Insert legal description of property and APN)

Dated _____

_____
City Clerk
City of Ontario

Such lien attaches upon recordation of the Notice of Special Assessment Lien. The description of the parcel in the Notice of Lien shall be that used for the same parcel as the County Assessor's map book for the current year. The County Assessor shall enter each assessment on the County tax roll opposite the affected parcel of land. The amount of the assessment shall be collected and shall be subject to the same penalties and the same procedures for foreclosure and sale, in case of delinquencies, as provided for ordinary municipal taxes.

Section 8-18.170 Severability.

A. Internal conflict. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable. Where, in any specific case, different Sections of this Chapter specify different materials, methods of construction, or other requirements, the most restrictive shall govern.

B. Other laws. The provisions of this Chapter shall not be deemed to nullify any provisions of local, state or federal law.

C. Codes and references. The provisions of the codes and standards referenced in this Chapter shall be considered part of the requirements of this Chapter to the prescribed extent of each such reference. Where there are conflicts between provisions of this Chapter and the provisions of any referenced code or standard, the provisions of this Chapter shall apply.

SECTION 3. If any section, subsection, subdivision, paragraph, sentence, clause or phrase added by this Ordinance, or any part thereof, is for any reason held to be unconstitutional or invalid or in effective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more subsections, subdivisions, paragraphs, sentences, clauses or phrases are declared unconstitutional, invalid or ineffective.

SECTION 4. It can be see with certainty that none of the changes to the City of Ontario Municipal Code will have a significant adverse effect on the environment and is therefore exempt from the California Environmental Quality Act (CEQA) pursuant to section 15061(b)(3) of the CEQA Guidelines. In the alternative, the change to the City of Ontario Municipal Code are exempt from CEQA pursuant to CEQA Guidelines section 15301 as, at most, they could result in the repair, maintenance, or minor alteration of existing structures involving negligible or no expansion of existing or former use. Additionally, the City finds that none of the exceptions in CEQA Guidelines section 15300.2 have application here. Staff is directed to file a Notice of Exemption within five (5) days of the adopting of this Ordinance.

SECTION 5. The Mayor shall sign this Ordinance, and the City Clerk shall certify as to the adoption and shall cause a summary thereof to be published at least once, in a newspaper of general circulation in the City of Ontario, California within fifteen (15) days of the adoption. The City Clerk shall post a certified copy of this ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this 20th day of January 2026.

_____

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. 3324 was duly introduced at a regular meeting of the City Council of the City of Ontario held December 16, 2025 and adopted at the regular meeting held January 20, 2026 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. 3324 duly passed and adopted by the Ontario City Council at their regular meeting held January 20, 2026 and that Summaries of the Ordinance were published on _____ and _____, in the Inland Valley Daily Bulletin newspaper.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADDING PURSUANT TO AN EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, CHAPTER 19 OF TITLE 8 OF THE ONTARIO MUNICIPAL CODE PERTAINING TO MANDATORY SEISMIC STRENGTHENING PROVISIONS FOR EXISTING WOOD-FRAME BUILDINGS WITH SOFT, WEAK OR OPEN-FRONT WALL, AND MAKING FINDINGS IN SUPPORT THEREOF.

WHEREAS, pursuant to Government Code Section 50022.1 *et seq.,* on November 15, 2022, the City of Ontario, California ("City") adopted by reference the 2022 Edition of the California Building Standards Code as provided in Titles 24 of the California Code of Regulations and other codes, including, without limitation, the Uniform Housing Code and the Uniform Code for the Abatement of Dangerous Buildings; and

WHEREAS, the City Council desires to lessen the risk to life and property of the citizens of Ontario posed by wood-frame buildings with soft, weak or open-front walls; and

WHEREAS, older multi-unit residential wood frame buildings with soft, weak, open, or otherwise vulnerable lower stories are acknowledged to be among the most earthquake collapse-prone structures in Ontario; and

WHEREAS, the earthquake safety and post-earthquake recovery of housing is acknowledged as a goal of Ontario's emergency response and recovery plan; and

WHEREAS, California Health and Safety Code Section 19160(m) encourages Ontario "to initiate efforts to reduce the seismic risk in vulnerable soft story residential buildings;" and

WHEREAS, the California Existing Building Code requires seismic retrofit only in exceptionally rare cases; and

WHEREAS, it is acknowledged to be in the best interests of Ontario's building owners, commercial and residential tenants, and all residents to apply retrofit standards that balance the benefits of reduced earthquake losses with the costs and disruptions of seismic retrofit; and

WHEREAS, the City Council has concluded that it wishes to implement Mandatory Seismic strengthening Provisions for Existing Wood-frame Buildings with Soft, Weak or Open-Front Walls; and

WHEREAS, the City held a public hearing on December 16, 2025, at which time all interested persons had the opportunity to appear and be heard on the matter of adopting the Codes as amended herein; and

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

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. The City Council hereby finds that:

A. California Health and Safety Code Section 19161(a) authorizes the City of Ontario to assess its earthquake hazard and to identify potentially seismically hazardous buildings; and

B. California Health and Safety Code Section 19161(b) requires such identification to be made by a licensed architect or civil engineer or by the staff of a local building department when supervised by a licensed architect or civil engineer; and

C. With reference to California Health and Safety Code Section 19162(b)(1), the California Building Standards Commission has published, but has not adopted, Chapter A4 of the 2016 California Existing Building Code, titled "Earthquake Risk Reduction in Wood-Frame Residential Buildings with Soft, Weak or Open Front Walls." As such, the City of Ontario is free to adopt, modify, interpret, and apply Chapter A4; and

D. With reference to California Health and Safety Code Section 19162(b)(1), the California Building Standards Commission has adopted Chapter A4 of the California Existing Building Code, which allows a local jurisdiction to adopt standards for earthquake evaluation and retrofit based on the national standard known as ASCE/SCI 41, titled Seismic Evaluation and Retrofit of Existing Buildings. APPENDIX A 24 Soft Story; and

E. FEMA has published a procedure known as FEMA P-807, titled, Guidance and Recommendations for the Seismic Evaluation and Retrofit of Multi-Unit Wood Frame Buildings with Weak First Stories (September 2023), with model code provisions in its Appendix B. With reference to California Health and Safety Code Section 19163(b), the City of Ontario may adopt these provisions with an appropriate performance objective as "substantially equivalent standards" relative to CEBC Chapter A4 or ASCE 41; and

F. California Health and Safety Code Section 19161(a)(2) identifies the buildings that are the subject of this ordinance as "potentially hazardous buildings." California Building Code Section 1.1.8.1 states that local ordinances and mitigation programs for such buildings are exempt from making express findings otherwise required by California Health and Safety Code Section 19163(b) citing Section 17958.5 and Section 17958.7.

SECTION 2. Mandatory Seismic Strengthening Provisions for Existing Wood-Frame Buildings with Soft, Weak or Open-front Walls, is added to read as follows:

Section 8-19.010 Purpose.

The provisions of this Chapter are intended to promote the public welfare and safety by reducing the risk of death or injury that may result from the effects of earthquakes on existing wood-framed multi-story buildings with Soft, Weak or Open-Front Walls. Generally, this type of structure consists of partial tuck-under parking on the first-floor level with living space on the floors above. In past earthquakes many of these types of structures have performed poorly and collapsed causing loss of life, personal injury, and substantial property damage. This Chapter creates minimum standards intended to reduce the risk of collapse and improve the performance of these buildings during earthquakes, but not necessarily prevent the loss of life, injury and damage to property.

Section 8-19.020 Applicability.

The provisions of this Chapter shall apply to all existing buildings of wood-frame construction, or wood-frame portions thereof, where:

A. A permit for construction of a new building was applied for on or before January 1, 1978, or if no permit can be located, the structure is determined by the Building Official to have been built under building code standards enacted prior to January 1, 1978; and

B. The ground floor portion of the structure contains parking or other similar open floor space that causes soft, weak, open-front wall lines, and there exist one or more stories above.

Exceptions:

C. The provisions of this chapter shall not apply to single family residences.

D. The provisions of this Chapter shall not apply to ground floor or basement concrete podium levels where a rigid concrete diaphragm exist, however the first wood frame story above the podium shall be subject to the provisions of this chapter where a soft, weak, or open front walls exist.

E. Notwithstanding any provision of the Building Code, compliance with this Chapter shall not require existing electrical, plumbing, mechanical or fire-safety systems to be altered to comply with the current Building Code unless they constitute a hazard to life or property as determined by the Building Official.

Section 8-19.030 Definitions.

Notwithstanding the applicable definitions, symbols and notations in the Building Code, the following definitions shall apply for the purposes of this Chapter:

Building Code is the current Building Code of the City of Ontario.

Cripple Wall is a wood-framed stud wall extending from the top of the foundation wall to the underside of the lowest floor framing.

Ground Floor is any floor within the wood-frame portion of a building whose elevation is immediately accessible from an adjacent grade by vehicles or pedestrians. The ground floor portion of the structure does not include any floor that is completely below adjacent grades.

Historical Building is any building designated as a "qualified historical building" as defined in Part 8, Title 24 of the California Code of Regulations (also referred to as the “California Historical Building Code”).

Notice to Owner means the letter sent by the City to Owner, via certified mail to the address on title of the property, which advises Owner of the retrofit requirement.

Open-Front Wall Line is an exterior Wall Line, without vertical elements of the lateral force-resisting system, which requires tributary seismic forces to be resisted by diaphragm rotation or contains an excessive cantilever beyond parallel lines of shear walls. Diaphragms that cantilever more than 25 percent of the distance between tines of lateral force resisting elements from which the diaphragm cantilevers shall be considered excessive. Diaphragm cantilevers or exterior balconies of 6 feet or less in width shall not be considered excessive cantilevers.

Owner or Building Owner is the individual(s), firm, corporation, trust or entity in whom the title to such property is vested.

Person means an individual, partnership, corporation or association of any of the foregoing.

Retrofit is an improvement of the lateral force resisting system by alteration of existing structural elements or addition of new structural elements.

City Seismic Design Guidelines are framework guidelines developed by the Building Official which are intended to calibrate, delineate and detail technical requirements to be used for the retrofitting of buildings subject to this Chapter.

Soft Wall Line is a deficiency in a Wall Line in which the lateral stiffness is less than what is required by story drift limitations and deformation compatibility requirements of this Chapter. In lieu of the engineering analysis required by this Chapter to determine whether a wall line's lateral stiffness is less than the aforementioned story drift limitations and deformation compatibility requirements, a Soft Wall Line deficiency may be defined as a Wall Line in a Story where the wall stiffness is less than 70 percent of the stiffness of the exterior wall above for the direction under consideration.

Story is as defined in the Building Code but includes any basement or under- floor space of a building with Cripple Walls exceeding four feet in height.

Story Strength is the total strength of all seismic-resisting elements sharing the same Story shear in the direction under consideration.

Wall Line is any length of a wall along a principal axis of the building used to provide resistance to lateral loads.

Weak Wall Line is a deficiency of a Wall Line at the Ground Floor in which the wall strength is less than 80 percent of the strength of the wall above in the direction under consideration.

Section 8-19.040 Compliance Requirements.

The Owner of each building subject to the provisions of this Chapter shall cause an investigation of the existing construction and a structural analysis to be performed on the building by a Registered Civil or Structural Engineer licensed in the State of California and if the building does not meet the minimum standards specified in this Chapter, the Owner shall cause it to be structurally altered to conform to such standards.

Each applicable building within the scope of this Chapter which has been analyzed to demonstrate compliance or has been structurally altered to comply with the minimum standards in this Chapter shall be maintained in conformity with the requirements of this Chapter in effect at the time of structural alteration.

Section 8-19.050 Time Period for Compliance/Priority Designation.

A. Plan Permits and Construction. Each building within the scope of this Chapter shall be structurally altered to comply with the minimum standards in this Chapter within the time periods shown in Table A. Minimum plan requirements shall be as specified by the Building Official.

B. Screening Form. Within the time limits allowed in Table A, if the Owner of any building believes he/she is not subject to the provisions of this Chapter, Owner shall submit a screening form to the Building Department. The Screening Form shall be completed by a licensed civil or structural engineer and shall state whether the structure conforms to the earthquake design provisions contained in this Chapter Retrofit of said building shall not be required if Screening Form determines that the structure conforms with the earthquake design provisions of this Chapter, as determined by the Building Official. Retrofit of said building shall be required if Owner fails to submit the Screening Form within the time limit specified in Table A or if the Screening Form determines that the structure does not conform with the design requirements of this Chapter. The requirement for said retrofit is not appealable if the Screening Form states that the structure does not conform to the earthquake design provisions contained in this Chapter.

TABLE A TIME PERIOD FOR COMPLIANCE			
	Required	**Action**	**By Owner**
Risk Level	Submit Structural Assessment	Plan & Obtain Permit	Complete Construction
High Risk	9 months from Notice to Owner	9 months from Structural Assessment submittal	18 months from plan/permit approval
Medium Risk	12 months from Notice to Owner	12 months from Structural Assessment submittal	24 months from plan/permit approval
Low Risk	18 months from Notice to Owner	12 months from Structural Assessment submittal	24 months from plan/permit approval

C. Priority Designations. The Building Official shall prioritize enforcement of this Chapter as defined in Table B.

TABLE B PRIORITY DESIGNATION	
Risk Level	**Description**
High Risk	Parcels containing buildings with 3 or more stories, or containing 25 or more dwelling units total, or qualified historic buildings (any size or number of units)
Medium Risk	Parcels containing 10 to 24 units total
Low Risk	All parcels containing non-historic, 2-story buildings with 2 to 9 units total

Section 8-19.060 Administration.

A. **Issuance of Notice to Owner.** The Building Official shall, in accordance with the priorities set forth in Table B, issue a Notice as provided in this Section to the Owner of each building that is expected to be within the scope of this Chapter.

B. **Contents of Notice to Owner.** The Notice to Owner shall be addressed to the Owner as shown on the last equalized San Bernardino County assessment roll of the building. The Notice to Owner shall specify that the building has been determined by the Building Official to be within the scope of this Chapter and, therefore, is required to meet the standards of this Chapter.

C. **Service of Notice to Owner.** Proper service of a Notice to Owner shall be sent by certified mail, postage prepaid, return receipt requested. Simultaneously, the same notice may be sent by regular mail. If a notice sent by certified mail is returned unsigned, then service shall be deemed effective pursuant to regular mail, provided the notice that was sent by regular mail is not returned. The designated period within which the Owner is required to comply with such Notice to Owner shall begin as of the date Notice to Owner is mailed via certified mail/regular mail.

D. **Notice of Pendency.** A Notice of Pendency shall be recorded against any property containing a building that is expected to be within the scope of this Chapter. Such Notice shall remain in effect until compliance with this Chapter is achieved, as determined by the Building Official.

E. **Failure to Receive Notice to Owner.** Failure of any Owner, party concerned or other person to receive such Notice to Owner shall not affect the validity of any proceedings taken thereunder.

F. **Extensions.** With the exception of the 1-year period to submit the Screening Form, the Building Owner may request an extension to the time period for compliance with the timelines set forth in Table A of section 14.08.050. The Building Owner has the burden of proof to establish with substantial evidence that he or she is unable to continue work within the time required by this section due to circumstances beyond the control of the permittee. The written request must demonstrate that:

1. Due to circumstances beyond the owner's or permittee's control, construction could not be commenced, continued or completed in the authorized time period; or

2. If the construction has started, substantial progress has been made; or

3. If construction has started, the condition of the property presents no health or safety hazard; or

4. The continued delay will not create any unreasonable aesthetic impact to the neighborhood or substantial economic detriment to the neighboring property owners; or

5. Due to unforeseen conditions, as deemed appropriate by the Building Official, construction could not be commenced, continued or completed in the authorized time period.

The Owner must also provide a new proposed schedule for compliance, and plan to comply with the provisions of this chapter during that timeframe. The Building Official may extend the time for action by the permittee for a period not exceeding six calendar months.

G. The Building Official may promulgate implementing regulations and policies consistent with this Chapter, as approved by the City Manager.

Section 8-19.070 Occupancy and Tenant Advisory.

Notification to Tenants and Occupants. The Owner shall advise all current and prospective residential and non-residential tenants, subtenants, lessees, sublessees, or any other person(s) entitled to the use and/or occupancy of the building of a proposed project submitted pursuant to this Chapter. The notice shall include the information for the project, as determined by the City, including the scope of work, expected duration, and contact information for a representative of the contractor. Proof of written notification is required to be kept by the Owner and made available to the City upon request at any time until such permit is final, and construction is completed.

Section 8-19.080 Historical Buildings.

Nothing in this chapter shall exempt historic buildings from compliance with the intent and purpose of this Chapter. Qualified historic buildings shall comply with requirements of the Historical and Existing Building Code established under Part 8, Title 24 of the California Code of Regulations.

Section 8-19.090 Minimum Standards.

A. Potentially hazardous buildings shall be retrofitted in conformance with one of the following engineering criteria:

1. 2012 edition of the International Existing Building Code (IEBC) Appendix Chapter A-4; or

2. ASCE 41-06, Seismic Rehabilitation of Existing Buildings, using a performance objective of S-5 (Collapse Prevention) in the BSE-C earthquake; or

3. ASCE 41-13, Seismic Evaluation and Rehabilitation of Existing Buildings, using a performance objective of S-5 (Collapse Prevention) in the BSE-2E Earthquake; or

4. FEMA P-807, Seismic Evaluation and Retrofit of Multi-Unit Wood-Frame Buildings With Weak First Stories, as a pre-approved "substantially equivalent standard" under procedures of CBC Section 104.11 for Alternative Materials, Design and Methods of Construction, and with a retrofit objective as established by the Building Official; or

5. Subject to the project specific approval by the Building Official, the 2003 edition of the International Existing Building Code (IEBC) Appendix Chapter A-4, for buildings with Seismic Engineering Evaluation Reports submitted prior to January 1, 2014, that (i) include structural design calculations and construction documents demonstrating conformance to Chapter A4 of the 2003 IEBC; and (ii) are suitable for building permit submittal.

B. Work above the Ground Floor: Regardless of which standard is selected, this Chapter does not require retrofit actions above the Ground Floor and the floor diaphragm immediately above it.

Section 8-19.095 Reduction in Parking and Non-Compliance with Development Standards.

Notwithstanding any other provisions of this Code to contrary, approved retrofits that result in deviations from development standards shall be permitted. All deviations shall be approved by the Building Official and Zoning Administrator.

Section 8-19.100 Information Required on Plans.

A. **General.** The plans and specifications required by the Building Official shall be of sufficient clarity to indicate the nature, design methodology, and extent of the proposed work and to show in detail that it will conform to the provisions of this Chapter and the Building Code.

B. **Engineers Statement.** The responsible engineer shall provide the following statement on the approved plans:

> "I am responsible for designing this building's seismic strengthening in compliance with the minimum standards of the Mandatory Seismic Strengthening Provisions for Existing Wood Frame Buildings with Soft, Weak or Open-Front Walls (Chapter 8-19.090)."

C. **Owner or Owner's Representative Statement.** Unless the entire building has been retrofitted to meet the full intent of the current Building Code, the Owner shall provide and sign the following statement on the cover of the drawings:

> I, [Owner Name(s)], understand the seismic evaluation and strengthening performed under this project is limited to that specified in the Mandatory Seismic Strengthening Provisions for Existing Wood Frame Buildings with Soft, Weak or Open-Front Walls (Chapter 8-19) which is intended to reduce the risk under a seismic event. I understand the full building, has not been evaluated nor strengthened for other potential structural deficiencies that may cause a life safety concern, injury, or property damage risk under a seismic event.”

D. **Quality Control and Assurance Requirements.** General notes shall show the requirements for material testing, special inspection, structural observation and the proper installation of newly added materials.

Section 8-19.110 Quality Assurance.

A. **Structural Observation.** All structures regulated by this Chapter require structural observation during construction. The Owner shall employ the Engineer of Record responsible for the structural design, or another registered Engineer designated by

the Engineer of Record to perform structural observation as defined in the Building Code.

B. **Special Inspection.** Special inspections shall be provided as required by the Building Code. Additional inspections shall be noted on drawings as required by Building Official.

Section 8-19.120 Violation/Penalty.

A. **Violation**. It shall be unlawful for any person to own, use, occupy or maintain any building or structure or portion thereof, or cause the same to be done, contrary to, or in violation of, any of the provisions of this Chapter. A building that is found to be within the scope of this Chapter and is not brought into compliance in the time frame indicated in Table A, shall be declared unsafe and subject to the requirements of the currently adopted Building Code.

B. **Penalty.** Any person, firm or corporation violating any of the provisions of this Chapter shall be guilty of a misdemeanor, and each such person shall be guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this Chapter is committed, continued or permitted, and upon conviction of any such violation such person shall be punishable by a fine of not more than $1,000, (one thousand dollars) or by imprisonment for not more than six months, or by both such fine and imprisonment. The provisions of this section are in addition to and independent of any other sanctions, penalties or costs which are or may be imposed for a violation of any of the provisions of this Chapter.

C. **Recordation of violation**. If (A) the Building Official determines that any property, building, or structure, or any part thereof is in violation of any provision of this Chapter; and if (B) the Building Official gives written notice as specified below of said violation; then the Building Official may have sole discretion to, at any time thereafter, record with the County Recorder's Office a notice that the property and/or any building or structure located thereon is in violation of this Chapter. The remedy provided by this section is cumulative to any other enforcement actions permitted by this Chapter.

D. **Notice.** The written notice given pursuant to this Section shall indicate:

1. The nature of the violation(s); and

2. That if the violation is not remedied to the satisfaction of the Building Official, the Building Official may, at any time thereafter, record with the County Recorder's Office a notice that the property and/or any building or structure located thereon is in violation of this Chapter. The notice shall be posted on the property and shall be mailed to the Owner of the property as indicated on the last equalized County Assessment roll. The mailed notice may be by registered, certified, or first-class mail.

E. **Costs.** Any person that has violated any provision of this Chapter shall be responsible for the costs of any and all Code Enforcement actions taken by the Building Official in response to such violations. These costs shall be based on the amounts specified by the current fee schedule.

Section 8-19.130 Severability.

A. **Internal conflict**. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable. Where, in any specific case, different Sections of this Chapter specify different materials, methods of construction, or other requirements, the most restrictive shall govern.

B. **Other laws**. The provisions of this Chapter shall not be deemed to nullify any provisions of local, state or federal law.

C. **Codes and references.** The provisions of the codes and standards referenced in this Chapter shall be considered part of the requirements of this Chapter to the prescribed extent of each such reference. Where there are conflicts between provisions of this Chapter and the provisions of any referenced code or standard, the provisions of this Chapter shall apply."

SECTION 3. If any section, subsection, subdivision, paragraph, sentence, clause or phrase added by this Ordinance, or any part thereof, is for any reason held to be unconstitutional or invalid or in effective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more subsections, subdivisions, paragraphs, sentences, clauses or phrases are declared unconstitutional, invalid or ineffective.

SECTION 4. It can be see with certainty that none of the changes to the City of Ontario Municipal Code will have a significant adverse effect on the environment and is therefore exempt from the California Environmental Quality Act (CEQA) pursuant to section 15061(b)(3) of the CEQA Guidelines. In the alternative, the change to the City of Ontario Municipal Code are exempt from CEQA pursuant to CEQA Guidelines section 15301 as, at most, they could result in the repair, maintenance, or minor alteration of existing structures involving negligible or no expansion of existing or former use. Additionally, the City finds that none of the exceptions in CEQA Guidelines section 15300.2 have application here. Staff is directed to file a Notice of Exemption within five (5) days of the adopting of this Ordinance.

SECTION 5. The Mayor shall sign this Ordinance, and the City Clerk shall certify as to the adoption and shall cause a summary thereof to be published at least once, in a newspaper of general circulation in the City of Ontario, California within fifteen (15) days of the adoption. The City Clerk shall post a certified copy of this ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this 20th day of January 2026.

_____
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. 3325 was duly introduced at a regular meeting of the City Council of the City of Ontario held December 16, 2025 and adopted at the regular meeting held January 20, 2026 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. 3325 duly passed and adopted by the Ontario City Council at their regular meeting held January 20, 2026 and that Summaries of the Ordinance were published on _____ and _____, in the Inland Valley Daily Bulletin newspaper.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

SOFT STORY

ADDRESS INDEX

BUILDING DEPARTMENT

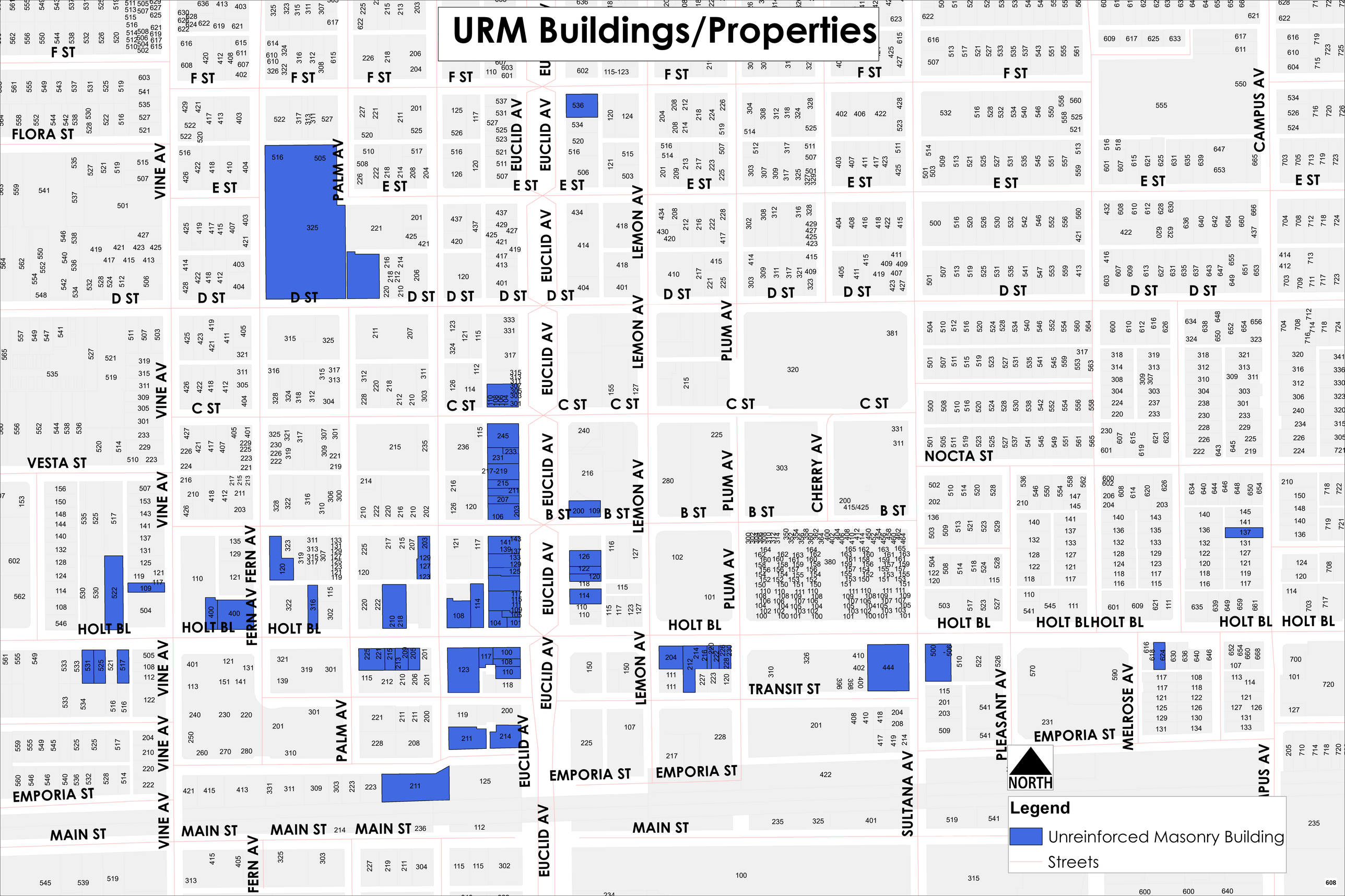
303 E B ST
ONTARIO, CA. 91764

JAMES CARO
BUILDING OFFICIAL

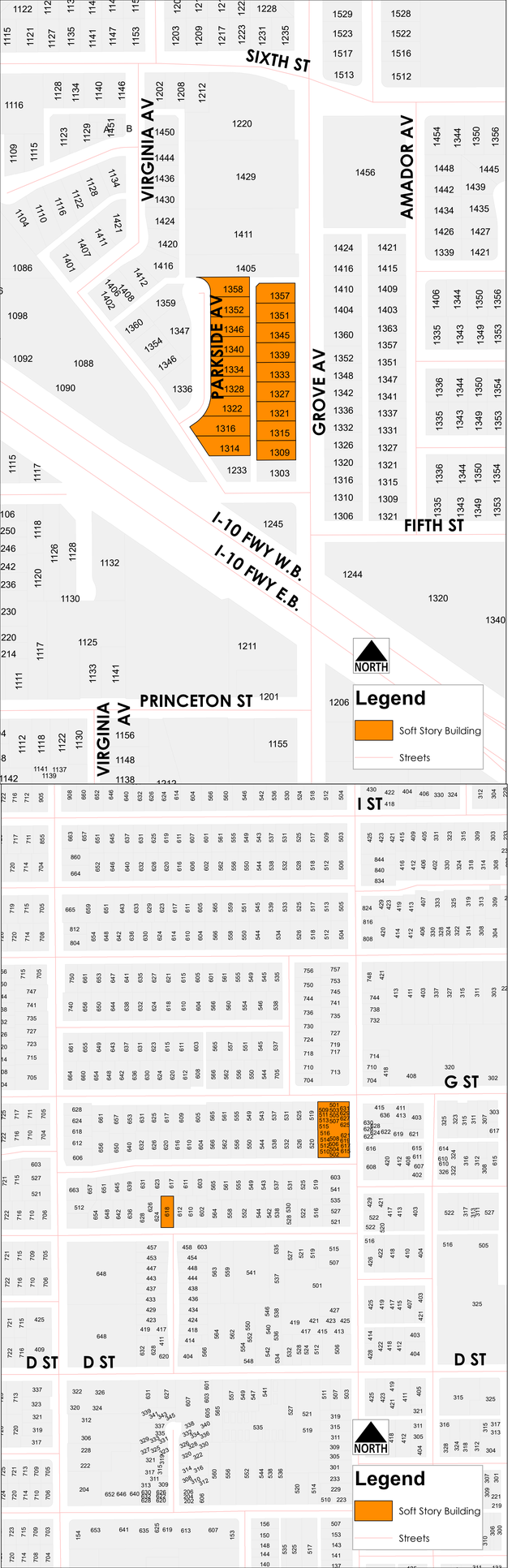
ADDRESS INDEX

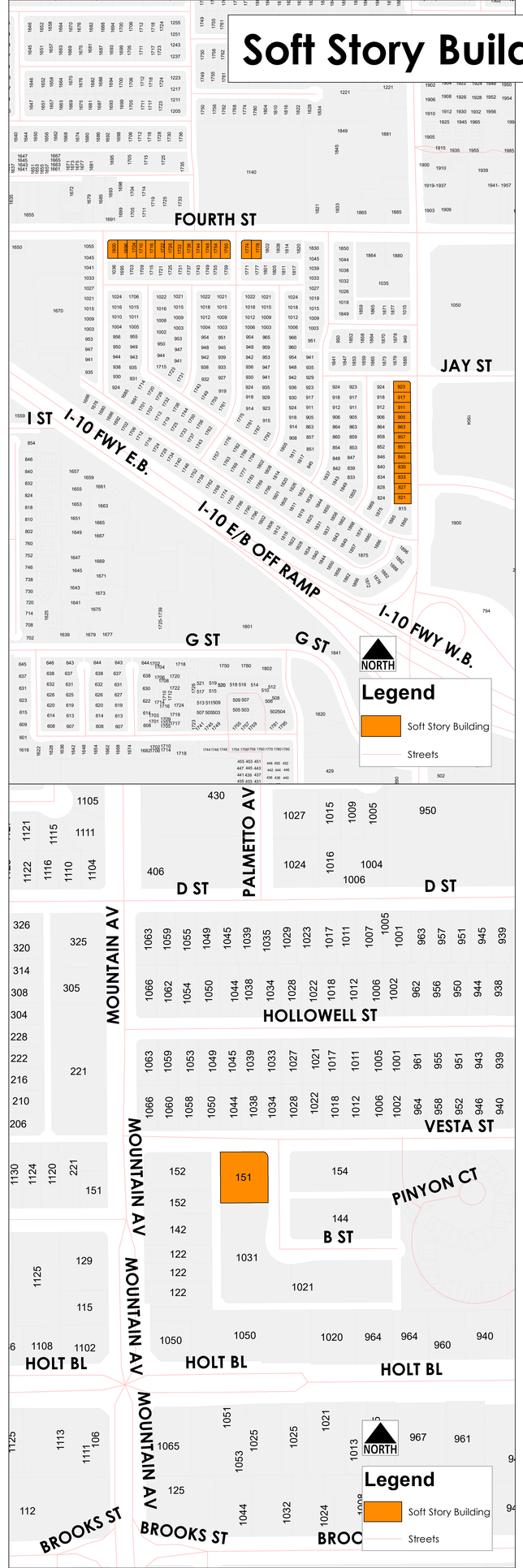
1	1600 E FOURTH ST	33	1309 N GROVE AVE	65	1019 W G ST
2	1696 E FOURTH ST	34	1315 N GROVE AVE	66	1027 W G ST
3	1704 E FOURTH ST	35	1321 N GROVE AVE	67	318 E F ST
4	1710 E FOURTH ST	36	1327 N GROVE AVE	68	532 E F ST
5	1716 E FOURTH ST	37	1333 N GROVE AVE	69	716 E F ST
6	1722 E FOURTH ST	38	1339 N GROVE AVE	70	1610 S EUCLID AVE
7	1726 E FOURTH ST	39	1345 N GROVE AVE	71	1616 S EUCLID AVE
8	1732 E FOURTH ST	40	1351 N GROVE AVE	72	944 N VINE ST
9	1738 E FOURTH ST	41	1357 N GROVE AVE	73	949 N VINE ST
10	1744 E FOURTH ST	42	1316 N PARKSIDE AVE	74	506 W D ST
11	1748 E FOURTH ST	43	1322 N PARKSIDE AVE	75	618 W FLORA ST
12	1754 E FOURTH ST	44	1328 N PARKSIDE AVE	76	621 N SULTANA AVE
13	1760 E FOURTH ST	45	1334 N PARKSIDE AVE	77	1026 W GRANADA CT
14	1772-74 E FOURTH ST	46	1340 N PARKSIDE AVE	78	1314 N VIRGINIA AVE
15	1778 E FOURTH ST	47	1346 N PARKSIDE AVE	79	1637 S LAUREL AVE
16	1802 E FOURTH ST	48	1352 N PARKSIDE AVE		
17	1808 E FOURTH ST	49	1358 N PARKSIDE AVE		
18	1814 E FOURTH ST	50	144 N PALMETTO AVE		
19	1820 E FOURTH ST	51	151 N PALMETTO AVE		
20	821 N VINEYARD AVE	52	154 N PALMETTO AVE		
21	827 N VINEYARD AVE	53	827 N PALMETTO AVE		
22	833 N VINEYARD AVE	54	105 W CEDAR ST		
23	839 N VINEYARD AVE	55	115 W CEDAR ST		
24	845 N VINEYARD AVE	56	125 W CEDAR ST		
25	851 N VINEYARD AVE	57	135 W CEDAR ST		
26	857 N VINEYARD AVE	58	1865 E ROSEWWOOD CT		
27	863 N VINEYARD AVE	59	1871 E ROSEWWOOD CT		
28	905 N VINEYARD AVE	60	1877 E ROSEWWOOD CT		
29	911 N VINEYARD AVE	61	702-06 N EUCLID AVE		
30	917 N VINEYARD AVE	62	940 N EUCLID AVE		
31	923 N VINEYARD AVE	63	1040 N EUCLID AVE		
32	1303 N GROVE AVE	64	501-511 W G ST		

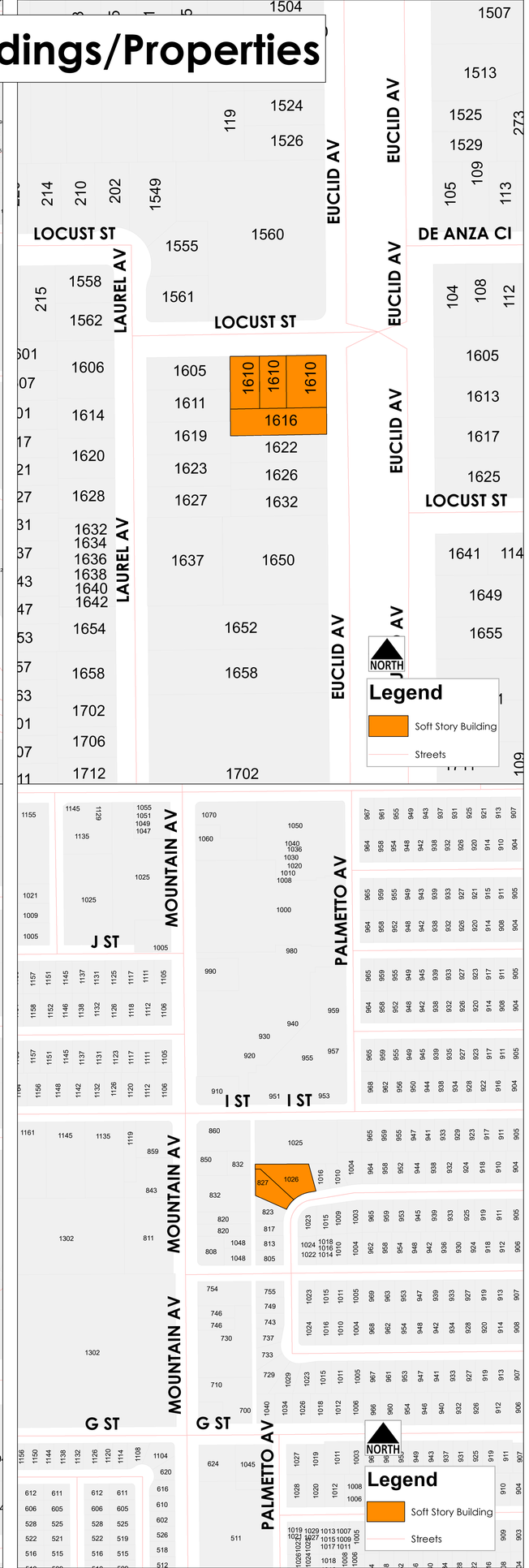
URM Buildings/Properties

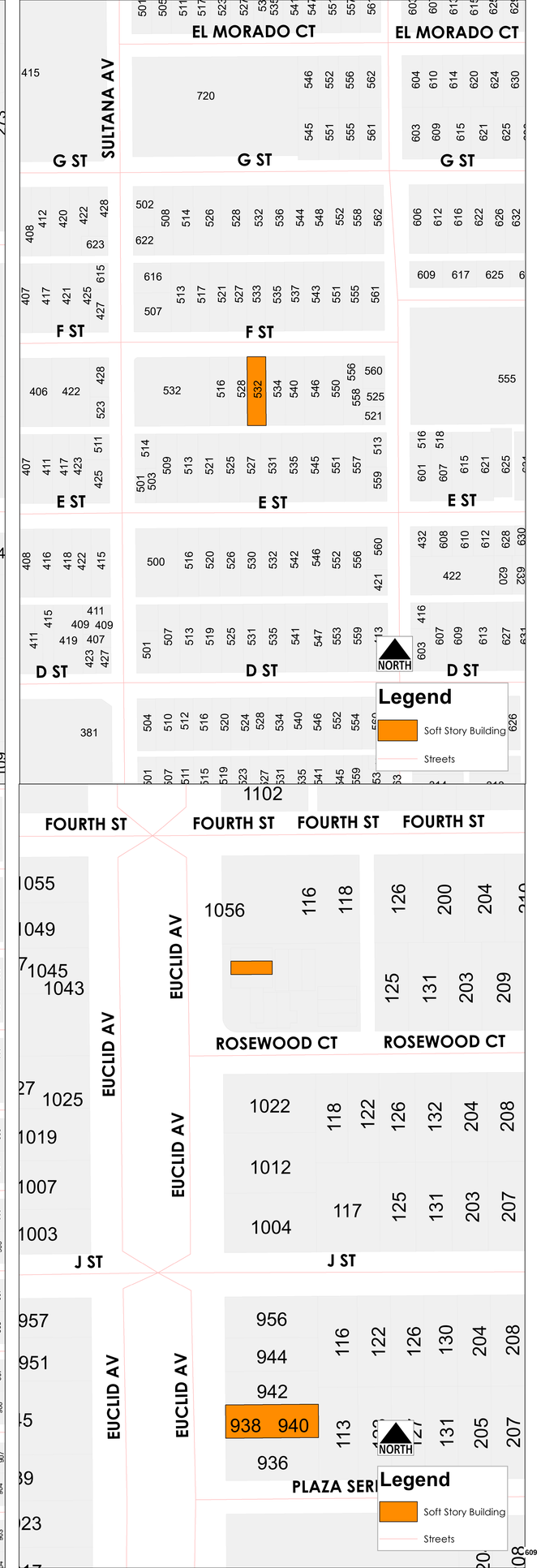


Soft Story Buildings/Properties









CITY OF ONTARIO *Agenda Report* **January 20, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Adrian Escamilla 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: 14

SUBJECT: **AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH RMA GROUP FOR ON-CALL GEOTECHNICAL CONSULTING AND MATERIALS TESTING SERVICES FOR THE VINEYARD PARKING STRUCTURE AND PROFESSIONAL BASEBALL STADIUM PROJECT**

RECOMMENDATION: That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to execute Amendment No. 3 to the Professional Services Agreement with RMA Group, of Rancho Cucamonga, California, to provide on-call geotechnical consulting and materials testing services for the Vineyard Parking Structure and Professional Baseball Stadium Projects in the amount of $1,946,145 for a total not-to-exceed contract amount of $5,386,245 and extend the contract term to May 2, 2028; and
B. Authorize the City Manager, or his designee, to execute all documents required for the completion of the project which may include, but not limited to, agreements, assessments, easements, reduction of retention accounts, contract amendments within the authorization limits, and filing a notice of completion at the conclusion of all construction-related activities.

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

FISCAL IMPACT: The proposed Amendment No. 3 to the Professional Services Agreement with RMA Group is in the amount of $1,946,145 for a total not-to-exceed contract amount of $5,386,245. The total contract amount of $5,386,245 includes on-call work performed for various citywide projects. The Fiscal Year 2025-26 Adopted Budget includes appropriations in the Capital Projects-Measure Q Fund for the Vineyard Parking Structure and Professional Baseball Stadium Projects.

BACKGROUND & ANALYSIS: The Ontario Sports Empire includes a new professional baseball stadium, sports fields, and multiple parking structures. The Vineyard Parking Structure is a six-level

parking structure that is being constructed to facilitate the high volume of visitors and vehicles at the Ontario Sports Empire located along Vineyard Avenue. The parking structure will include 1,300 parking spaces, four elevators, three observation decks, three stairwells with glass, an urban modified façade, and a jumbotron attachment.

On November 18, 2025, the City Council approved Amendment No. 2 to the Professional Services Agreement with RMA Group to perform compaction testing, fenestration testing, and other special inspection services at various sites at the Ontario Sports Empire, including the sports fields, onsite paved areas, and professional baseball stadium. Staff recommends approving the proposed Amendment No. 3 to the Professional Services Agreement with RMA Group to perform compaction testing, foundation excavation inspection, fenestration testing, and other special inspection services for the Vineyard Parking Structure and professional baseball stadium.

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND RMA GROUP

1. Parties and Date.

This Amendment No. 3 to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario ("City") and **RMA Group**, 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 "On-Call Material Testing & Geotechnical Engineering Services" dated May 2, 2023 ("Agreement").

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement to exercise the two option years, include compaction testing, fenestration testing and special inspection for D&C24-008 Vineyard Parking Structure and D&C23-011 Professional Baseball Stadium and increase the amount by $1,946,145 for a new not-to-exceed amount of $**5,386,245**. The Parties have heretofore entered into that Amendment No. 1 dated October 15, 2024, and Amendment No. 2 dated November 18, 2025.

2.3 Amendment Authority. This Amendment No. 3 is authorized pursuant to Section 3.7.14 of the Agreement.

3. Terms.

3.1 Amendment. Sections 3.1.1, 3.1.2 and 3.2.1 of the Agreement is hereby amended in its entirety to read as follows:

> "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

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

"3.1.2 Term. The term of this Agreement shall be from **May 2, 2023, to May 2, 2028**, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services."

"3. 2. 1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Five Million Three Hundred Eighty-Six Thousand and Two Hundred Forty-Five Dollars ($5,386,245)** 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."

Exhibit A is hereby amended in its entirety and replaced with Attachment A attached hereto and incorporated herein by reference.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 3, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 3. From and after the date of this Amendment No.3, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 3.

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. 3.

3.4 Severability. If any portion of this Amendment No. 3 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. 3 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND RMA GROUP

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 3 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

RMA Group

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* **January 20, 2026**	**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: 15

SUBJECT: **AMENDMENTS TO THE PROFESSIONAL SERVICES AGREEMENT WITH AMERICAN THREAT ASSESSMENT CONSULTING, INC. FOR THE DE ANZA PARK RENOVATION PROJECT**

RECOMMENDATION: That the City Council take the following actions:

a. Authorize the City Manager, or his designee, to execute Amendment No. 12 to the Maintenance Services Agreement with American Threat Assessment Consulting, Inc. (A.T.A.C), of Rancho Cucamonga, California, for the De Anza Park Renovation Project in the amount of $588,496 for a total not-to-exceed contract amount of $3,153,388; and
b. Authorize the City Manager, or his designee, to execute Amendment No. 13 to the Maintenance Services Agreement with A.T.A.C, of Rancho Cucamonga, California, for the Fleet Services Shop Camera Installation in the amount of $25,070 for a total not-to-exceed contract amount of $3,178,458; and
c. Authorize the City Manager, or his designee, to execute all documents required for the completion of the project which may include, but not limited to, agreements, assessments, easements, reduction of retention accounts, contract amendments within the authorization limits, and filing a notice of completion at the conclusion of all construction-related activities.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)
Maintain the Current High Level of Public Safety
Encourage, Provide or Support Enhanced Recreational, Educational, Cultural and Healthy City Programs, Policies and Activities

FISCAL IMPACT: Amendment No. 12 to the Maintenance Services Agreement with A.T.A.C. is in the amount of $588,496 for a total not-to-exceed contract amount of $3,153,388. The Fiscal Year 2025-26 Adopted Budget includes appropriations in the Capital Projects-Measure Q Fund for the De Anza Park Renovation Project.

Amendment No. 13 to the Maintenance Services Agreement with A.T.A.C is in the amount of $25,070 for a total not-to-exceed contract amount of $3,178,458. The Fiscal Year 2025-26 Adopted Budget includes appropriations in the Equipment Services Fund for the Fleet Services Shop Camera Installation.

BACKGROUND & ANALYSIS: As the City continues to expand, it increasingly relies on its Real Time Information System and surveillance technology to enhance safety, improve operational efficiency, and strengthen situational awareness. A.T.A.C. provides the City with professional installation, maintenance, and technical support for its security camera systems and has consistently delivered high-quality service since the initial contract began in 2019. Their expertise has proven critical in maintaining the City's complex camera infrastructure. On December 16, 2025, the City Council approved Amendment No. 11 with A.T.A.C for the purchase, installation, and monitoring of five security cameras at the Latimer Ballfield Concession Stand in John Galvin Park.

The proposed Amendment No. 12 will allow for the purchase, installation, and monitoring of 41 cameras and necessary equipment at various locations of De Anza Park as part of the De Anza Park Renovation Project. The project has an estimated completion date of September 2026.

The proposed Amendment No. 13 will allow for the purchase, installation, and monitoring of six cameras and necessary equipment for the Fleet Services Shop located at the Public Works Yard. The installation of these cameras will enhance workplace safety, support incident prevention, and promote the overall wellbeing of all employees. The amendments are necessary in order to match other products in use on a particular public improvement either completed or in the course of completion.

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 12 TO THE MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND AMERICAN THREAT ASSESSMENT CONSULTING, INC.

1. Parties and Date.

This Amendment No. 12 to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario ("City") and **American Threat Assessment Consulting, Inc.**, 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 Security Cameras, Access Control, Paging/Duress Installation, Repair and Maintenance Service Agreement dated August 1, 2020 ("Agreement").

2.2 Amendment Purpose. The City and Contractor desire to amend the Agreement to add compensation for additional equipment and increase the agreement amount by $588,496. The parties have heretofore entered into that Amendment No.1 dated April 19, 2021, Amendment No.2 dated July 15, 2021, Amendment No. 3 dated June 21, 2022, Amendment No.4 dated July 7, 2022, Amendment No.5 dated March 13, 2023, Amendment No.6 dated June 21, 2023, Amendment No.7 dated September 20, 2023, Amendment No.8 dated July 16, 2024, Amendment No.9 dated June 1, 2025, Amendment No.10 dated June 17, 2025 and Amendment No. 11 dated December 16, 2025.

2.3 Amendment Authority. This Amendment No. 12 is authorized pursuant to Section 3.5.18 of the Agreement.

3. Terms.

3.1 Amendment. Section 3.3.1 of the Agreement is hereby amended in its entirety to read as follows:

> "3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit " C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Three Million One Hundred Fifty-Three and Three Hundred Eighty-Eight Dollars ($3,153,388)** without written approval of the 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."

Exhibit "A" and "C" are hereby amended to add Attachment A which is hereto and incorporated herein by reference. All other previously added or deleted scope of services are retained in their entirety.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 12, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 12. From and after the date of this Amendment No. 12, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 12.

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. 12.

3.4 Severability. If any portion of this Amendment No. 12 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. 12 TO THE MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND AMERICAN THREAT ASSESSMENT CONSULTING, INC.

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 12 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

AMERICAN THREAT ASSESSMENT CONSULTING, INC.

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

[If Corporation, TWO SIGNATURES, President OR Vice President AND Secretary OR Treasurer REQUIRED]

A.T.A.C. INC.
American Threat Assessment Consulting

2025

Project: City of Ontario
De Anza Renovation
1405 S Fern Ave,
Ontario, CA 91762

Date: October 7, 2025

Attention: City of Ontario

ATAC, Inc. is pleased to submit the following pricing for the project referenced above. The information is based on information sent by City of Ontario. This proposal is based on ATAC, Inc. providing material listed below only and associated manufacturer warranties.

Description of Work:

- The bill of materials below is based on documentation provided by the City of Ontario. If additional security technology is required, ATAC, Inc. shall provide it at an additional cost.
- This proposal is based on adding the below devices to the existing City of Ontario Genetec Enterprise software and server. If additional storage and software is required, ATAC, Inc. shall provide it at an additional cost.
- ATAC, Inc. shall coordinate and manage all aspects of the project including installation.
- All necessary 120v shall be existing or furnished and installed by others at no cost to ATAC, Inc. This proposal excludes patch and paint work. All Fire Stopping shall be furnished by others at no cost to ATAC, Inc.
- **This proposal excludes all pathways, conduit, backboxes, UPS and standard terminal cabinets. ATAC, Inc. shall furnish the electrician with specialty back boxes for installation by the electrician and connection to the conduit.**
- This proposal is based on running new cabling through existing pathways with pole string. This proposal excludes all the pathways for this project. If a new pathway is required, ATAC, Inc. shall provide a new pathway at an additional cost.
- All Warranties shall be per manufacturer's warranty. ATAC, Inc. shall provide a proposal for a service and maintenance contract upon request.
- This proposal is based on prevailing wage labor rates.
- All work shall be performed during standard business hours. Should work be required after hours, additional costs may apply.
- This proposal includes a work lift for installation.
- All design, plan check, and permit fees shall be by the owner if required. This proposal is based on the current insurance coverage ATAC, Inc. has in place. Should additional insurance be required any additional premium charges shall be submitted to the owner for reimbursement.

8706 Utica Ave.
Rancho Cucamonga, CA 91730
(909) 941-0300 phone

- This proposal excludes any UPS or back-up power, should the owner desire ATAC, Inc. to provide a UPS system it shall be at an additional cost.
- This proposal is limited to the material listed below per plans. Should additional devices or equipment be requested by the owner it shall be supplied at an additional cost.
- This proposal is based on all material being billed upon receipt of the contract.
- Restocking fees shall be applied if the contract is cancelled during the material ordering period of this project.

Bill of Materials			
QTY	**MFG**	**Model #/sku #**	**Specification description in detail**
41	Genetec	GSC-OM-E-1C	1 Enterprise Camera Connection Licenses
41	Genetec	ADV-CAM-E-1Y	Advantage for 1 Enterprise Camera - 1 Year
33	AXIS	P3737-PLE	4x5MP Multi-Direction Cameras with IR
8	AXIS	Q6300-E	4X5MP AI-Based 360 Multi-Sensor Cameras with IR
8	AXIS	Q6355-LE	2MP, AI-Powered PTZ with 31x Optical Zoom
33	AXIS	T91H61	Wall Mounting Kits
33	AXIS	T94N01D	Pendent Mounting Kit for P3737-PLE
41	AXIS	T91B57	Pole Mounting Kits
8	AXIS	T91G61	Wall Mounting Kits
8	AXIS	T94A01D	Pendant Mounting Kit for Q6300-E
51	Berk-Tek	10334175	PoE Injector 1-Port RJ45
51	Berk-Tek	10400219	Power Supply Module
51	Berk-Tek	10396828	1 - Port Remote
51	Berk-Tek	BHKR02A02D44FF300	Outdoor Fiber Cabling to Camera & WAP Locations
1	Tripp Lite	SRW12UDP	SmartTack Low-Profile Rack Enclosure

ATAC, Inc. Services	
Company	**Description of Work**
ATAC, Inc.	Project Documentation and Project Management
ATAC, Inc.	Installation of Fiber and Fiber Equipment through Existing Pathway
ATAC, Inc.	Termination and Testing of Fiber Connectivity
ATAC, Inc.	Installation of Mounts and Cameras
ATAC, Inc.	Configuration and IPing of Cameras
ATAC, Inc.	Testing and positioning of Cameras with City of Ontario

Total Material Cost: $404,918.00
Total Software Cost: $11,256.00
Total Labor Cost: $136,940.00
Total Freight Cost: $4,000.00
Total Tax Cost: $31,381.15
Total Project Cost: $588,495.15

8706 Utica Ave.
Rancho Cucamonga, CA 91730
(909) 941-0300 phone

Terms and Conditions

1. This proposal is valid for 30 days. All invoices are due Net 30 days from the date of the invoice. Please make checks payable to:
   ATAC, Inc.
   8706 Utica Ave.
   Rancho Cucamonga, CA 91730
   Attn: Accounts Receivable
2. All taxes and freight are included. Returned material shall incur restocking fees.
3. ATAC, Inc. has the right to stop work should invoices not be paid within 30 days. Shall work be stopped the owner shall still be responsible for payment of all services rendered prior to the stop of work.
4. ATAC, Inc. shall provide proof of standard insurance upon request. Should insurance requirements above ATAC, Inc. standard coverage be required additional charges apply.
5. This proposal is based on prevailing wage rates.

Bid Prepared By:

Shawn Stocking
Director of Sales and Marketing
ATAC, Inc.

Bid Approved By: Address:

Print Name _____ _____

Signature _____ _____

Phone Number _____ _____

Date _____

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 13 TO THE MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND AMERICAN THREAT ASSESSMENT CONSULTING, INC.

1. Parties and Date.

This Amendment No. 13 to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario ("City") and **American Threat Assessment Consulting, Inc.**, 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 "Security Cameras, Access Control, Paging/Duress Installation, Repair and Maintenance Service Agreement" dated August 1, 2020 ("Agreement").

2.2 Amendment Purpose. The City and Contractor desire to amend the Agreement to increase the agreement amount by $25,070. The parties have heretofore entered into that Amendment No. 1 dated April 19, 2021, Amendment No. 2 dated July 15, 2021, Amendment No. 3 dated June 21, 2022, Amendment No. 4 dated July 7, 2022, Amendment No. 5 dated March 13, 2023, Amendment No. 6 dated June 21, 2023, Amendment No. 7 dated September 20, 2023, Amendment No. 8 dated July 16, 2024, Amendment No. 9 dated June 1, 2025, Amendment No. 10 dated June 17, 2025, Amendment No. 11 dated December 16, 2025, and Amendment No. 12 dated January 20, 2026.

2.3 Amendment Authority. This Amendment No. 13 is authorized pursuant to Section 3.5.18 of the Agreement.

3. Terms.

3.1 Amendment. Section 3.3.1 of the Agreement is hereby amended in its entirety to read as follows:

"**3.3.1 <u>Compensation</u>** Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Three Million One Hundred Seventy-Eight Thousand and Four Hundred Fifty-Eight Dollars ($3,178,458)** without written approval of the 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."

Exhibit "A" and "C" are hereby amended to add Attachment A which is hereto and incorporated herein by reference. All other previously added or deleted scope of services are retained in their entirety.

3.2 <u>Continuing Effect of Agreement</u>. Except as amended by this Amendment No. 13, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 13. From and after the date of this Amendment No. 13, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 13.

3.3 <u>Adequate Consideration</u>. 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. 13.

3.4 <u>Severability</u>. If any portion of this Amendment No. 13 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 <u>Integration</u>. 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. 13 TO THE MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND AMERICAN THREAT ASSESSMENT CONSULTING, INC.

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 13 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

AMERICAN THREAT ASSESSMENT CONSULTING, INC.

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

[If Corporation, TWO SIGNATURES, President OR Vice President AND Secretary OR Treasurer REQUIRED]

A.T.A.C. INC.
American Threat Assessment Consulting

2025

Project: City of Ontario
OMUC Garage Security
Ontario, CA

Date: October 17, 2025

Attention: Carlos Chavez

ATAC, Inc. is pleased to submit the following pricing for the project referenced above. The information is based on information sent by Carlos Chavez. This proposal is based on ATAC, Inc. providing material listed below only and associated manufacturer warranties.

Description of Work:

- The bill of materials below is based on documentation provided by the City of Ontario. If additional security technology is required, ATAC, Inc. shall provide it at an additional cost.
- ATAC, Inc. shall coordinate and manage all aspects of the project including installation.
- All necessary 120v shall be existing or furnished and installed by others at no cost to ATAC, Inc. This proposal excludes patch and paint work. All Fire Stopping shall be furnished by others at no cost to ATAC, Inc.
- This proposal is based on running new CAT6A cabling to cameras. This proposal includes stub up conduit pathway to around 10ft to the roof and then running opening cabling to the cameras.
- All Warranties shall be per manufacturer's warranty. ATAC, Inc. shall provide a proposal for a service and maintenance contract upon request.
- This proposal is based on prevailing wage labor rates.
- All work shall be performed during standard business hours. Should work be required after hours, additional costs may apply.
- This proposal includes a work lift for installation.
- This proposal is based on all material being billed upon receipt of the contract.

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(909) 941-0300 phone

Bill of Materials			
QTY	**MFG**	**Model #/sku #**	**Specification description in detail**
6	Genetec	GSC-OM-E-1C	1 Enterprise Camera Connection Licenses
6	Genetec	ADV-CAM-E-1Y	Advantage for 1 Enterprise Camera - 1 Year
2	AXIS	P3827-PVE	7MP 180 Degree Panoramic Cameras
4	AXIS	P3267-LVE	5MP Exterior Dome Cameras with IR
6	ATAC, Inc.	Misc. Materials	Pathway and Cabling for Camera Locations
Lot	ATAC, Inc.	Misc. Materials	Screws, Bolts, Work, etc.

ATAC, Inc. Services	
Company	**Description of Work**
ATAC, Inc.	Project Documentation and Project Management
ATAC, Inc.	Installation of Cabling into Existing Pathway to (6) Camera Locations
ATAC, Inc.	Installation of Cameras based on Design Provided by City of Ontario
ATAC, Inc.	Configuration and IPing of Cameras
ATAC, Inc.	Testing and positioning of Cameras with City of Ontario

Total Material Cost: $13,150.00
Total Software Cost: $1,840.00
Total Labor Cost: $8,760.00
Total Freight Cost: $300.00
Total Tax Cost: $1,019.13
Total Project Cost: $25,069.13

Terms and Conditions

8706 Utica Ave.
Rancho Cucamonga, CA 91730
(909) 941-0300 phone

1. This proposal is valid for 30 days. All invoices are due Net 30 days from the date of the invoice. Please make checks payable to:
   ATAC, Inc.
   8706 Utica Ave.
   Rancho Cucamonga, CA 91730
   Attn: Accounts Receivable
2. All taxes and freight are included. Returned material shall incur restocking fees.
3. ATAC, Inc. has the right to stop work should invoices not be paid within 30 days. Shall work be stopped the owner shall still be responsible for payment of all services rendered prior to the stop of work.
4. ATAC, Inc. shall provide proof of standard insurance upon request. Should insurance requirements above ATAC, Inc. standard coverage be required additional charges apply.
5. This proposal is based on prevailing wage rates.

Bid Prepared By:

Shawn Stocking
Director of Sales and Marketing
ATAC, Inc.

Bid Approved By: Address:

Print Name _____ _____

Signature _____ _____

Phone Number _____ _____

Date _____

CITY OF ONTARIO *Agenda Report* **January 20, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Daniel P Beers Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Bonnie Tam, Andrea Ampig Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 16

SUBJECT: **AN AMENDMENT TO THE DESIGN SERVICES AGREEMENT WITH HMC ARCHITECTS FOR ON-CALL ARCHITECTURAL SERVICES AND AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN ASSOCIATES, INC. FOR THE PREPARATION OF THE ENVIRONMENTAL IMPACT REPORT FOR THE MUNICIPAL SERVICES CENTER RELOCATION PROJECT**

RECOMMENDATION: That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to execute Amendment No. 8 to the Design Services Agreement with HMC Architects, of Ontario, California, to provide on-call architectural services for the Municipal Services Center Relocation Project in the amount of $13,566,326 for a total not-to-exceed contract amount of $33,501,466; and
B. Authorize the City Manager, or his designee, to execute Amendment No. 1 to the to the Professional Services Agreement with Kimley-Horn Associates, Inc., of Riverside, California, for the preparation of the Environmental Impact Report (EIR) in the amount of $504,450, plus a 10% contingency of $50,445, increasing the total contract amount by $554,895, for a total not-to-exceed contract amount of $1,007,215 and extend the contract term to June 30, 2027; and
C. Authorize the City Manager, or his designee, to execute all documents required for the completion of the project which may include, but not limited to, agreements, assessments, easements, reduction of retention accounts, contract amendments within the authorization limits, and filing a notice of completion at the conclusion of all construction-related activities.

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

FISCAL IMPACT: The recommended Amendment No. 8 to the Design Services Agreement with HMC Architects is in the amount of $13,566,326 for a total not-to-exceed contract amount of $33,501,466. The total contract amount of $33,501,466 includes on-call work performed for various citywide projects. If approved, additional appropriations in the Capital Projects, Water Capital, Sewer Capital, Integrated Waste, and Equipment Services Funds will be included in future quarterly budget updates to the City

Council as needed for the Municipal Services Relocation Project.

The recommended Amendment No. 1 to the Professional Services Agreement with Kimley-Horn Associates, Inc. is in the amount of $504,450, plus a 10% contingency of $50,445, increasing the total contract amount by $554,895, for a total not-to-exceed contract amount of $1,007,215. The total not-to-exceed contract amount of $1,007,215 includes a previously approved contract amount of $411,200 and 10% contingency of $41,120. If approved, appropriations in the General Fund will be included in future quarterly budget updates to the City Council as needed for the Municipal Services Relocation Project.

BACKGROUND & ANALYSIS: The Municipal Services Center will house the Public Works Agency, the Ontario Municipal Utilities Company, and the Broadband Department under the Management Services Agency. Additionally, the Community Life and Culture Agency, the Information Technology Agency, and the Broadband Department may also utilize storage space at the new corporate yard.

On May 20, 2025, the City Council approved Amendment No. 7 to the Design Services Agreement with HMC Architects to bring the Municipal Service Center Relocation Project to the design development phase. During the planning phase of the project, several offsite improvements and necessary upgrades to the existing bridge on site were identified that need to be addressed prior to the construction of the facility. If approved, Amendment No. 8 to the Design Services Agreement with HMC Architects will address the offsite improvements and bridge upgrades and bring the design plans to the construction document phase.

On June, 3, 2025, the City Council approved a Professional Services Agreement with Kimley-Horn Associates, Inc. for the preparation of an Environmental Impact Report (EIR) for the proposed new Municipal Services Center, which will encompass approximately 54 acres of land, located on the south side of Philadelphia Street, approximately 1,300 feet east of Vineyard Avenue. The project site includes a portion of the Whispering Lakes Golf Course and the Ontario Soccer Park. The project will require a General Plan Amendment changing the land use designation from OS-NR (Open Space - Non-Recreation) and OS-R (Open Space - Parkland) to Public Facility, and a Zone Change to change the existing zoning district from OS-R (Open Space Recreation) to the CIV (Civic) zoning district. In compliance with the California Environmental Quality Act (CEQA) Guidelines, City staff has conducted an evaluation and concluded that the appropriate environmental analysis for this specific proposal would involve an EIR. The Community Development Agency's pre-qualified consultant eligibility list for Environmental Services was utilized to select Kimley-Horn and Associates, Inc., to prepare the environmental document.

Further competition is not in the public interest because the contemplated amendment merely continues the consultant’s work on an existing project. Were another consultant to be utilized, it would result in increases in expenses, delays, and inefficiencies as a result of the loss of continuity.

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
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PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 8 TO THE DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND HMC GROUP dba HMC ARCHITECTS

1. Parties and Date.

This Amendment No. 8 to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario ("City") and **HMC Group dba HMC Architects**, a Corporation ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. The City and Consultant have entered into an agreement entitled "Design Service Agreement" dated January 1, 2020 ("Agreement").

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement to add design scope for D&C24-001 Municipal Services Center Relocation's offsite improvements, existing bridge upgrades and to provide construction document for agency review. This will increase the contract's not-to-exceed-amount by $13,566,326. The parties have heretofore entered into Amendment No. 1 dated July 22, 2022, Amendment No. 2 dated March 7, 2023, Amendment No. 3 dated September 5, 2023, Amendment No. 4 dated July 16, 2024, Amendment No. 5 dated October 15, 2024, Amendment No. 6 dated October 15, 2024 and Amendment No. 7 dated May 20, 2025.

2.3 Amendment Authority. This Amendment No. 8 is authorized pursuant to Section 3.37 of the Agreement.

3. Terms.

3.1 Amendment. Section 3.1.1 and 3.10.1 of the Agreement is hereby amended in its entirety to read as follows:

"3.1.1 Scope of Services. Consultant promises and agrees to furnish to City all

labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional 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-I."

"3.10.1 Compensation. City shall pay to consultant, for the performance of all Services rendered under this Agreement, with the total not to exceed amount of **Thirty-Three Million Five Hundred One Thousand Four Hundred Sixty-Six Dollars ($33,501,466**) ("Total Compensation"). This Total Compensation amount shall be based upon, and may be adjusted according to, the fee schedule and related terms and conditions attached hereto as Exhibit "A" and incorporated herein by reference. The total compensation, as may be adjusted upon mutual agreement, shall constitute complete and adequate payment for Services under this Agreement.

Scope of Services is hereby amended to add Attachment A which is hereto and incorporated herein by reference. All other previously added or deleted scope of services are retained in their entirety.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 8, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 8. From and after the date of this Amendment No. 8, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 8.

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. 8.

3.4 Severability. If any portion of this Amendment No. 8 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. 8 TO THE DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND HMC GROUP DBA HMC ARCHITECT

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 8 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

HMC GROUP dba HMC ARCHITECT

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

[If Corporation, TWO SIGNATURES, President OR Vice President AND Secretary OR Treasurer REQUIRED]

HMC Architects DESIGN FOR GOOD

Amendment No. 2

Date: December 12, 2025

Project Name: Ontario Corporate Yard (CO CY)
HMC #2518009000

AMENDMENT NO. 2 TO OWNER/ARCHITECT AGREEMENT

That certain Owner/Architect Agreement (Agreement) dated July 16, 2024, by and between City of Ontario (Owner) and HMC Group (Architect), with respect to providing Architectural & Engineering Services is hereby amended, modified, and revised as follows:

Per the Original Agreement dated July 16, 2024, and Amendment 1 dated April 17, 2025, the Scope of Services will be divided into the following Tasks:

- Task 1 (Original Agreement) shall be Programming and Conceptual Design through Schematic Design Phase
- Task 2 (Amendment 1) shall be Design Development Phase

Per this Amendment 2 dated December 12, 2025, the Scope of Services shall be divided into the following Tasks:

- Task 2a shall be Existing Bridge Structural Assessment and Upgrade
- Task 3 shall be Construction Documents through Agency Phases
- Task 4 shall be Offsite Improvements, Design Development through Agency Phases

A future amendment will be submitted for review and approval that shall cover the following Scope of Services:

- Task 5 shall be Bidding through Contract Administration Phases

C. Scope of Services

Task 2a: Existing Bridge Structural Assessment and Upgrade

Structural and Civil Engineering analysis, including geotechnical borings and amended report, of the existing bridge to determine required upgrades per Owner request not included in the Scope of Services in the Original Agreement or Amendment 1.

Task 3: Construction Documents and Agency Review Phases

1. Facilitate all-day Milestone Page Turn meeting with the Owner to review 100% Construction Documents deliverable and gather feedback. HMC shall provide a cost estimate, and if

necessary, steps to reconcile the estimate with the Project budget. At the conclusion of the meeting, Owner to provide Notice to Proceed into next phase, Agency Review, which represents an understanding and approval of Scope, Schedule, and Budget as indicated in the deliverable.

2. HMC to develop 100% Construction Document Submittal, which includes design drawings, specifications, and an updated cost estimate. Refer to Attachment "D" HMC Production Document Deliverables for additional information.
3. Obtain City of Ontario Planning and Building Department approval for the Project.

Task 4: Offsite Improvements, Design Development through Agency Phases

1. Offsite improvements, as required by the City of Ontario, to include:
   a. New Intersection paving, sidewalk, and signal lighting.
   b. Philadelphia Street re-alignment/re-striping and widening from Kaiser to Cucamonga Channel. Philadelphia Street broadband extension, sidewalk extension, bus drop-off, landscape, streetlights, and fire hydrants.
   c. Widening of Philadelphia Street Bridge over Cucamonga Channel.
   d. New emergency fire access entry adjacent to Kaiser.
2. HMC to develop 100% Construction Document Submittal, which includes design drawings, specifications, and an updated cost estimate. Refer to Attachment "D" HMC Production Document Deliverables for additional information.
3. Obtain City of Ontario Planning and Building Department approval for the Project.

F. Compensation

The fixed fee shall be 7.32% of the estimated construction cost, based on the current budget of Four Hundred Fifty Million Dollars ($450,000,000) plus approved additional services for programming, environmental services, existing bridge upgrades, and offsite improvements.

HMC will provide the services outlined in the Scope of Work for **Task 2a,** Existing Bridge Structural Assessment and Upgrade, for a fixed fee of **Sixty-Six Thousand, Four Hundred Thirty Dollars ($66,430)** to be billed at the completion of Design Development Phase.

HMC will provide the services outlined in the Scope of Work for **Task 3**, Construction Documents Phase, for a fixed fee of **Eleven Million, Five Hundred Fifty-One Thousand, Two Hundred Fifty Dollars ($11,551,250)**.

HMC will provide the services outlined in the Scope of Work for **Task 3**, Agency Review Phase, for a fixed fee of **Nine Hundred Ninety Thousand, One Hundred Seven Dollars ($990,107)**.

HMC will provide the services outlined in the Scope of Work for **Task 4**, Offsite Improvements Design Development through Agency Phases, for a fixed fee of **Nine Hundred Fifty-Eight Thousand, Five Hundred Thirty-Nine Dollars ($958,539)**.

HMC shall provide all the services outlined in the Scope of Work for Amendment 2, for a total fixed fee of **Thirteen Million, Five Hundred Sixty-Six Thousand, Three Hundred Twenty-Six Dollars** (**13,566,326).**

Amendment 2 Fee Summary		Fee
Task 2a: Existing Bridge Upgrade	$	66,430
Task 3: Construction Documents Phase	$	11,551,250
Task 3: Agency Review Phase	$	990,107
Task 4: Offsite Improvements, Design Development through Agency Phases	$	958,539
Total Amendment 2	**$**	**13,566,326**

Prior Fee Summary	Date		Fee
Original Agreement: Task 1: Programming and Conceptual Design through Schematic Design Phase	July 16, 2024	$	3,666,359
Amendment 1: Task 2: Design Development Phase	May 20, 2025	$	10,653,815
	Total Prior Fee	**$**	**14,420,174**

Please review this Proposal and if it meets with your approval, please send HMC your Standard Form of Agreement for signature.

If you have any questions or need additional information, please contact me at (626) 826-9108.

Sincerely,

HMC Architects DESIGN FOR GOOD

Brandon Gullotti AIA, NCARB, Assoc. DBIA
Principal In Charge

cc: S. Gradillas, File-CN-AOA

Amend No. 2 Fee Reconciliation_20251212

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND KIMLEY-HORN AND ASSOCIATES, LLC

1. Parties and Date.

This Amendment No. 1 to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario ("City") and Kimley-Horn and Associates, Inc, a Corporation ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. The City and Consultant have entered into an agreement entitled Professional Services Agreement dated June 3, 2025 ("Agreement").

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement to extend the term of the agreement to June 30, 2027, and provide additional compensation in the amount of $504,450 for a total not-to-exceed contract amount of $915,650.

2.3 Amendment Authority. This Amendment No. 1 is authorized pursuant to Section 3.7.14 of the Agreement.

3. Terms.

3.1 Amendment. Section 3.1.2 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 June 4, 2025 to June 30, 2027, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual,

written consent, extend the term of this Agreement if necessary to complete the Services."

3.2 Amendment. Section 3.2.1 of the Agreement is hereby amended in its entirety to read as follows:

"3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Nine Hundred Fifteen Thousand Six Hundred Fifty Dollars ($915,650)**, 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."

Exhibit A is hereby amended to add Attachment A which is hereto and incorporated herein by reference. All other previously added or deleted scope of services and fees are retained in their entirety.

3.3 Continuing Effect of Agreement. Except as amended by this Amendment No. 1, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No.1. From and after the date of this Amendment No.1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 1.

3.4 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. 1.

3.5 Severability. If any portion of this Amendment No. 1 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6 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. 1 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND KIMLEY-HORN AND ASSOCIATES, INC.

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 1 as of the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

KIMLY-HORN AND ASSOCIATES

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

CITY OF ONTARIO *Agenda Report* **January 20, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Police Department Prepared By: Michael Gracia Staff Member Presenting: Mike Lorenz, Chief of Police Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 17

SUBJECT: **A MAINTENANCE SERVICES AGREEMENT WITH CLEAN HARBORS ENVIRONMENTAL SERVICES INC. FOR FIREARM RANGE MAINTENANCE AND BIOHAZARD REMEDIATION SERVICES**

RECOMMENDATION: That City Council authorize the City Manager, or his designee, to execute a Maintenance Services Agreement for up to five years with Clean Harbors Environmental Services Inc. of Norwell, MA, for firearm range maintenance and biohazard remediation services for a total not-to-exceed agreement amount of $288,047.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Maintain the Current High Level of Public Safety
Operate in a Businesslike Manner

FISCAL IMPACT: The proposed agreement includes an initial three-year term of $167,697, with a total not-to-exceed amount of $288,047. The Fiscal Year 2025-26 Adopted Budget includes appropriations for firearm range maintenance and biohazard remediation services. Appropriations for future fiscal years of the agreement will be included in the respective fiscal year's budget to be considered by the City Council for approval.

BACKGROUND & ANALYSIS: The Ontario Police Department Firearms Training Facility is an indoor shooting range that opened in 2012. The facility is operated weekly to maintain and exceed Peace Officer Standards and Training (POST) requirements for sworn police officers and Ontario Fire Department (OFD) Arson Investigators. Training activities include regular firearm practice, testing, and qualification exercises.

Due to the frequent and sustained use of the facility, hazardous waste is routinely generated. This includes, but is not limited to, lead residue, spent ammunition byproducts, airborne particulates, and other contaminants commonly associated with indoor firing ranges. Without proper cleaning, maintenance, and specialized handling, these materials may pose potential health and safety risks to officers, staff, and other authorized users of the facility. As such, it is essential that the range remains fully operable, thoroughly maintained, and compliant with all applicable health, safety, and environmental regulations.

In addition to firearms range maintenance, the agreement will include biohazard remediation services required to support public safety operations across multiple environments. These services address situations where biological or potentially infectious materials are present and require specialized cleaning, handling, and disposal in accordance with state and federal regulations. Biohazard remediation services include, but are not limited to, the cleaning and decontamination of crime scenes, homeless encampments, and patrol vehicles where biological contaminants may be present, ensuring all affected areas are restored to a safe and sanitary condition.

The previous Maintenance Services Agreement reached the end of its full five-year term and expired on December 14, 2025. In anticipation of the agreement's expiration, the City of Ontario issued an Invitation to Bid (IFB) No. 1968 on December 1, 2025, for Firearm Range Maintenance and Biohazard Remediation Services. The solicitation was intended to secure a qualified contractor capable of providing comprehensive maintenance, cleaning, and remediation services to support the operational needs of the Police Department.

Two bid responses were received. Following a review of responsiveness and responsibility in accordance with the IFB requirements, Staff determined that Clean Harbors Environmental Services Inc. submitted the lowest responsive and responsible bid and provides the best value to the City.

Staff unanimously recommends entering into a new agreement with Clean Harbors Environmental Services Inc. for an initial three-year term with two optional one-year extensions, contingent upon the submission of all required documents. The first three years of the agreement include a not-to-exceed total of $167,697 and a not-to-exceed total of $288,047 for the full five-years.

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
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DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

CITY OF ONTARIO
MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

1. PARTIES AND DATE.

This Agreement is made and entered into this [***INSERT DAY***] day of [***INSERT MONTH***], [***INSERT YEAR***] 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 Clean Harbors Environmental Services, Inc., a Massachusetts corporation with its principal place of business at 42 Longwater Drive, Norwell, Massachusetts, 02061 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

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 Firearm Range Maintenance and Biohazard Remediation 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 **Firearm Range Maintenance and Biohazard Remediation Services** project ("Project") as set forth in this Agreement.

2.3 Contract Documents.

The following documents shall be referred to collectively as the "Contract Documents," each of which is incorporated into and made part of this Agreement by reference:

Approved and fully executed change orders
Addenda (if any)
Scope of Services
Maintenance Services Agreement

Notice Inviting Bids
Instructions to Bidders
Bid Forms (including Contractor's Bid Schedule)
Payment and Performance Bonds, if required

The Contract Documents are intended to be complementary, and a requirement in one document is as effective as if it appeared in all of the Contract Documents. In the event of a conflict between any of the Contract Documents, the documents shall be given effect in the order set forth above.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the maintenance services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **January 20th, 2026** to **January 19th, 2029**, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than two (2) additional one-year terms. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **One Hundred Sixty-Seven Thousand, Six Hundred Ninety-Six Dollars and Forty-Four Cents, $167,696.44** without written approval of the City Council or City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.2.3 Deductions. City may deduct or withhold, as applicable, from each progress payment an amount necessary to protect City from loss because of: (1) stop

payment notices as allowed by state law; (2) unsatisfactory prosecution of the Services by Contractor; (3) sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Agreement; and (4) any other sums which the City is entitled to recover from Contractor under the terms of the Agreement or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

3.2.4 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.2.5 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3 Responsibilities of Contractor.

3.3.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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

3.3.4 City's Representative. The City hereby designates **The City Manager**, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement except for increasing

compensation. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.3.5 Contractor's Representative. Contractor hereby designates **Crystal Avila, Account Manager** 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; (4) *Professional Liability Insurance;* (5) *Pollution 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 ($2,000,000 per occurrence/$4,000,000 aggregate); (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 limit; (4) *Professional Liability Insurance (Errors & Omissions):* appropriate to Contractor's profession with limits no less than $2,000,000 (5) *Pollution Liability Insurance: Contractor shall provide "occurrence" form applicable to the work being performed, with a* limit no less than *$1,000,000 per claim or occurrence and $2,000,000 aggregate.*

(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) Commercial 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 or self-insurance shall be called upon to protect it as a named insured. Any insurance 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 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(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. 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:

Clean Harbors Environmental Services, Inc.
42 Longwater Drive
Norwell, MA 02061
Attn: Crystal Avila, Account Manager

City:

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

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 CLEAN HARBORS ENVIRONMENTAL SERVICES INC.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

By: _____

Its: President

Printed Name: _____

By: _____

Its: Treasurer

Printed Name: _____

_____
Contractor's License Number and Classification

_____
DIR Registration Number

EXHIBIT "A"

SCOPE OF SERVICES

FIREARM RANGE MAINTENANCE

1) CLEANING PROCEDURES:

a) Delineate critical barriers such as door entries and provide proper signage to eliminate unauthorized entry into range during cleaning and maintenance services

b) Provide tacky mats outside of all entry/exit during cleaning and during operations of gun range

c) Remove all leftover shell casings from range floor and segregate into proper storage containers for recycling

d) Remove all lead-impacted debris, including but not limited to: shotgun paper wads, cardboard debris, target paper, and other miscellaneous debris into properly labeled and UN-approved 55-gallon drums

e) HEPA vacuum all surfaces of firing range to include range floors, walls, rear trap area, control room, lobby and training room

f) Wipe down walls, target holders, target carriers, tables, chairs, shooting lane cubicles, air diffuser cylinder, and gun cleaning areas with trisodium phosphate (TSP) solution and water or equivalent

g) Profile lead-impacted material and rinsate into federally regulated disposal facility that accepts RCRA hazardous waste solids and liquids

h) Manifest, label, transport and dispose of all lead debris and rinsate to federally regulated disposal facility that accepts RCRA hazardous waste solids and liquids.

2) INTERIOR MAINTENANCE AND FILTER REPLACEMENT WORK PLAN

a) Inspect all gun range components to include, but not limited to: baffles, backstop area, light bulbs, target holders, acoustic walls, plywood walls, etc.

b) Provide regular inspection and maintenance of the Action Target TCT-2 system dust and lead bullet collection canisters for accumulation; remove, dispose, and segregate into properly labeled, hazardous waste UN-approved 55 gallon drums

c) Provide (and log) monthly inspections and maintenance of the Action Target TCT-2 systems deflector plate, deceleration chamber, and interior/exterior of the surface plates to ensure the integrity of the back plates. Apply rust inhibitor paint to maintain the surface of the back plate on an as-needed basis
d) Provide regular inspections of the D-TAPS actuator system internal components to include, but not limited to: valves, cylinder assembly, pulleys, cables, cable tension, clamp actuator attachments and make adjustments as necessary
e) Provide regular inspection (and repair as required) of the air compressor to include, but not limited to: pump oil levels, purging of water condensation in the tank and air lines, inspection of air leaks in hoses and tubes
f) Provide monthly inspection and log of the Action Target DCU (dust containment unit) differential pressure gauge on the main junction box to ensure that proper operation pressure is within operating limits and all calibrating low- and high-pressure knobs are properly set
g) Inspect and diagnose any system errors or warnings
h) If the DCU Range System operating pressure is above the high-set limit calibration, inspect all system filters to determine if filters need to be replaced
    i) Replacement of DCU filters are included in the scope
i) Inspect all range system filters (supply fan filters, exhaust fan filters, HEPA filters, etc.) to determine if filters are clogged or compromised in any way. Supply and replace all range systems filters (supply fan filters, exhaust fan filters, HEPA filters, etc.) as necessary. Service of filters shall include the proper profiling, manifesting, labeling, transportation, and disposal of the filters according to all local, state, and federal regulations and guidelines

3) ASSUMPTION AND CAVEATS:

a) Cleaning of the gun range, lobby, and training area will be determined based on the amount of use and volume of ammunition that is discharged during a normal operating month
b) All hazardous waste disposal accumulation will be based on the amount of use and volume of ammunition discharged in a normal operation month

c) Vendor acknowledges the Ontario Police Department Firearms Training Facility is a 24-hour facility. Services must be scheduled in advance with Police Department Range staff. Services outlined in this document must be performed in their entirety within the scheduled date and times.
d) Proposal is based on prevailing wage labor rates for lead workers
e) All proper PPE and respiratory protection will be provided by the vendor and worn by all workers during work activities
f) All lockout tag/out to procedures will be performed prior to commencing work
g) All lead remediation will be handled according to local, state, and federal regulations
h) Hazardous waste transportation and disposal to include:
    i) 55 gallon drums for RCRA hazardous waste rinse water
    ii) 55 gallon drums for RCRA hazardous waste rags and debris
    iii) 1-3 cubic yard tri-wall boxes of RCRA hazardous waste for all DCU system filters
i) Provide clean and empty 55 gallon drums for the storage of brass on-site at all times
j) All personnel are required to be current on all certifications for lead worker and lead supervisor training (as appropriate) by the California Department of Public Health.
k) Vendor and employees must possess, maintain, and provide proof as reasonably requested, all requirements (licenses, certificates, registrations, insurance, etc.) as required by all applicable local, state, and federal agencies responsible for regulating lead and hazardous waste, including but not limited to: the California Department of Toxic Control Substances, California Department of Transportation, California Department of Industrial Relations, California Division of Occupational Safety and Health, California Department of Public Health, the South Coast Air Quality Management District, and the Environmental Protection Agency.

BIOHAZARD REMEDIATION SERVICES

1) Restore safety to dangerous scenes exposed, or potentially exposed, to various bio-hazardous conditions, including but not limited to: blood, infectious diseases, blood borne pathogens, illness outbreaks, etc. Scenes may include police department facilities, police vehicles, incident scenes, homeless campsites, crime scenes, or other areas as designated on an as-needed basis by representatives of the Ontario Police Department.

2) Contractor shall perform all Services 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, and consistent with all applicable laws. 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.

EXHIBIT "B"

SCHEDULE OF SERVICES

Services will be performed in their entirety on the last Tuesday of every month unless otherwise directed by a representative of the Police Department. Biohazard remediation services will be performed as needed at the request of the Police Department.

EXHIBIT "C"

COMPENSATION

Range Cost	Monthly Cost	FY 2025-26	FY 2026-27	FY 2027-28	3 Yr Total	FY 2028-29	FY 2029-30	5 Yr Total
Clean Harbor	$ 3,475.00	$ 41,700.00	$ 42,951.00	$ 44,239.53	$ 128,890.53	$ 45,566.72	$ 46,933.72	$ 221,390.96

Items as needed for Biohaz Response	Qnty	Amount	UOM
Biohazardous Waste	1	$ 147.00	16DF
Miscellaneous Supplies	1	$ 175.00	per event
Bio-Hazardous container to include bio bag 5-gallon drum	1	$ 19.00	each
Bio-Hazardous container 16-gallon drum	1	$ 42.00	each
Labor Technician, non-prevailing wage (M-F standard 8am-5pm)	1	$ 70.00	hour
Labor Technician, non-prevailing wage (M-F after hours)	1	$ 110.00	hour
Labor Technician, non-prevailing wage (double-time)	1	$ 150.00	hour
Labor Technician, prevailing wage (M-F standard 8am-5pm)	1	$ 115.00	hour
Labor Technician, prevailing wage (M-F after hours)	1	$ 150.00	hour
Labor Technician, prevailing wage (double-time)	1	$ 185.00	hour
Service Vehicle	1	$ 50.00	hour
Emergency Response Fee for afterhours only	1	$ 150.00	each
Energy insurance & security surcharge		12%	percent
Sales Tax		8.75%	percent

Notes:

1. Rates are portal to portal
2. There will be a 3% annual increase to all rates after 12 months.

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	DESCRIPTION OF ATTACHED DOCUMENT
☐ Individual ☐ Corporate Officer _____ Title(s)	_____ Title or Type of Document
☐ Partner(s) ☐ Limited ☐ General ☐ Attorney-In-Fact ☐ Trustee(s) ☐ Guardian/Conservator ☐ Other: Signer is representing: Name Of Person(s) Or Entity(ies) _____ _____	_____ 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"), by action taken or a resolution passed_____, 20____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	DESCRIPTION OF ATTACHED DOCUMENT
☐ Individual ☐ Corporate Officer _____ Title(s)	_____ Title or Type of Document
☐ Partner(s) ☐ Limited ☐ General	_____ Number of Pages
☐ Attorney-In-Fact ☐ Trustee(s) ☐ Guardian/Conservator ☐ Other:	_____ Date of Document
Signer is representing: Name Of Person(s) Or Entity(ies) _____ _____	_____ Signer(s) Other Than Named Above

CITY OF ONTARIO *Agenda Report* **January 20, 2026**	**SECTION:** **PUBLIC HEARINGS**
Department: Building Prepared By: James Caro Staff Member Presenting: Rudy Zeledon, Executive Director Community Development Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 18

SUBJECT: **ORDINANCES APPROVING THE 2024 INTERNATIONAL FIRE CODE AND THE 2025 CALIFORNIA BUILDING AND FIRE CODES ADOPTED BY THE CALIFORNIA BUILDING STANDARDS COMMISSION IN THE CALIFORNIA CODE OF REGULATIONS**

RECOMMENDATION: That the City Council adopt:

A. An Ordinance amending Chapter 4 of Title 4 of the Ontario Municipal Code, adopting by reference with certain amendments, the 2025 California Fire Code and the 2024 International Fire Code;
B. An Ordinance amending Chapters 1, 2, 3, 4, 5, 6, 7, 10, 11, 12, and 14 of title 8 of the Ontario Municipal Code, adopting by reference the 2025 Edition of the California Building Standards Code.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Maintain the Current High Level of Public Safety
Operate in a Businesslike Manner
Pursue City's Goals and Objectives by Working with Other Governmental Agencies

FISCAL IMPACT: There is not a direct fiscal impact associated with this action.

BACKGROUND & ANALYSIS: On December 2, 2025, the City Council took action to set a public hearing for January 20, 2026, for an Ordinance to adopt by reference the 2024 International Fire Code and the 2025 California Building and Fire Codes. Every three years, the California Building Standards Commission updates and adopts the California Building Standards Code, which governs building construction throughout the state. Under the California Health and Safety Code, all public agencies responsible for administering Building, Safety, and Fire Codes must comply with these state-adopted standards, and local agencies are required to adopt and enforce them accordingly. Local agencies may also adopt amendments to the State Codes based on findings relative to local geological or topographic conditions. Staff recommends amendments to the Codes based upon certain local conditions to ensure compliance with State mandates, to assure that Ontario's Codes continue to address the latest technological advances, and to provide for the use of companion Fire

and Building Codes.

Fire Codes: The proposed ordinance adopts the 2024 International Fire Code and the 2025 California Fire Code and provides for certain local amendments. These amendments are consistent with other provisions that are in the current version of the City's Fire Code. The State Codes incorporate, by reference, the Model Codes published by the International Code Council (ICC).

Building Codes: The proposed Ordinance adopts the 2025 California Building Code and related codes and includes a couple of amendments that are a function of Ontario's geography and energy concerns. The amendments include:

1. The design criteria for all structures built within the city is 110 MPH winds, Exposure C, seismic zone D;
2. Due to the city's close proximity to the San Andreas fault, all underground pipe, conduit, and lines will be bedded and backfilled with cleaned dirt void of any rocks or clean sand, six inches below and twelve inches above said pipe, conduit, or line. All electrical metal conduit will need a ground conductor, the metal conduit will not act as the ground conductor;
3. Retro-fit windows will need a building permit and will need to follow 2025 standards for emergency egress; and
4. All walls over 3 ft (36 inches) will need a building permit, and all retaining walls over 2 ft (24 inches) will need a building permit. In addition, increase the requirements for energy conservation and also for geographical reasons like earthquakes, etc.

Adoption of the new version of the Building and Fire Codes will provide for proper construction guidelines for the health and safety of occupants and energy conservation.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AMENDING CHAPTERS 1, 2, 3, 4, 5, 6, 7, 10, 11, 12, AND 14 OF TITLE 8 OF THE ONTARIO MUNICIPAL CODE, ADOPTING BY REFERENCE THE 2025 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE, INCORPORATING THE 2025 CALIFORNIA ADMINISTRATIVE CODE, THE 2025 CALIFORNIA BUILDING CODE, THE 2025 CALIFORNIA MECHANICAL CODE, THE 1997 CALIFORNIA HOUSING CODE, THE 2025 CALIFORNIA ELECTRICAL CODE, THE 2025 CALIFORNIA RESIDENTIAL CODE, THE 2025 CALIFORNIA PLUMBING CODE, THE 2025 CALIFORNIA ENERGY CODE, THE 2024 INTERNATIONAL PROPERTY MAINTENANCE CODE, THE 2025 CALIFORNIA GREEN BUILDING STANDARDS CODE, THE 2025 HISTORIC BUILDING CODE, 2025 CALIFORNIA EXISTING BUILDING CODE, AND THE 2025 CALIFORNIA REFERENCED STANDARDS, TOGETHER WITH CERTAIN AMENDMENTS THERETO.

WHEREAS, pursuant to Government Code Section 50022.1 *et seq.,* the City of Ontario, California ("City") may adopt by reference the 2025 Edition of the California Building Standards Code as provided in Titles 24 and 25 of the California Code of Regulations and other codes, including, without limitation, the Uniform Housing Code and other codes; and

WHEREAS, the California Building Standards Commission recently adopted the 2025 Edition of the California Building Standards Code; and

WHEREAS, California Health and Safety Code Sections 17958.7 and 18941.5 authorize cities to adopt the California Building Standards Code with modifications that are determined to be reasonably necessary because of local climatic, geological, or topographical conditions; and

WHEREAS, prior to making modifications permitted under California Health and Safety Code Sections 17958.7 and 18941.5, the City Council is required to make express findings that such modifications are needed in accordance with California Health and Safety Code Sections 17958.7; and

WHEREAS, the City desires to adopt the California Building Standards Code with the necessary amendments to assure it is tailored to the safety needs of the City as required by its unique climatic, geological, and topographical conditions; and

WHEREAS, the City held a public hearing on December 2, 2025, at which time all interested persons had the opportunity to appear and be heard on the matter of adopting the Codes as amended herein. At the hearing the City Council took action to set a public hearing for January 20, 2026, for an Ordinance to adopt by reference the 2024 International Fire Code and the 2025 California Building and Fire Codes; and

WHEREAS, the City held a public hearing on January 20, 2026, at which time all interested persons had the opportunity to appear and be heard on the matter of adopting the Codes as amended herein; and

WHEREAS, the City published notice of the aforementioned public hearing pursuant to California Government Code Section 6066 on January 20, 2026; and

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

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. The City Council hereby finds that the proposed amendments to California Building Code Section 113.4 are necessary for administrative or procedural clarification and to establish administrative standards for the effective enforcement of the building standards of the City of Ontario and does not modify a building standard pursuant to California Health & Safety Code Section 17958, 17958.7, and/or 18941.5. Each of the City's proposed amendments are substantially equivalent to changes or modifications enacted by the City of Ontario, and which were previously filed with the California Building Standards Commission and in effect as of September 30, 2025.

SECTION 2. Chapter 1 of Title 8 of the Ontario Municipal Code is amended in its entirety to read as follows:

Chapter 1 – Administrative and Building Code

Section 8-1.01. Adoption of the Administrative Code

The 2025 Edition of the California Administrative Code, as adopted by the California Building Standards Commission in California Code of Regulations Title 24, Part 1, is hereby adopted by reference and made a part of this chapter as if fully set forth at length herein. One (1) copy of said code is on file in the office of the City Clerk for public review.

Section 8-1.02. Adoption of the Building Code

The 2025 Edition of the California Building Code, as adopted by the California Building Standards Commission in California Code of Regulations Title 24, Part 2, Volumes 1 and 2, subject to the amendments set forth in this chapter, is hereby adopted by reference and made a part of this chapter as if fully set forth at length herein. One (1) copy of said code is on file in the office of the City Clerk for public review.

Section 8-1.03. Amendment: Section 113.4

Section 113.4 is added to the California Building Code to read as follows:

1. 113.4 Ontario Building Appeals Board. The City Manager shall recommend to the City Council five (5) individuals desirous to serve on the Building

Appeals Board who are qualified by experience and training to pass on matters pertaining to building construction and are not employees of the City. Each Board Member's term on the Building Appeals Board shall remain indefinite unless the Board Member resigns, or the City Council wishes to designate a new Board Member in its discretion. Should any Board Member be unable to continue serving on the Building Appeals Board, he or she shall submit a written resignation to the City Manager as soon as possible. The City Manager shall, in turn, present a recommended replacement to the City Council for appointment.

Section 8-1.04. Amendment: Part 2, Volume 1, Section 105.2

Section 105.2 is amended as follows:

1. All walls over 3 ft (36 inches) require a building permit and all retaining walls over 2 ft (24 inches) require a building permit.

Section 8-1.05. Amendment: Part 2, Volume 2, Section 1609A

Section 1609A is amended as follows:

1, The City of Ontario design criteria for all structures built within the City is 110 MPH winds, Exposure C, Seismic Zone D

Section 8-1.06. Amendment: Part 2, Volume 2, Section 1613A

Section 1613A is amended as follows:

1. The City of Ontario design criteria for all structures built within the City is 110 MPH winds, Exposure C, Seismic Zone D; and

2. Because of the City's proximity to the San Andreas fault, all underground pipe, conduit, and lines will be shaded with cleaned dirt void of any rocks or clean sand, six inches below and twelve inches above said pipe, conduit, or line. All electrical metal conduit will need a ground conductor, the metal conduit will not act as the ground conductor.

SECTION 3. Chapter 2 of Title 8 of the Ontario Municipal Code is amended in its entirety to read as follows:

Chapter 2 - Mechanical Code

Section 8-2.01. Adoption of the Mechanical Code

The 2025 Edition of the California Mechanical Code, as adopted by the California Building Standards Commission in California Code of Regulations Title 24, Part 4, is hereby adopted by reference and made a part of this chapter as if fully set forth at length herein. One (1) copy of said code is on file in the office of the City Clerk for public review.

SECTION 4. Chapter 3 of Title 8 of the Ontario Municipal Code is amended in its entirety to read as follows:

Chapter 3 - Housing Code

Section 8-3.01. Adoption of Housing Code

The 1997 Edition of the Uniform Housing Code, as published by the International Conference of Building Officials, one (1) copy of which is on file for public review in the office of the City Clerk, is hereby adopted by reference and made a part of this chapter as if fully set forth at length herein.

SECTION 5. Chapter 4 of Title 8 of the Ontario Municipal Code is amended in its entirety to read as follows:

Chapter 4 - Electrical Code

Section 8-4.01. Adoption of the Electrical Code

The 2025 Edition of the California Electrical Code, as adopted by the California Building Standards Commission in California Code of Regulations Title 24, Part 3, is hereby adopted by reference and made a part of this chapter as if fully set forth at length herein. One (1) copy of said code is on file in the office of the City Clerk for public review.

SECTION 6. Chapter 5 of Title 8 of the Ontario Municipal Code is hereby amended in its entirety to read as follows:

Chapter 5 - Residential Code

Section 8-5.01. Adoption of the Residential Code

The 2025 Edition of the California Residential Code, as adopted by the California Building Standards Commission in California Code of Regulations Title 24, Part 2.5, is hereby adopted by reference and made a part of this chapter as if fully set forth at length herein. One (1) copy of said code is on file in the office of the City Clerk for public review.

Section 8-5.02. Amendment: Section R310.5

Section R310.5 is amended as follows:

1. Retro-fit windows require a building permit and shall conform to the 2025 standards for emergency egress.

SECTION 7. Chapter 6 of Title 8 of the Ontario Municipal Code is amended in its entirety to read as follows:

Chapter 6 - General Provisions

Section 8-6.01. Fees

Fees for any permit, license or other approval issued pursuant to any of the codes adopted by this title shall be as set forth by resolution of the City Council.

Section 8-6.02. Violations

Violations of any provision of any of the codes adopted by this title shall subject the violator to any or all of the penalties provided in this code or applicable law.

SECTION 8. Chapter 7 of Title 8 of the Ontario Municipal Code is hereby amended in its entirety to read as follows:

Chapter 7 - Plumbing Code

Section 8-7.01. Adoption of the Plumbing Code

The 2025 Edition of the California Plumbing Code, as adopted by the California Building Standards Commission in California Code of Regulations Title 24, Part 5, is hereby adopted by reference and made a part of this chapter as if fully set forth at length herein. One (1) copy of said code is on file in the office of the City Clerk for public review.

SECTION 9. Chapter 10 of Title 8 of the Ontario Municipal Code is hereby amended in its entirety to read as follows:

Chapter 10 – Energy Code

Section 8-10.01. Adoption of the Energy Code

The 2025 Edition of the California Energy Code, as adopted by the California Building Standards Commission in California Code of Regulations Title 24, Part 6, is hereby adopted by reference and made a part of this chapter as if fully set forth at length herein. One (1) copy of said code is on file in the office of the City Clerk for public review.

SECTION 10. Chapter 11 of Title 8 of the Ontario Municipal Code is hereby amended in its entirety to read as follows:

Chapter 11 - International Property Maintenance Code

Section 8-11.01. Adoption of the International Property Maintenance Code

The 2024 Edition of the International Property Maintenance Code, including the administration chapter, one (1) copy of which is on file for public review in the office of the City Clerk, is hereby adopted by reference and made a part of this chapter as if fully set forth at length herein.

SECTION 11. Chapter 12 of Title 8 of the Ontario Municipal Code is hereby amended in its entirety to read as follows:

Chapter 12 - Green Building Standards Code

Section 8-12.01. Adoption of California Green Building Standards Code

The 2025 Edition of the California Green Buildings Standards Code, as adopted by the California Building Standards Commission in California Code of Regulations Title 24, Part 11, is hereby adopted by reference and made a part of this chapter as if fully set forth as length herein. One (1) copy of said code is on file in the office of the City Clerk for public review.

SECTION 12. Chapter 14 of Title 8 of the Ontario Municipal Code is hereby amended in its entirety to read as follows:

Chapter 14 - Historic Building Code, Existing Building Code
and Referenced Standards

Section 8-14.01. Adoption of California Historic Building Code

The 2025 Edition of the California Historic Building Code, as adopted by the California Building Standards Commission in California Code of Regulations Title 24, Part 8, is hereby adopted by reference and made a part of this chapter as if fully set forth as length herein. One (1) copy of said code is on file in the office of the City Clerk for public review.

Section 8-14.02. Adoption of California Existing Building Code

The 2025 Edition of the California Existing Building Code, as adopted by the California Building Standards Commission in California Code of Regulations Title 24, Part 10, is hereby adopted by reference, and made a part of this chapter as if fully set forth as length herein. One (1) copy of said code is on file in the office of the City Clerk for public review.

Section 8-14.03. Adoption of California Referenced Standards

The 2025 Edition of the California Referenced Standards, as adopted by the California Building Standards Commission in California Code of Regulations Title 24, Part 12, is hereby adopted by reference, and made a part of this chapter as if fully set forth as length herein. One (1) copy of said code is on file in the office of the City Clerk for public review.

Section 8-14.04. Alternative building standards for adaptive reuse projects.

(a) Purpose. The Historic Preservation-Adaptive Reuse Plan in Title 9 Development Code expanded the scope of eligible and underutilized buildings or structures that have great potential to be converted into new uses or occupancy that can benefit from relief of parking standards, setbacks and zoning height limitations. However, key to the success of the Adaptive Reuse Plan relies on the ability of the Building Official and

Fire Marshal to effectively use their authority to grant code modification or alternative materials, design and methods of construction and equipment to address practical difficulties involved in complying with the strict provisions of the code or consider alternative design or methods not specifically prescribed in the code. Other statutory regulations such as the California Historic Building Code adopted in § 8-14.01 and the California Existing Building Code adopted in § 8-14.02, including Cal. Gov't Code §§ 17958.11 and Cal. Health and Safety Code § 19957, provides the Building Official and Fire Marshal with the ability to consider other alternative building standards. Therefore, the purpose of this chapter is to amend, expand, establish and clarify alternative building standards for the conversion of existing buildings or structures to accommodate new uses or occupancy for other purposes than what it was originally designed for and still provide reasonable use and safety to the building occupants.

(b) Applicability. Projects that meet the definition and applicable requirements of an adaptive reuse project pursuant to Title 9 Development Code may be permitted to use the alternative building standards of this chapter.

(c) Adaptive Reuse Technical Manual.

1. Although other chapters or sections of the Ontario Municipal Code and the most recently adopted edition of the California Building Standards Code are applicable to new construction or a change of use or occupancy, the use of the Adaptive Reuse Technical Manual, which includes Alternative Building Materials and Methods, may be permitted to provide alternative regulations for adaptive reuse projects that meet the applicability requirement of subsection (b).

2. The Building Official and Fire Marshal shall prepare, maintain, and update, as deemed necessary and appropriate, the Adaptive Reuse Technical Manual and shall include technical information and implementation parameters, alternative compliance for technical infeasibility, as well as other rules, requirements and procedures as the City deems necessary, for implementing the provisions of this chapter.

3. The Building Official and Fire Marshal shall develop, as deemed necessary and appropriate, in cooperation with other City departments and stakeholders, informational bulletins, training manuals and educational materials to assist in the implementation of this chapter.

SECTION 13. Filing of Ordinance. The Building Official shall transmit a copy of this Ordinance for filing to the State of California Building Standards Commission, pursuant to Health and Safety Code Section 17958.7. One copy of the Ontario Building Code shall be placed on file in the Office of the City Clerk and is hereby adopted and made a part of this Chapter as if fully set forth at length herein.

SECTION 14. Repeal of Conflicting Ordinances. Ordinance No. 3148, all former ordinances, or parts thereof conflicting or inconsistent with the provisions of this ordinance, as adopted and amended herein, are hereby repealed.

SECTION 15. Severability. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase added by this Ordinance, or any part thereof, is for any reason held to be unconstitutional or invalid or in effective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more subsections, subdivisions, paragraphs, sentences, clauses or phrases are declared unconstitutional, invalid or ineffective.

SECTION 16. CEQA. The City Council finds that the changes made to the California Building Standards Code are enacted to mitigate threats to public peace, health and safety from earthquakes, high winds and fire. Moreover, the amendments are substantially similar to those provisions previously enacted and contained in the current version of the City's Building Code. Therefore, it can be seen with certainty that the adoption of this Ordinance will not have a significant adverse effect on the environment and is therefore exempt from the California Environmental Quality Act (CEQA) pursuant to section 15061(b)(3) of the CEQA Guidelines. Staff is directed to file a Notice of Exemption within five (5) days of the adopting of this Ordinance.

SECTION 17. The Mayor shall sign this Ordinance and the City Clerk shall certify as to the adoption and shall cause a summary thereof to be published at least once, in a newspaper of general circulation in the City of Ontario, California within fifteen (15) days of the adoption. The City Clerk shall post a certified copy of this ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this 20th day of January 2026.

_____
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 January 20, 2026, 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 January 20, 2026 and that Summaries of the Ordinance were published on _____ and _____, in the Inland Valley Daily Bulletin newspaper.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AMENDING CHAPTER 4 OF TITLE 4 OF THE ONTARIO MUNICIPAL CODE; ADOPTING BY REFERENCE WITH CERTAIN AMENDMENTS, ADDITIONS, DELETIONS, AND CHANGES THERETO, THE 2025 CALIFORNIA FIRE CODE AND THE 2024 INTERNATIONAL FIRE CODE.

WHEREAS, pursuant to Government Code Section 50022.1, *et* seq., the City of Ontario, California ("City") may adopt by reference the 2025 edition of the California Building Standards Code as provided in Title 24 of the California Code of Regulations; and

WHEREAS, California Health and Safety Code Sections 17958.7 and 18941.5 authorize cities to adopt the California Building Standards Code with modifications that are determined to be reasonably necessary because of local climatic, geological, or topographical conditions; and

WHEREAS, prior to making modifications permitted under California Health and Safety Code Sections 17958.7 and 18941.5, the City Council is required to make express findings that such modifications are needed in accordance with California Health and Safety Code Sections 17958.7; and

WHEREAS, the City held a public hearing on December 2, 2025, at which time all interested persons had the opportunity to appear and be heard on the matter of adopting the Codes as amended herein. At the hearing the City Council took action to set a public hearing for January 20, 2026, for an Ordinance to adopt by reference the 2024 International Fire Code and the 2025 California Building and Fire Codes; and

WHEREAS, the City held a public hearing on January 20, 2026, at which time all interested persons had the opportunity to appear and be heard on the matter of adopting the Codes as amended herein; and

WHEREAS, the City published notice of the aforementioned public hearing pursuant to California Government Code Section 6066 on January 20, 2026; and

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

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. The City Council hereby finds that the following proposed amendments to the 2025 California Fire Code and the 2024 International Fire Code are:

(a) necessary because of local climatic, geological, or topographical conditions,

(b) are of an administrative or procedural nature, and/or do not modify building standards and are reasonably necessary to safeguard life and property within the City,

(c) are substantially equivalent to changes or modifications enacted by the City of Ontario, and which were previously filed with the California Building Standards Commission and in effect as of September 30, 2025; and

(d) relate to home hardening.

Amendment	Applicable Findings from Listing Below
Sections 102.7, 103.1, 103.2, 104.1, 104.1.1, 104.2.2.4, 104.8, 104.8.1, 104.10, 104.11.2,113.4, 114,	D-1, D-2
Section 305.2	A-1, B-1, B-2, C-1, C-2, C-3, D-2
Sections 503.2.1,503.2.3, 503.4, 503.4.2,	D-2
Sections 506.1, 507.5.1, 507.5.1.2	A-1, B-1, B-2, C-1, C-2, C -3
Sections 5704.2.9.6.1, 5706.2.4.4, 5806.2, 6104.2	D-2
Sections 903.3.1.3, 903.4.2.1	D-2
Sections 2808.1, 2808.3, 2808.4, 2808.5, 2808.10	C-1, C-2, C-3 & C-4
Appendix B Section B105.2	A-1, B-2, B-3, B-4 & B-5

A. Local Geological Conditions.

A-1. The City of Ontario is subject to moderately strong to severe shaking and surface ruptures resulting from five earthquake faults located within or near the City. These local earthquake faults have the potential to cause severe personal and property damage and fire hazards. Moreover, there is also a potential for damage to roadways, water supplies, and the impairment of access allowing fire equipment to respond to emergencies in the event of a severe earthquake.

A-2. Adverse geological conditions exist in portions of the City that may cause excessive flooding. Flood control facilities are not adequate to handle the water flow that occurs during major storms or prolonged rains. Some of the streets in the City are actually designed and used for flood control purposes, thus making the fire and emergency access difficult during flood conditions. As a consequence, many of the streets within the City are impaired during such flood conditions and such flooding causes physical damage to the streets and the accumulation of debris, all of which hinder access to fire equipment for the purposes of responding to fire and other emergencies.

B. Local Topographical Conditions.

B-1. The topography of the City of Ontario is generally that of a gently sloping inclined plane that slopes in a southerly direction from an elevation of 1,190 feet to an elevation of 730 feet at the southern boundary of the City resulting in several water pressure zones to serve the City. The elevation changes caused by the mountains and hills creates the geological foundation upon which the City is built and will continue to build.

B-2. Located within the City are three major interstate freeways and a major state highway that provide for limited under crossing access points to traverse the City. These highways also restrict the ability of the water supply grid to provide water from multiple points to all areas of the City and necessitates the use of dead- end water mains to many areas adjacent to highways.

B-3. The City is bisected from east to west by two very active railroad main route tracks used by the Southern Pacific and Union Pacific Railroads. These lines are used for both commuter and large freight transport trains, including the transporting of large quantities of hazardous materials. Limited under-crossings and overcrossings exist within the City for uninterrupted emergency vehicle passage. Moreover, emergency vehicles are routinely delayed at grade crossings until passenger trains or passing freight trains clear the grade crossings.

B-4. Two large petroleum product pipelines bisect the City along the Southern Pacific Railroad right-of-way. The pipelines are used to transport large quantities of gasoline, diesel fuel, and jet fuels under high pressures. Another petroleum pipeline intersects the City along the east side en-route to the Etiwanda electrical generating station north and east of the City. While generally underground, these pipelines pass overhead at several overpasses located over main thoroughfares in the City. Damage to these pipelines during seismic events poses the dual potential of creating a time emergency and at the same time restricting emergency vehicle access within the City.

B-5. Two large, high pressure, natural gas transmission pipelines traverse the easterly part of the City, along the 1-15 Freeway and on the west side along Benson Avenue. These 36" transmission mains transport natural gas at pressures exceeding 500 psi and pass through developed residential and industrial areas. These transmission pipelines also intersect the previously mentioned petroleum pipelines. Interruption of these pipelines due to flooding or seismic events is possible and would result in reduced resources to protect the balance of the City.

B-6. A large commercial airport is located within the central portion of the City providing limited emergency vehicle access from the north to the south- central portions of the City. A majority of the City is located within the approach and/or departure paths of large commercial aircraft exposing a large part of the City to potential aircraft related emergencies. Moreover, Santa Ana Winds frequently require the flight paths of arriving and departing aircraft to be reversed.

C. Local Climatic Conditions.

C-1. The City is subject to extremely strong winds, commonly referred to as "Santa Ana Winds," which can reach speeds in excess of 80 miles per hour and approach the basin from the desert via the Devore Pass. Extensive damage often occurs during such winds, including downed electric wires, downed utility and light poles, fallen trees, blowing debris, sand, and dust. Blowing dust experienced during these winds has reduced visibility near zero and impacted the response times of emergency vehicles.

C-2. During the summer months, the Santa Ana Winds produce a period of extremely low humidity causing an increase in the threat of fire from dry vegetation and other common fuels. These conditions have, in the past, resulted in vegetation and structure fires.

C-3. The City experiences summer temperatures in excess of 100 degrees Fahrenheit. When coupled with severe Santa Ana Winds these conditions can cause a fire to spread quickly throughout portions of the City.

C-4. Weather conditions, coupled with flammable vegetation in bordering cities results in numerous wildland rims, which draw existing fire fighting forces from their structure protection duties for extended periods of time. This results in increased response times to structure fires when fire department personnel and equipment are committed to nonstructural fire protection activities.

D. Administrative/Procedural/Public Safety Amendments.

D-1. This amendment is necessary for administrative or procedural clarification and to establish administrative standards for the effective enforcement or the building standards of the City of Ontario and does not modify a building standard pursuant to California Health & Safety Code sections 17958, 17958.7, and/or 18941.5.

D-2. This amendment does not modify a building standard pursuant to California Health and Safety Code sections 17958, 17958.7, and/or 18941.5 and is reasonably necessary to safeguard life and property within the City of Ontario.

SECTION 2. Chapter 4 of Title 4 of the Ontario Municipal Code is hereby rewritten in its entirety to read as follows:

Chapter 4: Fire Code

Sections:

4-4.01 Adoption of California Fire Code and the International Fire Code
4-4.02 Amendments to the California Fire Code (CFC) and International Fire Code (IFC)
4-4.03 Amendment: Referenced codes and standards
4-4.04 Amendment: Code Compliance Agency
4-4.05 Amendment: Appointment
4-4.06 Adopted by Reference: General
4-4.07 Added: Citations

4-4.08 Adopted by Reference: Determination of compliance
4-4.09 Adopted by Reference: Listed compliance
4-4.10 Adopted by Reference: Technical assistance
4-4.11 Adopted by Reference: Cost
4-4.12 Adopted by Reference: Preparer qualifications
4-4.13 Adopted by Reference: Content
4-4.14 Adopted by Reference: Tests
4-4.15 Adopted by Reference: Approval authority
4-4.16 Adopted by Reference: Modifications
4-4.17 Adopted by Reference: Applications and permits
4-4.18 Adopted by Reference: Right of entry
4-4.19 Adopted by Reference: Warrant
4.4.20 Amendment: Liability and legal defense
4-4.21 Adopted by Reference: Approved materials and equipment
4-4.22 Amendment: Fire Investigations
4-4.23 Adopted by Reference: Assistance from other agencies
4-4.24 Adopted by Reference: Fire authority at fires and other emergencies
4-4.25 Amendment: Obstructing operations
4-4.26 Amendment: Cost recovery
4-4.27 Adopted by Reference: Time limitation of application
4-4.28 Adopted by Reference: Extensions
4-4.29 Adopted by Reference: Hazardous materials
4-4.30 Adopted by Reference: Open burning
4-4.31 Addition: Pallets
4-4.32 Adopted by Reference: Automatic sprinkler systems
4-4.33 Adopted by Reference: Private fire hydrants
4-4.34 Adopted by Reference: Smoke control or smoke exhaust systems
4-4.35 Adopted by Reference: Special event structure
4-4.36 Adopted by Reference: Spraying or dipping
4-4.37 Adopted by Reference: Standpipe systems
4-4.38 Adopted by Reference: Temporary membrane structures and tents
4-4.39 Adopted by Reference: Construction documents
4-4.40 Addition: Expedited or after-hour plan review and inspection request
4-4.41 Adopted by Reference: Work commencing before permit issuance
4-4.42 Adopted by Reference: Maintenance
4-4.43 Adopted by Reference: Service utilities
4-4.44 Amendment: Board of Appeals
4-4.45 Adopted by Reference: Violations
4-4.46 Amendment: Violation penalties
4-4.47 Amendment: Failure to comply
4-4.48 Adopted by Reference: Ignition sources
4-4.49 Amendment: Hot ashes and spontaneous ignition sources
4-4.50 Adopted by Reference and Amendment: Open burning, recreational fires and portable outdoor fireplaces
4-4.51 Adopted by Reference: Vacant premises
4-4.52 Reserved
4-4.53 Adopted by Reference: Fire apparatus access roads
4-4.54 Amendment: Dimensions

4-4.55 Amendment: Surface
4-4.56 Amendment: Obstruction of fire apparatus access roads
4-4.57 Added: Emergency fire lane
4-4.58 Amendment: Where required
4-4.59 Amendment: Required water supply
4-4.60 Added: Two points of connection
4-4.61 Adopted by Reference: Emergency responder communications enhancement system in existing buildings
4.4-62 Amendment: NFPA 13D sprinkler systems
4-4.63 Addition: Remote annunciation
4-4.64 Adopted by Reference: Monitoring
4-4.65 Adopted by Reference: Emergency responder communications enhancement in existing buildings
4-4.66 Amendment: General
4-4.67 Amendment: Size of piles
4-4.68 Amendment: Combustible waste
4-4.69 Amendment: Emergency plan
4-4.70 Amendment: Appendix B Table B105.2 – Required Fire Flow for Buildings other than one- and two-family dwellings, Group R-3 and R-4 buildings and townhomes
4-4.71 Amendment: Establishment of the limits of districts in which storage of flammable or combustible Class I and Class II liquids in outside unprotected aboveground tanks is prohibited
4-4.72 Amendment: Establishment of the limits of districts in which stationary containers of flammable cryogenic fluids are prohibited
4-4.73 Amendment: Establishment of the limits in which storage of liquefied petroleum gases is restricted for the protection of heavily populated or congested areas
4-4.74 Administrative fine

Section 4-4.01. Adoption of the California Fire Code and the International Fire Code.

The City Council of the City of Ontario hereby adopts by reference with certain amendments, additions, deletions and exceptions, the 2025 California Fire Code with errata, incorporating therein the 2024 International Fire Code, also referred to as Part 9 of Title 24 of the California Code of Regulations, including the following sections in the CFC (not adopted by the state agency): 103.1, 103.2, 104.1, 104.1.1, 104.2, 104.2.1, 104.2.2, 104.2.2.1, 104.2.2.2, 104.2.2.3, 104.2.2.4, 104.2.3.1, 104.2.4, 104.4, 104.4.1, 104.9, 104.10, 104.10.1, 104.11, 104.11.2, 104.12, 105.2.3, 105.3.2, 105.5.22, 105.5.36, 105.5.60, 105.6.2, 106 in its entirety, 108.2.1, 108.4, 110 in its entirety, 111.1, 112.1, 113 in its entirety, 305 in its entirety, 307.1, 311, 503 in its entirety, 506.1, 507.5.1.2, 510.2, 903.4.2.1, 904.3.5, 1103.2, Appendices B, C, D, E, F, G, M, N, and P , as published by the International Code Council and adopted by the California State Building Standards Commission, (hereinafter also "this Code", “Fire Code,” “CFC”, or the "Ontario Fire Code",) for the purpose of prescribing regulations governing conditions hazardous to life and property from fire, hazardous materials or explosion.

Section 4-4.02. Amendments to the 2025 California Fire Code (CFC) and 2024 International Fire Code (IFC).

1. Designated portions of the 2025 California Fire Code (CFC) and 2024 International Fire Code (IFC) are amended, added and changed as set forth in §§ 4-4.04 through 4-4.74.

Section 4-4.03. Amendment: Referenced codes and standards.

Section 102.7 of the CFC is amended to read as follows:

1. "102.7 Referenced codes and standards. The codes and standards referenced in this code shall be those that are listed in Chapter 80, and such codes and standards shall be considered to be part of the requirements of this Code to the prescribed extent of each such reference and as further regulated by Sections 102.7.1 and 102.7.2. The Fire Chief also herby authorizes the use of the Ontario Fire Department Fire Protection Standards for the purposes of interpreting and clarifying requirements of this Code and its referenced codes and standards."

Section 4-4.04. Amendment: Code Compliance Agency.

Section 103.1 of the CFC is amended to read as follows:

1. “103.1 Creation of agency. The Code as adopted and amended herein shall be enforced by the Fire Marshal of the Bureau of Fire Prevention of the Fire Department of the City of Ontario who shall be known as the fire code official and the Bureau shall operate under the supervision of the Chief of the Fire Department.”

Section 4-4.05. Amendment: Appointment.

Section 103.2 of the CFC is amended to read as follows:

1. “103.2 Appointment. The Fire Marshal shall be responsible for operating the Bureau of Fire Prevention and shall be appointed by the Fire Chief on the basis of examination to determine his or her qualifications.”

Section 4-4.06. Adopted by Reference: General.

Section 104.1 of the CFC is adopted by reference and reads as follows:

1. “104.1 General. The fire code official is hereby authorized to enforce the provisions of this code.”

Section 4-4.07. Added: Citations.

Section 104.1.1 is added to the CFC to read as follows:

1. “104.1.1. Citations. The fire code official and his or her designee are authorized to issue a citation to persons operating or maintaining an occupancy, premises, or vehicle subject to this Code who allow a hazard to exist or fail to take immediate action to abate a hazard on such occupancy, premises or vehicle when ordered or notified to do so.”

Section 4-4.08. Adopted by Reference: Determination of compliance.

Section 104.2 of the CFC is adopted by reference and reads as follows:

1. “104.2 Determination of compliance. The fire code official shall have the authority to determine compliance with this code, to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures:

1. Shall be in compliance with the intent and purpose of this code.
2. Shall not have the effect of waiving requirements specifically provided for in this code.”

Section 4-4.9. Adopted by Reference: Listed compliance.

Section 104.2.1 of the CFC is adopted by reference and reads as follows:

1. “104.2.1 Listed compliance. Where this code or a referenced standard requires equipment, materials, products or services to be listed and a listing standard is specified, the listing shall be based on the specified standard. Where a listing standard is not specified, the listing shall be based on an approved listing criteria. Listings shall be germane to the provision requiring the listing. Installation shall be in accordance with the listing and the manufacturer’s instructions, and where required to verify compliance, the listing standard and manufacturer’s instructions shall be made available to the fire code official.”

Section 4-4.10. Adopted by Reference: Technical assistance.

Section 104.2.2 of the CFC is adopted by reference and reads as follows:

1. “104.2.2 Technical assistance. To determine compliance with this code, the fire code official is authorized to require the owner or owner’s authorized agent to provide a technical opinion and report.”

Section 4-4.11. Adopted by Reference: Cost.

Section 104.2.2.1 of the CFC is adopted by reference and reads as follows:

1. “104.2.2.1 Cost. A technical opinion and report shall be provided without charge to the jurisdiction.”

Section 4-4.12. Adopted by Reference: Preparer qualifications.

Section 104.2.2.2 of the CFC is adopted by reference and reads as follows:

1. “104.2.2.2 Preparer qualifications. The technical opinion and report shall be prepared by a qualified engineer, specialist, laboratory or fire safety specialty organization acceptable to the fire code official. The fire code official is authorized to require design submittals to be prepared by, and bear the stamp of, a registered design professional.”

Section 4-4.13. Adopted by Reference: Content.

Section 104.2.2.3 of the CFC is adopted by reference and reads as follows:

1. “104.2.2.3 Content. The technical opinion and report shall analyze the properties of the design, operation or use of the building or premises and the facilities

and appurtenances situated thereon to identify and propose necessary recommendations."

Section 4-4.14. Adopted by Reference: Tests.

Section 104.2.2.4 of the CFC is adopted by reference and reads as follows:

1. "104.2.2.4 Tests. Where there is insufficient evidence of compliance with the provisions of this code, the fire code official shall have the authority to require tests as evidence of compliance. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized test standards, the fire code official shall approve the testing procedures. Such tests shall be performed by a party acceptable to the fire code official."

Section 4-4.15. Adopted by Reference: Approval authority.

Section 104.2.3.1 of the CFC is adopted by reference and reads as follows:

1. "104.2.3.1 Approval authority. An alternative material, design or method of construction shall be approved where the fire code official finds that the proposed alternative is satisfactory and complies with Sections 104.2.3.2 through 104.2.3.7, as applicable."

Section 4-4.16. Adopted by Reference: Modifications.

Section 104.2.4 of the CFC is adopted by reference and reads as follows:

1. "104.2.4 Modifications. Where there are practical difficulties involved in carrying out the provisions of this code, the fire code official shall have the authority to grant modifications in accordance with Section 104.2.4.1 or 104.2.4.2."

Section 4-4.17. Adopted by Reference: Applications and permits.

Section 104.3 of the CFC is adopted by reference and reads as follows:

1. "104.3. Applications and permits. The fire code official is authorized to receive applications, review construction documents and issue permits for construction regulated by this code, issue permits for operations regulated by this code, inspect the premises for which such permits have been issued and enforce compliance with the provisions of this code."

Section 4-4.18. Adopted by Reference: Right of entry.

Section 104.4 of the CFC is adopted by reference and reads as follows:

1. "104.4 Right of entry. Where it is necessary to make an inspection to enforce the provisions of this code, or where the fire code official has reasonable cause to believe that there exists in a structure or on any premises a condition that is contrary to or in violation of this code that makes the structure or premises unsafe, dangerous or hazardous, the fire code official is authorized to enter the structure or premises at all reasonable times to inspect or to perform the duties imposed on the fire code official by this code. If such structure or premises is occupied, the fire code official shall present credentials to the occupant and request entry. If such structure or premises is unoccupied, the fire code official shall first make a reasonable effort to locate the owner, the owner's authorized agent or other person having charge or control of the structure or premises

and request entry. If entry is refused, the fire code official shall have recourse to every remedy provided by law to secure entry."

Section 4-4.19. Adopted by Reference: Warrant.

Section 104.4.1 of the CFC is adopted by reference and reads as follows:

1. "104.4.1 Warrant. Where the fire code official has first obtained a proper inspection warrant or other remedy provided by law to secure entry, an owner, the owner's authorized agent, occupant or person having charge, care or control of the structure or premises shall not fail or neglect, after a proper request is made as herein provided, to permit entry therein by the fire code official for the purposes of inspection and examination pursuant to this code."

Section 4-4.20. Amendment: Liability and legal defense.

Section 104.8 and 104.8.1 of the CFC is amended to read as follows:

1. "104.8 Liability and legal defense. The Fire Chief and other individuals charged by the Fire Chief with the enforcement of this Code or any other official duties, acting in good faith and without malice in the discharge of their duties, shall not thereby be rendered personally liable for any damage that may accrue to persons or property as a result of any act or by reason of any act or omission in the discharge of their duties. Any suit brought against the Fire Chief or such individuals because of such act or omission performed in the enforcement of any provision of such Code or other pertinent laws or ordinances implemented through the enforcement of this Code or enforced by the code enforcement agency shall be defended by the City of Ontario until final termination of such proceedings, and any judgment resulting there from shall be assumed by the City subject to the provisions of Government Code Section 825."

Section 4-4.21. Adopted by Reference: Approved materials and equipment.

Section 104.9 of the CFC is adopted by reference and reads as follows:

1. "104.9 Approved materials and equipment. Materials, equipment and devices approved by the fire code official shall be constructed and installed in accordance with such approval."

Section 4-4.22. Amendment: Fire Investigations.

Section 104.10 of the CFC is amended to read as follows:

1. "104.10 Fire Investigations. The fire code official, the fire department or other responsible authority shall have the authority to investigate the cause, origin and circumstances of any fire, explosion or other hazardous condition. Information that could be related to trade secrets or processes shall not be made part of the public record, except as directed by a court of law. Fire Investigators shall have the powers of a police officer in performing their duties under this code."

Section 4-4.23. Adopted by Reference: Assistance from other agencies.

Section 104.10.1 of the CFC is adopted by reference and reads as follows:

1. "104.10.1 Assistance from other agencies. The fire code official, the fire department or other responsible authority shall have the authority to investigate the

cause, origin and circumstances of any fire, explosion or other hazardous condition. Information that could be related to trade secrets or processes shall not be made part of the public record, except as directed by a court of law."

Section 4-4.24. Adopted by Reference: Fire authority at fires and other emergencies.

Section 104.11 of the CFC is adopted by reference and reads as follows:

1. "104.11 Fire authority at fires and other emergencies. The Fire Chief or officer of the fire department in charge at the scene of a fire or other emergency involving the protection of life or any part thereof, shall have the authority to direct such operation as necessary to extinguish or control any fire, perform any rescue operation, investigate the existence of suspected or reported fires, gas leaks or other hazardous conditions or situations, or take any other action necessary in the reasonable performance of duty. In the exercise of such power, the fire chief is authorized to prohibit any person, vehicle, vessel or thing from approaching the scene, and is authorized to remove, or cause to be removed or kept away from the scene, any vehicle, vessel or thing that could impede or interfere with the operations of the fire department and, in the judgment of the fire chief, any person not actually and usefully employed in the extinguishing of such fire or in the preservation of property in the vicinity thereof."

Section 4-4.25. Amendment: Obstructing operations.

Section 104.11.2 of the CFC is amended to read as follows:

1. "104.11.2 Obstructing operations. The Fire Chief or officer of the fire department in charge at the scene of an emergency is authorized to place ropes, guards, barricades or other obstructions across any street, alley, place or private property in the vicinity of such operation so as to prevent accidents or interference with the lawful efforts of the fire department to manage and control the situation and to handle fire apparatus."

Section 4-4.26. Amendment: Cost recovery.

Section 104.12 of the CFC is amended to read as follows:

1. "104.12 Cost recovery. To the extent consistent with state law, the City may obtain reimbursement as follows:

(a) Expense for responding to and securing an emergency.

(1) Fire suppression, investigation and rescue or emergency medical costs shall be recoverable in accordance with Health and Safety Code Sections 13009 and 13009.1.

(i) The date, time and place of the hearing to be held on the claim for reimbursement with a statement describing the rights of the person or entity charged and the procedures for presenting evidence at said hearing; and

(ii) The Fire Chief's account of the sum claimed to be due.

(2) Any person or entity who negligently or intentionally, or in violation of law, causes an emergency response, including but not limited to, a traffic accident or spill of toxic or flammable fluids or chemicals, is liable for the costs of responding, securing and investigating such emergency, including those costs set out in

Health and Safety Code Section 13009 et seq. and Government Code Section 53150 et seq. Any expense incurred by the Fire Department for responding to, securing, or investigating such an emergency situation shall constitute a debt of the person or entity responsible and shall be subject to collection by the City in the same manner as an obligation under contract, expressed or implied.

(3) The expense of responding to, securing and investigating any emergency or hazard which is the result of a violation of this Code or any other code, ordinance or state law, or any damages caused by malicious mischief requiring any corrective or preventive actions by the Fire Department shall be a charge against the person(s) or entity whose violation caused the emergency and/or damage. Damages caused by such emergency or action may constitute a debt of such person(s) or entity responsible and shall be collectible as provided below:

(i) Liability for hazardous activities and conditions. The Fire Chief may also impose the reasonable cost of fire prevention, fire suppression, incident investigation and protection of the public from other safety hazards when a fire or hazardous condition results from any of the following activities or conditions:

(A) The manufacture, transportation, storage, handling, of spilling, of hazardous chemicals, flammable or combustible liquids, explosives, or blasting agents as defined in this Code.

(B) The failure to correct a hazardous condition for which a "Notice of Violation," or equivalent notice, has been previously given by the Fire Chief.

(C) The use of welding equipment, cutting torches, tar pot, or other open flame devices.

(D) Permitting or causing the accumulation of hazardous or flammable materials on property.

(E) Setting of a fire or allowing a fire to be set in violation of any code, ordinance, law or regulation.

(F) The possession of, or causing illegal fireworks, explosive devices or destructive devices to ignite, explode or detonate.

(G) Creating, allowing, or maintaining a hazard as stated in CFC Section 113.2.

(ii) Determination of costs. Whenever the Fire Chief determines that the fire department or other public agency has incurred costs for fire suppression, fire prevention, or protection of the public from a fire or other hazardous condition that results from the activities or conditions described in subsection (a), the Fire Chief shall:

(A) Calculate the costs incurred;

(B) Identify the person(s) or entity to be charged for those costs; and

(C) Send a report with this information to the City Clerk.

(iii) Method of calculation. In determining costs to be charged a responsible person or entity, the Fire Chief shall include all necessary expenditures to correct the hazardous condition or extinguish the fire, including, but not limited to the following:

(A) The cost of personnel;

(B) The cost of extinguishing agents;

(C) The reasonable value of the use of City equipment;

(D) The cost incurred for the use of any private contractors to mitigate or remove the hazard or condition; and

(E) Any and all administrative costs incurred pursuant to the fee schedule as set by resolution duly adopted by the City Council.

(iv) Reimbursement hearing. The City shall, there upon, set the report and account received by the Fire Chief for hearing before the City Council at a regular or adjourned regular meeting to be held at least fourteen (14) calendar days after the date the City mails the notice to the responsible person(s) or entity. The City shall send by regular mail a notice of said hearing to the person or entity to be charged at the person's or entity's address as shown on the latest equalized tax assessor's roll, or as otherwise known to the City.

(v) Notice to person charged. The notice sent by the City to the responsible person(s) or entity shall contain:

(A) The name of the person(s) or entity sought to be charged;

(B) The location, date and time of the incident upon which the claim for reimbursement is based;

(C) The amount of, and the basis upon which the claim for reimbursement is made.

(vi) Procedure for hearing before the City Council. At the hearing on the Fire Chief's accounting of the costs and other evidence upon which reimbursement is sought, the City Council shall hear and consider evidence by the person or entity against which reimbursement is sought. The City Council shall thereafter confirm or disallow the account, all or in part, and set forth in a resolution the amount of the account confirmed, if any. Thereafter, any amount confirmed by resolution of the City Council shall become a debt owing to the City of Ontario and shall be collectible by the City in the same manner as in the case of an obligation under contract expressed or implied.

(b) Service fees.

(1) Permit fees. Any person, establishment, business, occupancy, or process requiring any permit or utilizing any special service or activity performed by or under the direction of the Fire Department shall compensate the City for the cost of such service or activity, in accordance with the adopted fee and charge schedule and any departmental policy.

(2) Service fee refunds. The Fire Chief is authorized to refund any fee paid hereunder which is determined to be erroneously paid or collected.

(i) The Fire Chief is authorized to refund eighty percent (80%) of the service fee paid when the permittee has performed no work nor commenced an operation for which a permit was issued in accordance with this chapter.

(ii) The Fire Chief is authorized to refund eighty percent (80%) of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review is completed.

(iii) The Fire Chief shall not authorize the refund of any fee paid except upon written application filed by the original permittee not later than one hundred eighty (180) days after the date the fee was paid. Such written application shall state the reasons for the refund request and be accompanied with a receipt of payment.

Section 4-4.27. Adopted by Reference: Time limitation of application.

Section 105.2.3 of the CFC is adopted by reference and reads as follows:

1. "105.2.3 Time limitation of application. An application for a permit for any proposed work or operation shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been diligently prosecuted or a permit shall have been issued; except that the fire code official is authorized to grant one or more extensions of time for additional periods not exceeding 90 days each. The extension shall be requested in writing and justifiable cause demonstrated."

Section 4-4.28. Adopted by Reference: Extensions.

Section 105.3.2 of the CFC is adopted by reference and reads as follows:

1. "105.3.2 Extensions. A permittee holding an unexpired permit shall have the right to apply for an extension of the time within which the permittee will commence work under that permit where work is unable to be commenced within the time required by this section for good and satisfactory reasons. The fire code official is authorized to grant, in writing, one or more extensions of the time period of a permit for periods of not more than 180 days each. Such extensions shall be requested by the permit holder in writing and justifiable cause demonstrated."

Section 4-4.29. Adopted by Reference: Hazardous materials.

Section 105.5.22 of the CFC is adopted by reference and reads as follows:

1. "105.5.22 Hazardous materials. An operational permit is required to store, transport on site, dispense, use or handle hazardous materials in excess of the amounts listed in Table 105.5.22.

Section 4-4.30. Adopted by Reference: Open burning.

Section 105.5.36 of the CFC is adopted by reference and reads as follows:

1. "105.5.36 Open burning. An operational permit is required for the kindling or maintaining of an open fire or a fire on any public street, alley, road, or other public or private ground. Instructions and stipulations of the permit shall be complied with.

Exception: Recreational fires."

Section. 4-4.31. Addition: Pallets.

Section 105.5.60 is added to the CFC to read as follows:

1. "105.5.60 Pallets. An operational permit is required for idle storage, handling, repair or manufacturing of combustible pallets in excess of one thousand (1,000) units at any one site."

Section. 4-4.32. Adopted by Reference: Automatic sprinkler systems.

Section 105.6.2 of the CFC is adopted by reference and reads as follows:

1. "105.6.2 Automatic sprinkler systems. A construction permit is required for installation of or modification to an automatic sprinkler system. Maintenance performed in accordance with this code is not considered to be a modification and does not require a permit."

Section 4-4.33. Adopted by Reference: Private fire hydrants.

Section 105.6.19 of the CFC is amended and reads as follows:

1. "105.6.19 Private fire hydrants. A construction permit is required for the installation or modification of private fire hydrants. Maintenance performed in accordance with this code is not considered to be a modification and does not require a permit."

Section 4-4.34. Adopted by Reference: Smoke control or smoke exhaust systems.

Section 105.6.20 of the CFC is adopted by reference and reads as follows:

1. "105.6.20 Smoke control or smoke exhaust systems. Construction permits are required for installation of or alteration to smoke control or smoke exhaust systems. Maintenance performed in accordance with this code is not considered to be an alteration and does not require a permit."

Section 4-4.35. Adopted by Reference: Special event structure.

Section 105.6.22 of the CFC is adopted by reference and reads as follows:

1. "105.6.22 Special event structure. A single construction permit is required to erect and take down a temporary special event structure in accordance with Section 105.5.51."

Section 4-4.36. Adopted by Reference: Spraying or dipping.

Section 105.6.23 of the CFC is adopted by reference and reads as follows:

1. "105.6.23 Spraying or dipping. A construction permit is required to install or modify a spray room, dip tank or booth. Maintenance performed in accordance with this code is not considered to be a modification and does not require a permit.

Section 4-4.37. Adopted by Reference: Standpipe systems.

Section 105.6.24 of the CFC is adopted by reference and reads as follows:

1. "105.6.24 Standpipe systems. A construction permit is required for the installation, modification or removal from service of a standpipe system. Maintenance performed in accordance with this code is not considered to be a modification and does not require a permit."

Section 4-4.38. Adopted by Reference: Temporary membrane structures and tents.

Section 105.6.25 of the CFC is adopted by reference and reads as follows:

1. "105.6.25 Temporary membrane structures and tents. A construction permit is required to erect an air-supported temporary membrane structure, a temporary special event structure or a tent in accordance with Section 105.5.51."

Section 4-4.39. Adopted by Reference: Construction documents.

Section 106 of the CFC is adopted by reference in its entirety.

Section 4-4.40. Addition: Expedited or after-hour plan review and inspection request.

Section 108.2.1 is added to the CFC to read as follows:

1. "108.2.1 Expedited or after-hour plan review and inspection requests. At the discretion of the Fire Marshal, the Fire Prevention Bureau may make an emergency inspection, complete plan review, or perform inspection services during other than normal working hours upon the request of the applicant and subject to availability. The charge for expedited or after-hour plan review and inspection services shall be set by fee resolution of the City Council. Such service for each hour or any portion thereof, shall be in addition to any other fees that may have been paid or are due. Service for plan review requests require a minimum of one hour service charge, and inspection requests require a minimum two-hour service charge. "

Section 4-4.41. Adopted by Reference: Work commencing before permit issuance.

Section 108.4 of the CFC is adopted by reference and reads as follows:

1. "Section 108.4 Work commencing before permit issuance. A person who commences any work, activity or operation regulated by this code before obtaining the necessary permits shall be subject to a fee established by the applicable governing authority, which shall be in addition to the required permit fees."

Section 4-4.42. Adopted by Reference: Maintenance.

Section 110 of the CFC is adopted by reference in its entirety.

Section 4-4.43. Adopted by Reference: Service utilities.

Section 111.1 of the CFC is adopted by reference and reads as follows:

1. "111.1 Service utilities. The fire code official shall have the authority to authorize disconnection of utility service to the building, structure or system in order to safely execute emergency operations or to eliminate an immediate hazard. The fire code official shall notify the serving utility and, where possible, the owner or the owner's authorized agent and the occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnection, then the owner, the owner's authorized agent or occupant of the building, structure or service system shall be notified in writing as soon as practical thereafter."

Section 4-4.44. Amendment: Board of Appeals.

Section 112.1 of the CFC is amended to read as follows:

1. "112.1 Board of Appeals. The City Council of the City of Ontario may hear and decide appeals of orders, decisions or determinations made by the fire code official relative to the application and interpretation of this code, pursuant to Chapter 4 of Title 1 of the City of Ontario Municipal Code. An application for appeal shall be submitted in writing, in a timely manner, and shall be based on a claim that the intent of this code or the rules, standards and interpretations adopted hereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equivalent method of protection or safety is proposed. The Council shall have no authority to waive requirements of this Code. The City Council shall set the matter for hearing and shall give written notice to the appellant. The fire code official shall act as staff in advising the City Council during such hearing. A written copy of the decision shall be mailed to the concerned parties after the conclusion of such proceedings."

Section 4-4.45. Adopted by Reference: Violations

Section 113 is added to the CFC in its entirety with amendments.

Section 4-4.46. Amendment: Violation penalties.

Section113.4 of the CFC is amended to read as follows:

1. "113.4 Violation penalties. Any person who violates any provision of the Fire Code as adopted and amended herein or fails to comply therewith, or who violates or fails to comply with any order made thereunder, or who builds in violation of any detailed statement of specifications or plans submitted and approved thereunder, or any certificate or permit issued thereunder, and from which no appeal has been taken, or who fails to comply with such an order as affirmed or modified by the Board of Appeals or by a court of competent jurisdiction, within the required time, shall severally for each and every such violation and noncompliance, respectively, be guilty of an infraction or a misdemeanor, punishable as set forth in Chapter 2 of Title 1 of the Ontario Municipal Code. The imposition of one penalty for any violation shall not excuse the violation or permit it to continue; and all such persons shall be required to correct or remedy such violations or defects within a reasonable time; and when not otherwise specified, each day that a prohibited condition is maintained shall constitute a separate offense. The application of this penalty shall not be held to prevent the enforced removal of prohibited conditions."

Section 4-4.47. Amendment: Failure to comply.

Section 114.4 of the CFC is amended to read as follows:

1. "114.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except that work as that person is directed to perform to remove a violation or unsafe condition, shall be guilty of a misdemeanor, punishable as set forth in Chapter 2 of Title 1 of the Ontario Municipal Code. Each day that any work is done under a stop work order shall constitute a separate offense."

Section. 4-4.48. Adopted by Reference: Ignition sources.

Section 305 is added to the CFC in its entirety, with the following amendment to Section 305.2 of the CFC as described in Section 4-4.49.

Section 4-4.49. Amendment: Hot ashes and spontaneous ignition sources.

Section 305.2 of the CFC is amended to read as follows:

1. "305.2 Hot ashes and spontaneous ignition sources. hot ashes, cinders or smoldering coals kept indoors shall be on a non-combustible surface, under a listed minimum Type II ventilation hood that meets the currently adopted California Mechanical Code requirements. Disposal of hot ashes, cinders, smoldering coals or greasy or oily materials subject to spontaneous ignition shall be deposited in a covered, noncombustible receptacle and placed on a noncombustible floor, ground surface or stand a minimum of 10 feet from any structure or vehicle."

Section 4-4.50. Adopted by Reference and Amendment: Open burning, recreational fires and portable outdoor fireplaces.

Section 307.1 of the CFC is adopted in its entirety, with the following amendment to Section 307.1 of the CFC as follows:

1. "307.1 General. A person shall not kindle or maintain or authorize to be kindled or maintained any open burning unless conducted and approved in accordance with Sections 307.1.1 through 307.5."

Section 4-4.51. Adopted by Reference: Vacant premises.

Section 311 of the CFC is adopted by reference in its entirety.

Section 4-4.52. Reserved.

Section 4-4.53. Adopted by reference: Fire apparatus access roads.

Section 503 is added to the CFC in its entirety.

Section 4-4.54. Amendment: Dimensions.

Section 503.2.1 of the CFC is amended to read as follows:

1. "503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 24 feet, exclusive of shoulders or curbs, except for

approved security gates in accordance with section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches. Where a fire hydrant or fire hydrants are located on a fire apparatus access road, the access road shall be at least 26 feet in width. Where fire apparatus access roads are in the immediate vicinity of buildings greater than 30 feet in height, access shall be at least 26 feet in width."

Section 4-4.55. Amendment: Surface.

Section 503.2.3 of the CFC is amended to read as follows:

1. "503.2.3 Surface. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus of weighing not less than 75,000 pounds. Roads shall be engineered and surfaced so as to provide all-weather driving capabilities.

Section 4-4.56. Amendment: Obstruction of fire apparatus access roads.

Section 503.4 of the CFC is amended to read as follows:

1. "503.4 Obstruction of fire apparatus access roads. The required width of a fire apparatus access road shall not be obstructed in any manner, including parking of vehicles. Access roads, private roadways and public roadways shall be provided and maintained in a passable condition at all times. Any obstruction or impediment to reasonable access may be removed by any public safety agency with the expense of such removal to be borne by the owner of the roadway, or in the case of an obstructing vehicle or object, by the owner of said vehicle or object."

Section 4-4.57. Added: Emergency fire lane.

Section 503.4.2 is added to the CFC to read as follows:

1. "503.4.2 Emergency fire lane. For a special event or circumstance requiring a temporary street closure, the fire code official may approve an unobstructed width of not less than 12 feet."

Section 4-4.58. Amendment: Where required.

Section 506.1 of the CFC is amended to read as follows:

1. "506.1 Where required. Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for life-saving or fire-fighting purposes, the fire code official is authorized to require a Knox key box and/or key switch to be installed in an approved location. The Knox key box shall be of an approved type listed in accordance with UL 1037 and shall contain keys to gain necessary access as required by the fire code official."

Section 4-4.59. Amendment: Required water supply.

Section 507.5.1 of the CFC is amended to read as follows:

1. "507.5.1 Where required. Where a portion of the facility or building hereafter constructed or moved into or within the City is more than 350 feet from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior

of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official. Public or private fire hydrants shall be spaced a maximum of 350 feet apart."

Exception: For Group R-3 and Group U occupancies, equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903, the distance requirement of a private or public fire hydrant shall be spaced no more than 500 feet apart.

Section 4-4.60. Added: Two points of connection.

Section 507.5.1.2 of the CFC is added to read as follows:

1. "507.5.1.2 Redundant water supplies. New on-site fire protection water systems that serve buildings greater than 100,000 square feet in floor area shall have two separate remote connections to the public water system designed and constructed in accordance with recognized standards. The locations of such water connections shall be approved by the fire code official. The fire code official can exempt the two points of connection."

Section 4-4.61. Adopted by Reference: Emergency responder communications enhancement system in existing buildings.

Section 510.2 of the CFC is adopted by reference and reads as follows:

1. "510.2 Emergency responder communications enhancement system in existing buildings. Existing buildings shall be provided with approved in-building emergency responder communications enhancement system for emergency responders as required in Chapter 11 by the fire code official."

Section 4-4.62. Amendment: NFPA 13D sprinkler systems.

Section 903.3.1.3 of the CFC is amended to read as follows:

1. "903.3.1.3 NFPA 13D sprinkler systems. NFPA 13D fire sprinkler systems installed in one- and two-family dwellings; Group R-3; Group R-4, Condition 1; and townhouses shall be permitted to be installed throughout in accordance with NFPA 13D as amended in Chapter 80 and to include a passive purge system design to protect the City's drinking water supply."

Section 4-4.63 Addition: Remote annunciation.

Section 903.4.2.1 of the CFC is added to read as follows:

1. "903.4.2.1 A dedicated fire alarm control unit for the fire sprinkler monitoring system shall be provided and located in an approved location, near the main entrance into the building for fire department use. An approved remote annunciator may be installed at the approved location in lieu of the fire alarm control unit. Zone indication on the remote annunciator may be required by the fire code official.

Section 4-4.64. Adopted by Reference: Monitoring.

Section 904.3.5 of the CFC is adopted by reference and reads as follows:

1. “904.3.5 When a building fire alarm system or sprinkler monitoring system is installed, automatic fire- extinguishing systems shall be monitored by the building's fire alarm control unit in accordance with NFPA 72.

Section 4-4.65. Adopted by reference: Emergency responder communications enhancement in existing buildings.

Section 1103.2 of the CFC is adopted by reference and reads as follows:

1. “1103.2 Emergency responder communications enhancement in existing buildings. Existing buildings other than Group R-3 that do not have approved in-building emergency response communications enhancement for emergency responders in the building based on existing coverage levels of the public safety communication systems, shall be equipped with such coverage according to one of the following:

1. Where an existing wired communication system cannot be repaired or is being replaced, or where not approved in accordance with Section 510.1, Exception 1.

2. Within a timeframe established by the adopting authority.

Exception: Where it is determined by the fire code official that the in-building emergency responder communications enhancement system is not needed.”

Section 4-4.66. Amendment: General.

Section 2808.1 of the CFC is amended to read as follows:

1. “2808.1 General. The storage and processing of wood chips, hogged materials, fines, compost, solid biomass feedstock, and raw product produced from yard waste, debris, argo industrial, recycling, and green waste processing facilities shall comply with Sections 2808.2 through 2808.10.”

Section 4-4.67. Amendment: Size of piles.

Section 2808.3 of the CFC is amended to read as follows:

1. “2808.3 Size of piles. Piles shall not exceed 15 feet in height, 50 feet in width and 250 feet in length.

Exception: The fire code official is authorized to allow the pile size to be increased when in accordance with section 2808.3.1.”

Section 4-4.68. Amendment: Combustible waste.

Section 2808.5 of the CFC is amended to read as follows:

1. “2808.5 Combustible waste. The storage, accumulation and handling of combustible materials and control of vegetation shall comply with Chapter 3. All incoming materials shall be ground or incorporated within 10 days. All incoming materials shall be incorporated into windows within 15 days. Internal temperatures of stockpiles shall be continuously monitored.”

Section 4-4.69. Amendment: Emergency plan.

Section 2808.10 of the CFC is amended to read as follows:

1. “2808.10 Emergency plan. The owner or operator shall develop a plan for monitoring, controlling and extinguishing spot fires and submit the plan to the Ontario Fire Department Fire Prevention Bureau for review and approval. The plan shall include, but not be limited to methods and policies for:

1. Monitoring, controlling and extinguishing spot fires.

2. Emergency contact information for personnel who are able to respond to location 24 hours a day, 7days a week.

3. Onsite equipment to assist with firefighting operations, such as dozers, water tenders, and large tractors.

4. Special considerations for fire safety during extreme weather conditions.

5. Method of providing adequate onsite water supply for firefighting operation. Water system shall have a minimum delivery/replenish capability of 250 gallons per minute for 2 hours.”

Section 4-4.70. Amendment: Appendix B Table B105.2 – Required Fire Flow for Buildings other than one- and two-family dwellings, Group R-3 and R-4 buildings and townhomes.

Appendix B Table B105.2 is amended to read as follows:

TABLE B 105.2 - REQUIRED FIRE FLOW FOR BUILDINGS OTHER THAN ONE- AND TWO- FAMILY DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND TOWNHOUSES		
AUTOMATIC SPRINKLER SYSTEM (Design Standard)	**MINIMUM FIRE FLOW (gallons per minute)**	**FLOW DURATION (hours)**
No automatic sprinkler system	Value in Table B105.1(2)	Duration in Table B105.1(2)
Section 903.3.1.1 of the *California Fire Code*	50% of the value in Table B105.1(2)a	Duration in Table B105.1(2) at the reduced flow rate
Section 903.3.1.2 of the *California Fire Code*	50% of the value in Table B105.1(2)b	Duration in Table B105.1(2) at the reduced flow rate

For SI: 1 gallon per minute = 3.785 L/m.

a. The reduced fire flow shall be not less than 1,500 gallons per minute.
b. The reduced fire flow shall be not less than 1,500 gallons per minute.

Section 4-4.71. Amendment: Establishment of the limits of districts in which storage of flammable or combustible Class I and Class II liquids in outside unprotected aboveground tanks is prohibited.

1. "The limits referred to in Sections 5704.2.9.6.1 and 5706.2.4.4 of the 2025 California Fire Code in which the storage of flammable or combustible liquids in outside aboveground unprotected tanks or permanent or temporary tanks are prohibited are hereby established as follows:

(a) In all areas of the City unless upon specific written findings, the Chief determines that the installation of flammable and combustible unprotected aboveground storage tanks or below grade vaulted tanks will not create a hazard to occupants and property owners in the surrounding area."

Section 4-4.72. Amendment: Establishment of the limits of districts in which stationary containers of flammable cryogenic fluids are prohibited.

1. "The limits referred to in Section 5806.2 of the 2025 California Fire Code in which the storage of flammable cryogenic fluids in stationary containers is prohibited are hereby established as follows:

(a) All areas and zoning districts of the City except the General Industrial District of the City Development Code, and with the specific approval of the Fire Chief."

Section 4-4.73. Amendment: Establishment of the limits in which storage of liquefied petroleum gases is restricted for the protection of heavily populated or congested areas.

1. "The limits referred to in Section 6104.2 of 2025 California Fire Code, in which storage of liquefied petroleum gas is restricted, are hereby established as follows:

(a) All areas and zoning districts of the City except the General Industrial District of the City zoning ordinance, and with the specific approval of the Fire Chief."

Section 4-4.74. Administrative fines.

(a) In addition to any other remedy available at law, any person in violation of this chapter is subject to an administrative fine as defined below:

(1) A fine not exceeding one hundred dollars ($100.00) for the first occurrence of each separate violation of the Ontario Fire Code;

(2) A fine not exceeding two hundred dollars ($200.00) for a second violation of the same Ontario Fire Code provision within one (1) year from the date of the first violation.

(3) A fine not exceeding one thousand dollars ($1,000.00) for a third or more violation(s) of the same Ontario Fire Code provision within one (1) year from the date of the first violation.

(b) The provisions and procedures concerning administrative citations set forth in Chapter 5 of Title 1 of the Ontario Municipal Code shall apply to administrative citations issued for violations of this chapter. To the extent there are any conflicts between the provisions of the two chapters, the provisions of this chapter shall supersede and control administrative citations issued for violations of this chapter.

SECTION 3. Filing of Ordinance. The Fire Chief shall transmit a copy of this Ordinance for filing to the State of California Building Standards Commission, pursuant to Health and Safety Code Section 17958.7. One copy of the Ontario Fire Code shall be placed on file in the Office of the City Clerk and is hereby adopted and made a part of this Chapter as if fully set forth at length herein.

SECTION 4. Repeal of Conflicting Ordinances. Ordinance No. 3226, and all former ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance or of the Fire Code, as adopted and amended herein, are hereby repealed.

SECTION 5. Severability. Any section, paragraph, sentence or word of this ordinance or of the Fire Code as adopted and amended herein that for any reason has been determined to be invalid, it is the intent of the City Council that it will be considered severable from all other portions of this ordinance independent of the elimination therefrom of any such portion as may be declared invalid.

SECTION 6. Effective Date. This Ordinance shall take effect and be in force thirty (30) days after its final passage. From the date on which this Ordinance shall take effect, the provisions of the Ontario Fire Code shall be controlling within the City limits of the City of Ontario.

SECTION 7. CEQA. The City Council finds that the changes made to the California Fire Code and the International Fire Code are enacted to mitigate threats to public peace, health and safety from earthquakes, high winds and fire. Moreover, the amendments are substantially similar to those provisions previously enacted and contained in the current version of the City's Fire Code. Therefore, it can be seen with certainty that the adoption of this Ordinance will not have a significant adverse effect on the environment and is therefore exempt from the California Environmental Quality Act (CEQA) pursuant to section 15061(b)(3) of the CEQA Guidelines. Staff is directed to file a Notice of Exemption within five (5) days of the adopting of this Ordinance.

SECTION 8. The Mayor shall sign this Ordinance and the City Clerk shall certify as to the adoption and shall cause a summary thereof to be published at least once, in a newspaper of general circulation in the City of Ontario, California within fifteen (15) days of the adoption. The City Clerk shall post a certified copy of this ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this 20th day of January 2026.

_____
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 January 20, 2026 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 January 20, 2026 and that Summaries of the Ordinance were published on _____ and _____, in the Inland Valley Daily Bulletin newspaper.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

CITY OF ONTARIO *Agenda Report* **January 20, 2026**	**SECTION:** **PUBLIC HEARINGS**
Department: Broadband Operations Prepared By: Vanny Khu Department: Prepared By: Jimmy Chang Staff Member Presenting: Jimmy Chang, Broadband General Manager Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 19

SUBJECT: **A RESOLUTION TO ESTABLISH NEW COMMERCIAL/ENTERPRISE AND WHOLESALE FEES FOR USE OF ONTARIONET'S FIBER OPTIC NETWORK**

RECOMMENDATION: That the City Council adopt a resolution to modify its schedule of broadband fees, including the maximum and minimum rates that OntarioNet may charge commercial/enterprise and wholesale customers to access and use OntarioNet's fiber optic network to connect to the Internet and to obtain communications services, upon the recommendation of the City Manager, and to delegate authority to the City Manager to negotiate contract rates with large commercial customers and wholesale customers within those established ranges, and to set all the other terms, conditions and policies applicable to commercial/enterprise and wholesale customer access and use of OntarioNet's fiber optic network and related services.

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: If approved, the City expects to receive initial annual revenue exceeding $300,000 from these fees.

BACKGROUND & ANALYSIS: On October 15, 2024, in anticipation of the City becoming a local service provider directly contracting with residents and businesses to allow them to access and use OntarioNet's fiber optic network and obtain a variety of communications services, the City adopted a broadband fee schedule. In order to respond to market demand and interest in expanded access and use of OntarioNet's fiber optic network, the City Manager now wishes to modify certain existing commercial/enterprise fees and adopt new fees for new commercial/enterprise and wholesale services. For convenience, the fee table in Exhibit A to the resolution lists all the OntarioNet broadband fees including nos. 1-2 and 4-12 which were previously adopted and are not changing.

Customers may choose to connect and use OntarioNet's fiber optic network or subscribe to one of a number of other options available in the competitive marketplace. Wholesale customers who choose to connect and use capacity on OntarioNet's fiber optic network and other local government property will use that capacity to provide retail services, increasing the availability of competitive communications service offerings for businesses in Ontario. The new commercial/enterprise fees and wholesale fees are for the use of the OntarioNet fiber optic network, including associated customer equipment and other local government property. The fees were established to be in line with market comparisons, including costs associated with other provider networks, based on analysis by City staff. The fees reflect ranges because the charges for individual customers will be negotiated and also depend on the level of access and use of property and services sought. Should a customer choose to subscribe to OntarioNet and then later determine to connect to a different service provider's network, the customer will have the authority to do so. Further, the resolution will authorize the City Manager, or his or her designee, to set all the other terms, conditions and policies applicable to customer access and use of OntarioNet's fiber optic network.

RESOLUTION NO. 2026-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA ADOPTING COMMERCIAL/ENTERPRISE AND WHOLESALE FEES FOR USE OF THE ONTARIONET FIBER OPTIC NETWORK AND OTHER ASSOCIATED LOCAL GOVERNMENT PROPERTY.

WHEREAS, effective October 15, 2024 the City of Ontario ("City") established a schedule of fees and charges for use of its OntarioNet fiber optic network, and related fines for late or declined payments; and

WHEREAS, the City now wishes to modify such schedule to increase one existing commercial/enterprise customer fee (Exhibit "A", No. 3) and add several new fees applicable to commercial/enterprise customers and wholesale customers (Exhibit "A", Nos. 13-18); and

WHEREAS, except as specifically provided herein, the fees are for the use of local government property, including without limitation the fiber optic network and associated customer equipment; and

WHEREAS, in determining the rates for the fees, City staff considered rates charged in the competitive marketplace by other providers, and further considered that access to the OntarioNet fiber optic network is optional insofar as customers can connect through other providers; and

WHEREAS, the data supporting the fees is on file with the City Clerk and available for inspection by the public; and

WHEREAS**,** the proposed action has been properly noticed as required by Government Code Section 66018 following publication requirements set forth in Government Code Section 6062a.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ONTARIO AS FOLLOWS:

SECTION 1. Incorporation of Recitals. The City Council finds and determines that the foregoing Recitals are true and correct and incorporates the Recitals herein.

SECTION 2. Adoption of Rates for the Fees. The City Council hereby adopts the rates for the fees, to be effective on the dates, in the amounts, and at the rates set forth in Exhibit "A", attached hereto and incorporated herein by this reference. The rates set forth in Exhibit "A" reflect the minimum and maximum rates applicable to the respective broadband activity, and the City Manager, or his or her designee, is authorized to establish rate plans for residential and small business customers within the ranges set

forth in Exhibit “A”, to negotiate contract rates with large commercial/enterprise customers and wholesale customers within the ranges set forth in Exhibit “A”.

SECTION 3. Findings. The City Council finds and determines that Fees are not “imposed” for purposes of article XIII C, section 1(e) of the California Constitution. However, even if they are found to be “imposed,” they are exempt from the definition of a tax for the following reasons:

(a) Fee Nos. 1-6, 13 through 15, and 17 listed in Exhibit “A” of this Resolution are for the use of local government property, including the fiber optic network and associated customer equipment, and do not exceed the reasonable value of the local government property. The range is a minimum and maximum. The actual charge will depend on the scope and level of access and use of government property; and

(b) Fee No. 7, 16 and 18 are for a service provided by the City and does not exceed the cost of providing such service; and

(c) Fee Nos. 8 through 12 are fines for late or declined payments.

SECTION 4. Terms, Conditions and Policies. Further, the City Manager, or his or her designee is authorized to set all the other terms, conditions and policies applicable to customer access and use of OntarioNet’s fiber optic network.

SECTION 5. Severability. If any section, subsection, clause or phrase in this Resolution or the application thereof to any person or circumstances is for any reason held invalid, the validity of the remainder of this Resolution or the application of such provisions to other persons or circumstances shall not be affected thereby. The City Council hereby declares that it would have passed this Resolution and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases or the application thereof to any person or circumstance be held invalid.

SECTION 6. Conflicts. All prior actions of the City Council, including resolutions, ordinances, or parts thereof, that are inconsistent with any provision of this Resolution are hereby superseded by this resolution to the extent of such inconsistency.

SECTION 7. Effective Date. This Resolution shall take effect and be in full force and effect upon its adoption.

PASSED, APPROVED, AND ADOPTED this 20th day of January 2026.

_____
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. 2026- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held January 20, 2026 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. 2026- duly passed and adopted by the Ontario City Council at their regular meeting held January 20, 2026.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

NEW SCHEDULE OF ONTARIONET FEES

Fee #	Fee Description	Unit/Notes	Fee	Effective Date
1	Residential/Small Business Broadband Services	Monthly	$10 - $200	10/15/2024
2	Residential/Small Business Broadband Installation	One-time	up to $200	10/15/2024
3	Commercial/Enterprise Broadband Services	Monthly	$30 - $2500	1/20/2026
4	Small Business/Commercial/Enterprise Broadband Building Construction Charge	One-time/Monthly	At Cost	10/15/2024
5	Customer Premise Equipment	Monthly	$5-$100	10/15/2024
6	Smart Home Management Software	Monthly	$5-$20	10/15/2024
7	Paper Bill Fee	Monthly	$2-$4	10/15/2024
8	Payment Late Fee	First Month	$5 or 10%*	10/15/2024
9	Payment Late Fee (after 1st month)	Monthly	1.50%	10/15/2024
10	Check returned unpaid (NSF)	Each	$25	10/15/2024
11	Declined credit card payment	Each	$25	10/15/2024
12	Declined ACH payment	Each	$25	10/15/2024
13	Wholesale LAN Extension Services	Monthly	$200-$10,000	1/20/2026
14	Wholesale Network Services	Monthly	$200-$10,000	1/20/2026
15	Wholesale Transport Services	Monthly	$200-$10,000	1/20/2026
16	Wholesale Services Construction/Installation Charge	One-time/Monthly	At Cost	1/20/2026
17	Colocation Services	Monthly	$50-$5,000	1/20/2026
18	Circuit/Network Design Services	One-time	At Cost	1/20/2026

*whichever is greater

NOTE: The Fees listed as #1-2 and #4-12 were previously adopted and are not changing. They are included on the table for convenience only.

CITY OF ONTARIO *Agenda Report* **January 20, 2026**	**SECTION:** **PUBLIC HEARINGS**
Department: Planning Prepared By: Thomas Grahn Department: Prepared By: Thomas Grahn Staff Member Presenting: Rudy Zeledon, Executive Director Community Development Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 20

SUBJECT: **AN APPEAL OF THE PLANNING COMMISSION'S DECISION APPROVING FILE NO. PDEV25-007**

RECOMMENDATION: That the City Council conduct a public hearing on the appeal, and after receiving public testimony, partially grant and partially deny the appeal, and set aside the Planning Commission's approval of the Development Plan and adoption of the Addendum to the Sports Complex EIR. Staff recommends that the City Council:

1. Deny the Appeal as to Claims #2 and #3;
2. Grant the Appeal as to Claims #1 and #4;
3. Set aside the Planning Commission's adoption of the Sports Complex EIR Addendum and approval of the Development Plan; and
4. Confirm that consideration of approval of the Sports Complex Hotel Development Plan can proceed only if the City Council has approved, pursuant to the adoption of the Addendum to the Sports Complex EIR, the Amended and Restated Disposition and Development Agreement.

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: There is not a direct fiscal impact associated with this action.

BACKGROUND & ANALYSIS:

On July 16, 2024, the City of Ontario ("City") certified the Ontario Regional Sports Complex Environmental Impact Report (State Clearinghouse No. 2023110328) ("Sports Complex EIR"). The City is in the process of developing an approximately 200-acre state-of-the-art regional sports complex to meet the region's growing demand for sports recreation amenities. As the first phase of development is underway with the construction of a Single-A Minor League Baseball stadium, a

retail component is running parallel.

Pursuant to the February 18, 2025, Disposition and Development Agreement the City sold the real property located at the southeast corner of East Riverside Drive and Ontario Avenue to Ontario Ranch Hotels, LLC.

On November 25, 2025, the Planning Commission considered and approved the Development Plan File No. PDEV25-007 submitted by Ontario Ranch Hotels LLC, pursuant to the adoption of an Addendum to the Sports Complex EIR, to construct a 226 room hotel within the Sports Complex.

APPEAL:

On December 5, 2025, Jordon R. Sisson, on behalf of UNITE HERE Local 11 ("Appellant"), submitted an appeal of the Planning Commission's decision to approve File No. PDEV25-007. A copy of the Appeal application and Appellant statement is included as Exhibit A to this report.

Appellant's claims, and the City's responses are as follows:

Claim #1:

The Development Plan requires a conditional use permit.

Response to Claim #1:

The City is currently considering whether to amend Development Code Section 5.03.250 to remove this CUP requirement.

Claim #2:

The Restated Development Agreement referenced in the Sports Complex Addendum should have been considered and recommended by the Planning Commission for approval by the City Council. (ODC § 4.01.015.B & D.)

Response to Claim #2:

Ontario Development Code section 4.01.015 concerning development agreements considered by the City pursuant to Government Code section 65864, et seq. The Restated Development Agreement referenced in the Sports Complex Addendum is related to the February 18, 2025, Disposition and Development Agreement that the City is now interested in amending and restating, to address certain issues that have come to light following the approval of the original Disposition and Development Agreement. This document is not subject to Government Code section 65864, et seq. and thus not subject to Ontario Development Code section 4.01.015. As such, this claim has no merit.

Claim #3:

The Sports Complex EIR Addendum should have found that modifications to the Sports Complex Project proposed in the Development Plan would increase energy consumption, GHG emissions, and increase vehicle trips beyond that disclosed in the Sports Complex EIR.

Response to Claim #3:

T&B Planning, Inc., the environmental consulting firm that prepared the Addendum to the Sports Complex EIR has prepared a Memo with detailed responses to Appellant's claims regarding the adequacy of the Addendum (Exhibit B). The Memo concludes that the Addendum's analyses and conclusions are correct and that the Addendum has been appropriately prepared to satisfy CEQA compliance requirements. As such, this claim has no merit.

Claim #4:

The City took steps towards approval of the Development Plan before preparing the Sport Complex EIR Addendum, such as the February 18, 2025, approval of the Disposition and Development Agreement.

Response to Claim #4:

Appellant has noted some procedure confusion regarding the preparation of the Addendum to the Sports Complex EIR and the City Council's planned consideration of the Amended and Restated Development Agreement. Specifically, the City agrees that the Addendum to the Sports Complex EIR should not be adopted, nor the Development Plan for File No. PDEV25-007 approved, until after the Council has considered and approved, pursuant to the adoption of an Addendum to the Sports Complex EIR, the Amended and Restated Disposition and Development Agreement.

RECOMMENDATION:

Staff recommends that the City Council take the following actions.
First Action: Deny the Appeal as to Claims #2 and #3.
Second Action: Grant the Appeal as to Claims #1 and #4.
Third Action: Set aside the Planning Commission's adoption of the Sports Complex EIR Addendum and approval of the Development Plan Fil No. PDEV25-007.
Fourth Action: Confirm that consideration of approval of the Sports Complex Hotel Development Plan File No. PDEV25-007 can proceed only if the City Council has approved, pursuant to the adoption of the Addendum to the Sports Complex EIR, the Amended and Restated Disposition and Development Agreement.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, PARTIALLY APPROVING AN APPEAL OF THE PLANNING COMMISSION DECISION APPROVING FILE NO. PDEV25-007.

WHEREAS, on July 16, 2024, the City of Ontario ("City") certified the Ontario Regional Sports Complex Environmental Impact Report (State Clearinghouse No. 2023110328) ("Sports Complex EIR"). The City is in the process of developing an approximately 200 acre state-of-the-art regional sports complex to meet the region's growing demand for sports recreation amenities. As the first phase of development is underway with the construction of a Single-A Minor League Baseball stadium, a retail component is running parallel; and

WHEREAS, pursuant to the February 18, 2025 Disposition and Development Agreement the City sold the real property located at the southeast corner of East Riverside Drive and Ontario Avenue to Ontario Ranch Hotels, LLC; and

WHEREAS, on November 25, 2025, the Planning Commission considered and approved the Development Plan (File No. PDEV25-007) submitted by Ontario Ranch Hotels, LLC, pursuant to the adoption of an Addendum to the Sports Complex Environmental Impact Report (EIR), to construct a 226 room hotel within the Sports Complex; and

WHEREAS, on December 5, 2025, Jordon R. Sisson, on behalf of UNITE HERE Local 11 ("Appellant"), submitted an appeal of the Planning Commission's decision to approve File No. PDEV25-007; and

WHEREAS, in response to the Appellant's basis for the appeal, staff has prepared a response to each of the claims. Below is a summary of the claims statement and staff's response:

Claim #1: The Development Plan requires a conditional use permit.

Response to Claim #1: The City is currently considering whether to amend Development Code Section 5.03.250 to remove this CUP requirement.

Claim #2: The Restated Development Agreement referenced in the Sports Complex Addendum should have been considered and recommended by the Planning Commission for approval by the City Council. (ODC § 4.01.015.B & D.)

Response to Claim #2: Ontario Development Code section 4.01.015 concerns development agreements considered by the City pursuant to Government Code section 65864, et seq. The Restated Development Agreement referenced in the Sports Complex Addendum is related to the February 18, 2025 Disposition and Development Agreement that the City is now interested in amending and restating to address certain issues that have come to light following the approval of the original Disposition and Development

Agreement. This document is not subject to Government Code section 65864, et seq., and thus not subject to Ontario Development Code section 4.01.015. As such, this claim has no merit.

Claim #3: The Sports Complex EIR Addendum should have found that modifications to the Sports Complex Project proposed in the Development Plan would increase energy consumption, GHG emissions, and increase vehicle trips beyond that disclosed in the Sports Complex EIR.

Response to Claim #3: T&B Planning, Inc., the environmental consulting firm that prepared the Addendum to the Sports Complex EIR has prepared a Memo with detailed responses to Appellant's claims regarding the adequacy of the Addendum (Exhibit A to Agenda Report). The Memo concludes that the Addendum's analyses and conclusions are correct and that the Addendum has been appropriately prepared to satisfy CEQA compliance requirements. As such, this claim has no merit.

Claim #4: The City took steps towards approval of the Development Plan before preparing the Sport Complex EIR Addendum, such as the February 18, 2025 approval of the Disposition and Development Agreement.

Response to Claim #4: Appellant has noted some procedure confusion regarding the preparation of the Addendum to the Sports Complex EIR and the City Council's planned consideration of the Amended and Restated Development Agreement. Specifically, the City agrees that the Addendum to the Sports Complex EIR should not be adopted, nor the Development Plan be approved, until after the Council has considered and approved, pursuant to the adoption of an Addendum to the Sports Complex EIR, the Amended and Restated Disposition and Development Agreement; and

WHEREAS, the City Council has reviewed and considered the appeal, Development Plan (File No. PDEV25-007), and the Addendum to the Sports Complex EIR; and

WHEREAS, these documents are all on file in the Planning Department, located at 303 East B Street, Ontario, CA 91764, is available for inspection by any interested person at that location and is, 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: The appeal is granted only as to Claims #1 and #4 and, as such, the Planning Commission's adoption of the Sports Complex EIR Addendum and approval of the Development Plan (File No. PDEV25-007) is set aside.

SECTION 2: The Appeal is denied as to Claims #2 and #3.

SECTION 3: Any consideration of approval of the Sports Complex Hotel Development Plan may proceed only if the City Council has first approved, pursuant to the adoption of the Addendum to the Sports Complex EIR, an Amended and Restated Disposition and Development Agreement.

SECTION 4: 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 5: This Resolution shall become effective immediately upon its adoption.

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

PASSED, APPROVED, AND ADOPTED this 20th day of January 2026.

_____
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. 2026- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held January 20, 2026 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. 2026- duly passed and adopted by the Ontario City Council at their regular meeting held January 20, 2026.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

MEMORANDUM

TO: Thomas Grahn, Senior Planner
City of Ontario
303 East B Street
Ontario, CA 91764

FROM: Nicole Morse, Esq.

DATE: December 31, 2025

RE: Addendum to the Ontario Regional Sports Complex Environmental Impact Report (PDEV25-007) – Response to December 5, 2025 Appeal Letter from UNITE HERE Local 11

T&B Planning, Inc. is the environmental consulting firm that prepared the Addendum to the Ontario Regional Sports Complex Environmental Impact Report (Certified EIR; SCH No. 2023110328). The Ontario Regional Sports Complex Environmental Impact Report was certified on July 16, 2024, and evaluated the development of a variety of recreational opportunities on an approximately 199-gross-acre site (ORSC site) in the City of Ontario ("Approved Project"). The City is now seeking a change to the Approved Project to allow for a 226-key hotel within Planning Area 2 instead of a 100-key hotel in Planning Area 3 ("Modified Project").

On November 25, 2025, the City of Ontario Planning Commission adopted a Resolution to approve the use of an Addendum to the Certified EIR in conjunction with the approval of a Development Plan (File No. PDEV25-007) for the Project. Subsequently, an appeal letter was submitted to the City on December 5, 2025, requesting that the City Council appeal the Planning Commission's approval of the Project. In response, T&B Planning prepared this memorandum for the purpose of responding to the comments received alleging deficiencies in the Addendum and to the Appellant's reasons and grounds for appeal. The responses contained herein demonstrate that the Addendum's analyses and conclusions are correct and that the Addendum has been appropriately prepared to satisfy CEQA compliance requirements. There are no CEQA compliance deficiencies as claimed by the Law Office of Jordon R. Sisson on behalf of the UNITE HERE Local 11 (Local 11). For the reasons outlined in this memorandum, the comments provided by Local 11 and the responses thereto contained in this memo do not present substantial new information, do not necessitate revisions to the Addendum, or require additional environmental review. The Modified Project does not result in any of the circumstances listed in CEQA Guidelines Section 15162 (i.e., no new or substantially greater significant impacts), and the City may properly adopt an addendum to the Certified EIR.

Commenter Letter: Law Office of Jordon R. Sisson on behalf of the UNITE HERE Local 11 dated December 8, 2025

1-1 The commenter states that the City approved the Disposition and Development Agreement (DDA) in February 2025 without completing CEQA review and the commenter had recommended additional mitigation measures related to vehicle miles traveled (VMT) and greenhouse gas emissions (GHG). The commenter then states that the Addendum shows that the Modified Project would increase energy consumption, GHG emissions from vehicle trips and building space energy needs, and increase vehicle trips under some scenarios analyzed, but does not adequately consider feasible measures that could further mitigate impacts. The commenter also states that prior mitigation measures remain inadequate, but does not provide evidence for why or how the applicable mitigation measures are inadequate. As part of the Project entitlements, the Modified Project includes an Amended and Restated Development Agreement to the previously approved DDA in February, which is included in the analysis of the Addendum.

As discussed in Table 6-1, *Operational-Related Building Energy Consumption*, of the Addendum, the Modified Project would result in a 1% increase in electricity and 24% increase in natural gas, compared to the Approved Project. Though the Modified Project would generate additional energy demand (3,678,327 kWh/year and 6,107,068 kBTU/year) at the site, it would be similar to the energy demand for PAs 2 through 4 of the Approved Project (3,500,028 kWh/year and 3,152,123 kBTU/year). Like the Approved Project, the Modified Project would also be required to comply with the applicable Building Energy Efficiency Standards and CALGreen requirements. Compliance with the current Building Energy Efficiency Standards and CALGreen would be consistent with the goals outlined in Appendix F of the CEQA Guidelines, as the Modified Project would promote the use of renewable energy and decrease reliance on fossil fuels to meet the energy demands of the Modified Project. Additionally, the Modified Project would be required to implement Mitigation Measures AQ-2, GHG-1, GHG-2, and GHG-3, which would decrease natural gas usage under the Modified Project and promote onsite renewable energy generation. The Certified EIR concluded that with regulatory compliance and design features, the Approved Project would not result in inefficient, wasteful, or unnecessary energy consumption. Overall, the Modified Project would be consistent with the goals outlined in Appendix F of the CEQA Guidelines regarding increasing energy efficiency, decreasing reliance on fossil fuels, and increasing renewable energy sources. Because the Modified Project would comply with these regulations, it would not result in wasteful, inefficient, or unnecessary energy demands. Therefore, the Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR.

The Certified EIR determined that the Approved Project would result in significant and unavoidable impacts related to GHG emissions. As shown in Table 6-2, *Average Daily Trip Generation Comparison for the Approved and Modified Project*, the Modified Project would result in an increase in trips during the scenarios modeled for events on Saturdays but would result in a decrease in trips during the weekday scenario (Refer to Pages 55 and 56 of the Addendum). As shown in Table 8-1, *Project-Related Operation GHG Emissions*, implementation of the Modified Project would result in a slight increase in GHG emissions compared to what was analyzed in the Certified EIR. GHG emissions are primarily due to mobile source emissions (e.g., privately owned vehicles from visitors and employees traveling to the project site) which

are not under the control of the City or Project Applicant. However, as shown in Table 8-1, the increase in operational GHG emissions resulting from the Modified Project would constitute an increase of an estimated 468 MT CO_2e per year, or an increase in total ORSC emissions by approximately 2.1 percent. Pursuant to Mitigation Measure GHG-4, the Modified Project is required to achieve 100 points from the Ontario Community Climate Action Plan (CCAP),but impacts would remain significant and unavoidable. With a 2.1 percent increase in GHG emissions, the significant and unavoidable GHG effect identified in the Certified EIR would not be substantially more severe with implementation of the Modified Project. Mitigation Measures AQ-2, GHG-1 through GHG-4, and TRAF-1 are applicable to the Modified Project (Refer to Pages 64 to 66 of the Addendum). Therefore, the Modified Project has incorporated all feasible mitigation measures from the Certified EIR to reduce impacts.

Moreover, the Project's Air Quality and Greenhouse Gas Emissions Technical Memorandum (Technical Appendix A of the Addendum) analyzed more square footage than the approved conceptual plan under the Modified Project. Since preparation of the technical studies, the site plan has been refined and the Modified Project now proposes a 158,272 s.f. hotel building with 226 rooms or a decrease of 11,728 s.f. compared to the building size (170,000 s.f. with 249 rooms) evaluated in the technical studies. Overall, buildout of the Modified Project proposes a total of 239,839.98 s.f. of commercial uses within PAs 2 through 4 compared to 242,144 s.f. evaluated in the technical studies. Because the technical studies analyzed 2,304.02 s.f. more than the Modified Project under consideration here, the analysis presented in the Addendum represents a conservative analysis (Refer to Page 32 of the Addendum). Based on the Project's updated room count, an updated trip generation comparison has been prepared and included as *Attachment B* of this Memorandum. As shown, the Modified Project would result in a decrease in daily trips under all three scenarios. Therefore, associated air quality and GHG emissions from mobile and energy sources would also be reduced proportionally compared to the analysis presented in the Modified Project's Air Quality and Greenhouse Gas Emissions Technical Memorandum and no additional mitigation measures are required.

1-2 The commenter states that Mitigation Measure GHG-3 requires only CalGreen Tier 2 standards for electric vehicle spaces and the Addendum does not explain why additional mitigation measures such as Tier 2 Standard for the entire building and LEED Certification would not be required. As noted in Table 8-1, *Operation-Related Building Energy Consumption*, of the Addendum, the energy consumption and vehicle trips generated by the Modified Project constitute the largest GHG emission sources. While implementing all of CALGreen's applicable Tier 2 standards would reduce water and waste source emissions, these sources do not cause the Modified Project's emissions to exceed those of the Approved Project, and emission reductions from implementing full CALGreen Tier 2 measures would be marginal as many measures therein focus on actions that exceed already-stringent standards or match existing standards, resulting in minimal reductions. For instance, as detailed in Section 5.303.3 of the Mandatory CALGreen standards, water consumption for various fixtures (e.g., water closets, urinals, showerheads) set requirements to meet specific flow rates, depending on the fixture type. As shown in Section A5.303.3 of the Tier 2 CALGreen standards, the same flow rate requirements apply and do not change when meeting voluntary Tier 2 standards. There are some Tier 2 CALGreen standards that may result in reductions in energy source GHG emissions, such as those contained in Section A5.203.1.1.1 for reducing outdoor lighting power demand by 10 percent beyond Part 6 of Title 24 or Section A5.203.1.2.2 for reducing a

project's energy budget by 10 or 15 percent beyond Part 6 of Title 24; however, these measures may conflict with Mitigation Measure GHG-4 requiring the Modified Project to achieve 100 points on the City's 100-point CCAP checklist. For example, the City's CCAP checklist includes measures for building electrification, green roofs, urban cooling, increasing transit ridership, vehicle electrification, and other sectors which would result in similar or greater energy consumption reductions than those required under Sections A5.203.1.1.1 and A5.203.1.2.2 in the Tier 2 CALGreen standards.

Moreover, measures contained in the City's CCAP that could be selected by the Modified Project would cover energy consumption sources that are not subject to Part 6 of Title 24 and beyond those that are subject to Part 6 of Title 24 and therefore would result in greater energy conservation than what is required under Tier 2 CALGreen standards. As a result, it is unknown how effective requiring the full Tier 2 CALGreen standards would be at reducing GHG emissions for the Modified Project in addition to existing mitigation, and therefore full Tier 2 CALGreen standards were not required.

Similarly, California Air Pollution Control Officers Association (CAPCOA) measures contained in Chapter 3 of the *Handbook for Analyzing Greenhouse Gas Emissions Reductions, Assess Climate Vulnerabilities, and Advancing Health and Equity* (CAPCOA Handbook) contains various quantitative and qualitative measures to potentially reduce GHG emissions; however, many measures therein overlap with measures contained in Table 6 of the City's CCAP checklist, may result in no appreciable reduction in GHGs, and have the potential to conflict with measures of the CCAP. For instance, measure E-1 of the CAPCOA Handbook requires exceeding 2019 Title 24 energy standards. This measure would be irrelevant as the 2019 energy code has been superseded by the 2022 energy code, which contains performance requirements for energy efficiency and renewable energy integration that are greater than those in the 2019 code. In addition, quantitative measures in the CAPCOA Handbook require specific equipment and system parameters that are not presently known to quantify potential reductions. For example, measure E-2 requires specific user inputs such as the number and type of appliances that are not currently known. Therefore, no additional mitigation measures are required for the Modified Project.

1-3 The commenter states that Mitigation Measure GHG-4 requires 100-point score with the 2022 CCAP but it is not explained which measures would be required or feasible under the Modified Project and that it is being deferred to the certificate of occupancy stage nor is it explained which CAPCOA measures were considered but found infeasible.

As discussed in the City's CCAP, the purpose of the Screening Tables is to provide guidance in measuring the reduction of GHG emissions attributable to certain design and construction measures incorporated into development projects, consistent with the reduction targets of the 2022 CCAP[1]. The City's CCAP checklist is intended to be a flexible tool for project proponents to use to determine the most cost- and function-effective measures to include into the project design and operation to reduce GHG emissions. The point system allows the Modified Project to select the most appropriate measures to implement for the Modified Project, and the CCAP identifies the quantitative reductions from implementing CCAP

[1]https://content.ontarioca.gov/sites/default/files/2025-01/Ontario-CCAP_Screening-Tables-AUGUST%202023%20Rev.01%20.pdf

measures, equating them to a numeric performance point. As detailed in Appendix A of the City's CCAP, achieving a 100-point performance would result in project alignment with the local GHG reduction strategy and a less than significant GHG impact under CEQA. Moreover, as discussed in Response to Comment 1-2, it is unknown how effective measures in the CAPCOA Handbook would be at reducing GHG emissions for the Modified Project in addition to existing mitigation and therefore were not included. In addition, quantitative measures in the CAPCOA Handbook require specific equipment and system parameters that are not known at the time this analysis was prepared to quantify potential reductions.

1-4 The commenter states that Mitigation Measure TRAF-1a does not explain which Transportation Demand Management (TDM) measures were considered and states that one of the four measures references is less effective than a mandatory commuter trip reduction nor is it explained which CAPCOA measures were considered but found infeasible.

As stated in Mitigation Measure TRAF-1a, "Applicants for commercial and hotel development in Planning Areas 2, 3, and 4 shall prepare Transportation Demand Management (TDM) measures analyzed under a VMT-reduction methodology consistent with the CAPCOA Handbook and approved by the City of Ontario. Measures shall include but are not limited to:…". The four referenced TDM measures in the mitigation measure are provided for reference purposes only, instead the Project Applicant can adopt any of the TDM measures listed in the CAPCOA Handbook. As discussed in the Addendum, the proposed hotel development would generate approximately (7) seven employees during the daytime and one employee during nighttime (from 6 p.m. to about 7 a.m.). The commenter's suggested mandatory commuter trip reduction program (CTR) under the CAPCOA Handbook (T-6) is employee-based. It should be noted that the number of employees generated by the Modified Project is minimal and commercial uses under Planning Areas 3 and 4 are speculative at this time. Based on a generation rate of 1 employee per 400 square feet for retail uses per the TOP 2050 assumptions, the 5,128 s.f. retail uses would generate approximately 13 employees. In total, the Modified Project would generate approximately 21 employees (Refer to Page 4 of the Addendum). As the commercial uses under Planning Areas 3 and 4 are speculative, the future applicant would determine the applicable TDM measures under those Planning Areas when future project-specific developments are submitted to the City for approval.

1-5 The commenter states that the Addendum's assertion about reductions in commercial uses appears inadequately supported since not all commercial uses are analogous and that the Modified Project would result in an increase in energy demand and GHG emissions. Refer to Response to Comment 1-1 above regarding the Modified Project's energy and GHG impacts.

As discussed in the Addendum, the Modified Project would result in a total of 239,839.98 s.f. of commercial uses including 226 hotel rooms, an overall reduction in 10,160.02 s.f. of commercial uses including an increase in 126 hotel rooms compared to the buildout of the Approved Project previously analyzed under the Certified EIR, as shown in Table 1, *Approved vs. Modified Project*, of the Addendum (Page 12 of the Addendum). The Modified Project does not change the specific commercial land use types but increases the number of hotel rooms and decreases the commercial square footage for retail uses. As discussed in the Modified Project's trip generation estimates (Attachment A of Technical Appendix A of the Addendum), the commercial uses anticipated in Planning Areas (PA) 2 through 4 were analyzed with

specific commercial uses and Institute of Transportation Engineers (ITE) Land Use Code. ITE Code 821 - Shopping Plaza and ITE Code 930 - Fast Casual Restaurant were used for the analysis of the Modified Project to account for various commercial uses, consistent with those that were previously analyzed in the Certified EIR. Similarly, as shown in the CalEEMod, different land use subtypes were used for the commercial uses such as strip mall and fast food restaurants without drive through, consistent with those that were previously analyzed in the Certified EIR. The Modified Project does not propose any changes to the commercial use types that were previously analyzed in the Certified EIR. Therefore, the Addendum adequately analyzed various commercial uses consistent with the Certified EIR and the Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

1-6 The commenter states that the Addendum did not provide a Project-specific VMT study or justify its use of a 50% internal hotel internalization rate, disclose the VMT lengths for the various uses, disclose the total VMT generated by the Modified Project, or explain why more robust VMT measures are not feasible (e.g., mandatory CTR). Refer to Response to Comment 1-4 regarding the applicability of mandatory CTR measure to the Modified Project.

As discussed in the Certified EIR's VMT Memorandum[2] (Appendix L1 of the Certified EIR), there is expected to be a high rate of internalization between the hotel and recreation fields as the primary purpose of the hotel is to serve visiting teams for sports tournaments. Fehr & Peers estimated a weekend internalization rate of 50 percent for the hotel, based on the assumption that half of all hotel trips will stay onsite within the Project (i.e., accessing adjacent sports fields, Minor League Baseball Stadium and supportive entertainment uses). This rate is similar to the rates used for comparable mixed-use entertainment and sports complexes throughout California including the Acrisure Arena in Palm Desert and the proposed Major Leage Soccer Stadium in Sacramento. The weekday internalization rate is expected to be lower as there are typically no regional tournaments scheduled on weekdays. As such, Fehr & Peers assumed a weekday internalization rate of 20 percent (assuming one fifth of all hotel trips are to access on-site uses). Moreover, as discussed above, based on the updated trip generation comparison, the Modified Project would result in a decrease in daily trips under all three scenarios (*Attachment B* of this Memorandum). As such, the Modified Project's VMT was anticipated in the Certified EIR and no Project-specific VMT analysis would be required.

1-7 The commenter states that VMT would increase under the Modified Project, citing the CalEEMod modeling and the Addendum does not adequately explain why additional mitigation measures are not feasible. Refer to Response to Comment 1-6 regarding the Project's VMT analysis. Also, CalEEMod calculations for VMT are the result of trip lengths multiplied by vehicle trips and should not necessarily be used for determining a VMT impact, as explained herein. VMT impacts are, in part, determined by evaluating whether a project's VMT per capita or VMT per service population compares to that of the region's overall performance. As discussed in the Certified EIR's VMT Memorandum (Appendix L1 of the

[2]https://content.ontarioca.gov/sites/default/files/migrated-files/Ontario-Files/Planning/EIRs%252045%2520Day%2520Review/Sports%2520Park/AppendixL1_VMT.pdf

Certified EIR), the Origin-Destination (OD) VMT method was used for estimating VMT per service population performance for the Approved Project. As detailed in the Certified EIR's VMT Memorandum, the OD VMT method "sums all VMT generated by trips with at least one trip end in the study area and tracks those trips from their estimated origins to their estimated destinations. Origins for all vehicle trips that start in a defined area, and destinations are all vehicle trips that end in that defined area. The OD method accounts for special generator trips (e.g., Ontario Airport) and truck trips and provides a complete estimate of all VMT within the study area." As a result, VMT estimates from the Certified EIR reflect regional data from the SBTAM model for individual trip origins and destinations that do not equate to the CalEEMod-default average trip lengths included in CalEEMod VMT calculations.. Nonetheless, the land use types proposed under the Modified Project reflect the same general land use types (e.g., hotel, retail/commercial) as those envisioned in the Certified EIR for Planning Areas 2, 3, and 4 and would therefore illicit similar vehicle trip origin and destination behavior for those land use types. For instance, the proposed hotel use of the Modified Project, which would include more rooms than what was analyzed for the Approved Project, would increase the service population by expanding the number of rooms and subsequent guests that would travel to and from the Project site; similarly the reduction in commercial sf would proportionally decrease the service population per employees. The Modified Project's vehicle trip origins and destinations would draw from the same regional customer/employment base, reflecting similar vehicle travel distances and subsequent VMT estimates. Therefore, while the CalEEMod model output files reflect a higher VMT than what was analyzed in the Certified EIR, these two metrics should not be conflated as being equal to one another, and the CalEEMod-calculated VMT is utilized for the emissions analysis only.

1-8 The commenter states that the Addendum does not address that California fuel efficiency regulations are currently under challenge from the federal government, which may block implementation of California vehicle emissions mandates, and does not provide replacement mitigation if these emissions reductions are not realized. The commenter cites to recent news publications on the federal government challenges to the California clean vehicle programs such as Advanced Clean Cars II (ACCII), Omnibus, and Advanced Clean Trucks (ACT) standards. The commenter is correct that several California regulations are in question due to current litigation; however, this is not accounted for in the quantitative emission estimates contained in the GHG and energy analyses. CalEEMod utilizes the EMFAC2021 database for estimating on-road mobile source emissions from vehicles, which includes some but not all of the State's current rules, enforceable and not enforceable, in future vehicle emission performance, as explained in further detail below.

On December 4, 2025, the California Air Resources Board notified CEQA practitioners that the EPA has officially approved adjustment factors for modifying the emission rates in EMFAC2021 that removes the assumption of State rules that are currently facing litigation and therefore not enforceable, including the Advanced Clean Trucks rule. The EPA adjustment factors affect VOC, NO_X, $PM_{2.5}$, and PM_{10} emission factors at varying rates depending on the specific calendar year and vehicle class. The adjustment factors do not affect CO_2 or other GHG emission estimates or energy consumption metrics in EMFAC2021. According to the EPA's adjustment factors, in calendar year 2027 when the Modified Project would become operational, on-road emission factors in EMFAC2021 would increase a maximum of 12 percent for NO_X, a maximum of five percent for ROG, and a maximum of six percent for $PM_{2.5}$ and PM_{10}. These maximum

percent increases reflect the highest increase across all affected vehicle classes as a conservative comparison.

As identified in Table 3-3, *Maximum Daily Regional Operational Phase Emissions*, of the Addendum, the Modified Project would result in 28 pounds per day of VOC, 15 pounds per day of NO_X, 14 pounds per day of $PM_{2.5}$, and 56 pounds per day of PM_{10} from mobile sources (e.g., on-road vehicles). While the adjustment factors vary depending on which vehicle class is analyzed, they principally affect vehicle classes of a gross vehicle weight rating of 8,500 pounds or greater (e.g., EMFAC vehicle class LHDT1 and up). As the Modified Project would result in mostly passenger vehicle trips, these adjustment factors would not substantially alter the mobile source emission estimates contained in Table 3-3. Nonetheless, conservatively assuming these maximum percent increases apply to the entire mobile source emission inventory, the Modified Project would result in an estimated 29 pounds per day of ROG, 17 pounds per day of NO_X, 15 pounds per day of $PM_{2.5}$, and 59 pounds per day of PM_{10}, all of which would remain below the South Coast Air Quality Management District's applicable significance thresholds. Therefore, operational impacts would remain similar to those presented in the Addendum.

Attachment A:
Comment Letter

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December 5, 2025

VIA EMAIL:

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RE: UNITE HERE LOCAL 11, APPEAL JUSTIFICATION;
PLANNING COMMISSION/ HISTORIC PRESERVATION HEARING (11/25/25);
ITEM E, ONTARIO RANCH HOTEL PROJECT (PDEV25-007)

Dear City Council:

On behalf of UNITE HERE Local 11 ("Local 11"), this office respectfully submits this "Appeal"[1] to the City of Ontario ("City") regarding the City Planning Commission's actions associated with the proposed 226-room hotel development ("Project") located on an approximate 3.41-acre property ("Site") located within the approximate 199-acre Ontario Regional Sports Complex ("ORSC"). This Appeal is permitted pursuant to the City's appeal procedures under the Ontario Development Code ("ODC"). (See ODC § 2.04 et seq.)

Local 11 has *legal standing* to file this Appeal. (See ODC § 2.04.005.) Local 11 is in active litigation involving the Project (SBSC Case No. CIVCSB2514995), challenging the City's February 2025 approval of a Disposition and Development Agreement ("DDA") with Ontario Ranch Hotels, LLC ("Developer") in furtherance of the hotel Project. Among other things, the action alleges the City violated the Surplus Land Act ("SLA"), the ODC, and the California Environmental Quality Act ("CEQA"). Attached hereto as Exhibit A is a copy of the Petition of Writ of Mandate ("Petition"), including other comments and letters attached thereto previously provided to the City. The Petition and other referenced documents provide further information relevant to Local 11's legal standing. (Exh. A, PDF pp. 3-4 [Petition pars. 6, 8], PDF p. 25 [section I].) Consistent with ODC § 2.04.010.B.1, this Appeal alleges the following:

On November 25, 2025, the Planning Commission ("Commission" or "PC") approved a Development Plan (File No. PDEV25-007) ("PDEV") relying on an Addendum to a previously approved ORSC Environmental Impact Report ("EIR") (collectively "Project Approvals"). The EIR Addendum purports to analyze changes to the ORSC area between the uses approved in the 2024 EIR (referenced therein as "Approved Project") as compared to the "Modified Project" (e.g., reduction of commercial uses, increase from 100 to 226 hotel rooms).[2]

The Commission's granting of the Project Approvals is non-compliant with applicable law, including the ODC and CEQA. This Appeal seeks to have the City Council pause the Project Approvals until non-compliance is cured. This Appeal is timely submitted within the 10-day appeal period. The specific grounds of this Appeal were fully explained in prior comments and letters

[1] Herein, page citations are either the stated pagination (i.e., "p. #") or PDF-page location (i.e., "PDF p. #").
[2] See Commission Agenda Report ("PC Agenda Report") (11/25/25), PDF pp. 638, 726, 809.

provided to the City, including those attached hereto as *Exhibits A through B,* and the statements made to the City during public hearings involving the Project. These comments and exhibits are incorporated into this Appeal in their entirety (inclusive of all documents referenced and/or attached thereto). For the sake of brevity, the following is a summary of issues:

1. **CUP Requirement**: The Commission granted the Project Approvals absent a Code-required conditional use permit ("CUP"), subject to a market feasibility report requirement. (See Exh. A, PDF pp. 10-11 [Petition pars. 29-34], 29 [section II.4].[3]) Notwithstanding the Commission's recommendation on proposed ODC amendments to create a full-service hotel CUP exemption (Item F during the November 25 public hearing),[4] that exemption is not in effect. (See Exh. B, pp. 1 [par. 3], 3 [par. 2]; see also ODC § 1.01.015.H.) The Commission's Agenda Report states that the PDEV was filed in May 2025.[5] Therefore, the plain language of the ODC requires a CUP requirement.

2. **Land Use Consistency**: The EIR Addendum does not adequately address land use inconsistency created by the Project, such as the failure to comply with existing land use regulations (e.g., hotel CUP requirement discussed above).[6] This should have been addressed in the EIR Addendum.

3. **Project Piecemealing**: The City has taken steps towards approval of the bigger hotel Project before completing the instant EIR Addendum, such as approving the DDA in February, which may constitute improper CEQA piecemealing and pre-commitment. (Exh. A, PDF p. 29 [section II.4]; Exh. B, pp. 2-3.) The bureaucratic and financial momentum created by the City's prior actions has seemingly turned the current EIR Addendum into a *post hoc rationalization* to support the City's earlier decision. (See *Save Tara v City of W. Hollywood* (2008) 45 Cal.4th 116, 135, 138-139.) As a *practical matter*, the City has improperly committed itself to approving the 226-room hotel Project without adequate mitigation measures. (Id., at p. 139.)

4. **Restated Development Agreement**. According to the EIR Addendum, the City is considering an Amended and Restated Development Agreement ("DA") between the City and Developer.[7] Under the Code, DAs must be recommended by the Planning Commission and approved by the City Council. (ODC § 4.01.015.B & .D.) However, the details of this DA are not disclosed and appear to be piecemealed from the Commission's consideration of the other Project Approvals.

5. **Energy, GHG, VMT Impacts**: In February 2025, the City approved the DDA without completing CEQA review, or adequately considering the potential increased impacts or additional mitigation measures. (See Exh. A, PDF pp. 8-9 [pars 16-24].) Local 11 alleged that additional feasible measures were available to minimize impacts, such as measures to reduce vehicle miles traveled ("VMT") and greenhouse gas ("GHG") emissions. The EIR Addendum shows that the Modified Project, as compared to the Approved Project in 2024, the Modified Project would increase *energy consumption* (e.g., electricity, natural gas, transportation energy), *GHG emissions* from vehicle trips and building space energy needs

1-1

[3] See also ODC, Chapter 5.0, p. 5.02-30 (Tbl. 5.02-1 Land Use Matrix), pp. 5.03-79 – 5.03-80 (Section 5.03.250 CUP requirement).
[4] See PC Agenda Report, PDF pp. 4, 118, 1474 (Item F).
[5] Ibid., at PDF p. 608.
[6] Ibid., at PDF pp. 718-719.
[7] Ibid., at PDF pp. 638-641.

(e.g., 468 additional MTCO2e/yr), and increase *vehicle trips* under some scenarios analyzed (e.g., during some scenarios). (Exh. B, pp. 3-4.[8]) However, the Addendum applies no additional mitigation and relies on previously approved mitigation measures.[9] However, prior measures remain inadequate, and the Addendum does not adequately consider feasible measures that could further mitigate impacts, such as the numerous recommendations from the California Air Pollution Control Officers Association ("CAPCOA").[10] (Exh. A, PDF pp. 28-29.) For example: 1-1 (CONT.)

- *Prior Mitigation Measure GHG-3* requires only CalGreen Tier 2 standards for electric vehicle ("EV") vehicle spaces.[11] However, it is not explained why additional mitigation measures could not be required, such as requiring the entire hotel Project to meet CalGreen Tier 2 standards (beyond just EV parking requirements) and/or to obtain LEED certification. Nor is it explained what CAPCOA measures were considered but found infeasible.[12] 1-2

- *Prior Mitigation Measure GHG-4* requires a 100-point score under Table 6 of the City's Community Climate Action Plan ("CCAP").[13] However, it is not explained what Table 6 reduction measures will be required and/or feasible as the Project is currently proposed.[14] This analysis is being deferred to the certificate of occupancy stage, which is after many decisions have already been made for the hotel Project (e.g., design, scale, roof elements, solar panel systems, landscaping, paving materials, mechanical systems, etc.). Nor is it explained what CAPCOA measures were considered but found infeasible.[15] 1-3

- *Prior Mitigation Measure TRAF-1a* calls for traffic demand management ("TDM") measures to be implemented at the building permit phase.[16] However, it is not explained what TDMs were considered but found infeasible. Moreover, it references four specific measures, one of which includes a "voluntary" commuter trip reduction ("CTR") program, which is less effective than a mandatory CTR program that provides for various TDM measures, a specific performance goal, and monitoring. (Exh. A, PDF p. 36.[17]) Nor is it explained what CAPCOA measures were considered but found infeasible.[18] 1-4

[8] Ibid., at PDF pp. 692-695 (energy impact section), pp. 700-706 (GHG impact section), pp. 730-736 (transportation impact section).
[9] Ibid., PDF pp. 693, 703, 705-706, 732, 747-771 (MMRP).
[10] See CAPCOA (Dec. 2021) Handbook, pp. 31-32, 47-60 (identifying numerous measures related to transportation (T-1 – T-54), energy (E-1 - E-25), water (W-1 – W-7), lawn and landscaping (LL-1 – LL-3), solid waste (S-1 – S-5), construction (C-1-A – C-4), natural working lands (N-1 – N-6), refrigerants (R-1 – R-7), misc. (M-1 – M-5)).
[11] See PC Agenda Report, PDF p. 705.
[12] Supra fn. 10 (such as measures related to energy, water, misc.)
[13] See PC Agenda Report, PDF pp. 705, 764.
[14] City (Mar. 2023) CCAP, PDF pp. 29-34 (table 6).
[15] Supra fn. 10 (such as measures related to energy, water, misc.)
[16] See PC Agenda Report, PDF p. 766.
[17] Supra fn. 10, pp. 83-88 (compare measure T-5 [voluntary CTR program] with measure T-6 [mandatory CTR program]).
[18] Supra fn. 10 (such as measures related to transportation).

6. **MISC Issues**. The EIR Addendum presents various issues not adequately addressed and/or worth further consideration, such as the following:

- The EIR Addendum suggests that the impacts from the Modified Project were anticipated in the certified EIR because the Modified Project would reduce the *overall reduction in commercial uses*.[19] However, this presumes that all commercial uses are analogous and have similar impact profiles, which the Addendum does not adequately explain or justify and does not seem supported by the evidence. For example, commercial uses are routinely distinguished from one another to account for their unique impacts (e.g., traffic, ITE trip rates, CalEEMod emission modeling, zoning codes, and land-use compatibility). Additionally, the Addendum shows that the Modified Project will entail increased energy consumption, greater GHG emissions, and more vehicle trips under certain circumstances (discussed supra issue 5). Furthermore, the Approved Project considered only 100 hotel rooms as compared to the Modified Project's 220+ hotel rooms. Hence, the Addendum's assertion about reductions in commercial uses appears inadequately supported. 1-5

- The EIR Addendum, while providing some information about vehicle trips,[20] does not include a specific VMT study that clearly discloses the Modified Project's VMT impacts. Various issues were identified by expert traffic comments regarding the City staff's prior assumptions about the bigger hotel Project (summarized in a single presentation slide during the February DDA approval). (EXH. A, PDF pp. 32-36.) These issues have not been adequately addressed. For example, the Addendum does not explain or justify its use of a 50% internal hotel internalization rate, disclose the VMT lengths for the various uses, disclose the total VMT generated by the Modified Project, or explain why more robust VMT measures are not feasible (e.g., mandatory CTR). A complete VMT study should be provided. 1-6

- In February 2025, City staff suggested that the larger hotel Project would nevertheless generate fewer vehicle trips. (See Exh. A, PDF p. 33 [referencing single presentation slide].) However, the EIR Addendum states that vehicle trips will increase under certain circumstances.[21] Additionally, based on the EIR Addendum's CalEEMod output files (buried in the 1800+ page Commission Report), the Modified Project seems to generate approximately 315,000 *more* VMTs per year as compared to the Approved Project.[22] This seems to confirm that the Modified Project was not anticipated in the 2024 EIR and that it would increase VMTs (and associated mobile emissions). Yet, the Addendum does not adequately explain why additional mitigation measures are not feasible (e.g., mandatory CTR program). This seems to be a post-hoc rationalization of its prior decision to approve the 226-room hotel Project (discussed supra item 3). 1-7

[19] See PC Agenda Report, PDF p. 731.
[20] Ibid., at PDF pp. 800-801, 807, 810.
[21] See PC Agenda Report, PDF pp. 692-693, 731, 800.
[22] Compare ibid., at PDF pp. 819, 856 (Modified Project generating 28,911,022 VMTs per year) with PDF pp. 871, 899 (Approved Project generating 28,595,268 VMTs per year).

- The EIR Addendum cites California regulations that involve fuel efficiency, which will, over time, reduce emissions generated by the Modified Project and the ORSC area.[23] However, California regulations are currently under challenge from the federal government, which may block implementation of California vehicle emissions mandates.[24] This is not adequately addressed in the Addendum. Nor does the Addendum Explore replacement mitigation if these emissions reductions are not realized. 1-8

Local 11 reserves the right to supplement these comments at future hearings and proceedings for this Project. (See *Galante Vineyards v. Monterey Peninsula Water Management Dist.* (1997) 60 Cal.App.4th 1109, 1120 [CEQA litigation not limited only to claims made during EIR comment period].) To the extent not already on the notice list, please place this office on the notification list for all notices of CEQA actions and any approvals, Project CEQA determinations, or public hearings to be held on the Project under state or local law requiring local agencies to mail such notices to any person who has filed a written request for them. (See e.g., Pub. Res. Code §§ 21092.2, 21167(f) and Gov. Code § 65092.) Please send notice by electronic and regular mail to this office.

Sincerely,

Jordan R. Sisson, Esq.
Attorney for UNITE HERE Local 11

[Attachments following page]

[23] Ibid., at PDF pp. 693, 798, 801.

[24] See e.g., California Attorney General (6/12/25) California Will Not Waver in Defending Itself from Federal Overreach: Attorney General Bonta Sues Trump Administration for Attack on California's Clean Vehicles Program, https://oag.ca.gov/news/press-releases/california-will-not-waver-defending-itself-federal-overreach-attorney-general#:~:text=LOS%20ANGELES%20%E2%80%93%20California%20Attorney%20General,does%20not%20apply%20to%20waivers.; Jones Day (8/15/25) Active Battle Over the California Clean Air Act Waiver Continues, https://www.jonesday.com/en/insights/2025/08/active-battle-over-the-california-clean-air-act-waiver-continues -:~:text=California's%20ability%20to%20set%20its,Omnibus%20Low%20NOX%22%20Rule.; White House (6/12/25) Statement By The President, https://www.whitehouse.gov/briefings-statements/2025/06/statement-by-the-president/; CEB (12/4/25) Active Battle Over the California Clean Air Act Waiver Continues, https://research.ceb.com/posts/ironically-the-trump-administrations-rollback-of-californias-emissions.

Attachment B:
Updated Trip Generation Comparison

					Trip Generation Rates (11th Edition)							Estimated Trip Generation (11th Edition)						
					Daily Rate	AM Peak			PM Peak			Daily	AM Peak			PM Peak		
	ORSC EIR	Data Source	Quantity	Unit		Rate	%In	%Out	Rate	%In	%Out	Trips	In	Out	Total	In	Out	Total
PA 2																		
Retail	45,000 sq ft	ITE Code 821-Shopping Plaza	22.5	KSF	67.52	1.73	62%	38%	5.19	49%	51%	1519	24	15	39	58	59	117
		ITE Code 930-Fast Casual Restaurant	22.5	KSF	97.14	1.43	50%	50%	12.55	55%	45%	2186	16	17	33	155	127	282
Hotel	0																	
PA 3																		
Retail	21,000 sq ft	ITE Code 821-Shopping Plaza	10.5	KSF	67.52	1.73	62%	38%	5.19	49%	51%	709	11	7	18	27	28	55
		ITE Code 930-Fast Casual Restaurant	10.5	KSF	97.14	1.43	50%	50%	12.55	55%	45%	1020	8	8	16	72	59	131
Hotel	70,000 sq ft/100 rooms	ITE Code 310-Hotel	100	Keys	7.99	0.46	56%	44%	0.59	51%	49%	799	26	20	46	30	29	59
PA 4																		
Retail	114,000 sq ft	ITE Code 821-Shopping Plaza	7	KSF	67.52	1.73	62%	38%	5.19	49%	51%	473	8	5	13	18	19	37
		ITE Code 930-Fast Casual Restaurant	7	KSF	97.14	1.43	50%	50%	12.55	55%	45%	680	5	5	10	48	40	88
		Chicken 'n Pickle San Antonio Data	12	Courts	124.4	4.6	93%	7%	11.7	68%	32%	1493	51	4	55	95	45	140
											Lodging and Retail Total	8879	149	81	230	503	406	909
											Hotel Internalization Reduction (20% of Hotel Trips)	-160	-5	-4	-9	-6	-6	-12
											Retail Internalization Reduction (10% of Retail Trips)	-659	-7	-6	-13	-38	-33	-71
											Lodging and Retail Total Subtotal	**8060**	**137**	**71**	**208**	**459**	**367**	**826**

					Trip Generation Rates (11th Edition)							Estimated Trip Generation (11th Edition)						
					Daily Trips	AM Peak			PM Peak			Daily	AM Peak			PM Peak		
	Revised	Data Source	Quantity	Unit		Rate	%In	%Out	Rate	%In	%Out	Trips	In	Out	Total	In	Out	Total
PA 2																		
Retail	35,055.44 sq ft	ITE Code 821-Shopping Plaza	17.53	KSF	67.52	1.73	62%	38%	5.19	49%	51%	1184	19	12	31	45	46	91
		ITE Code 930-Fast Casual Restaurant	17.53	KSF	97.14	1.43	50%	50%	12.55	55%	45%	1703	13	13	26	121	99	220
Hotel	226 Rooms	ITE Code 310-Hotel	226	Keys	7.99	0.46	56%	44%	0.59	51%	49%	1806	58	46	104	68	65	133
PA 3																		
Retail	10,000 sq ft	ITE Code 821-Shopping Plaza	5	KSF	67.52	1.73	62%	38%	5.19	49%	51%	338	5	4	9	13	13	26
		ITE Code 930-Fast Casual Restaurant	5	KSF	97.14	1.43	50%	50%	12.55	55%	45%	486	4	4	8	35	28	63
Hotel	0																	
PA 4																		
Retail	36,512.54 sq ft	ITE Code 821-Shopping Plaza	18.26	KSF	67.52	1.73	62%	38%	5.19	49%	51%	1233	20	13	33	46	48	94
		ITE Code 930-Fast Casual Restaurant	18.26	KSF	97.14	1.43	50%	50%	12.55	55%	45%	1774	13	14	27	126	103	229
											Lodging and Retail Total	8524	132	106	238	454	402	856
											Hotel Internalization Reduction (20% of Hotel Trips)	-361	-12	-9	-21	-14	-13	-27
											Retail Internalization Reduction (10% of Retail Trips)	-672	-7	-6	-13	-39	-34	-72
											Lodging and Retail Total Subtotal	**7491**	**113**	**91**	**204**	**401**	**355**	**757**
											PROPOSED - APPROVED (TYPICAL WEEKDAY WITH STADIUM EVENT)	***-569***	***-24***	***20***	***-4***	***-58***	***-12***	***-69***

					Trip Generation Rates (11th Edition)				Estimated Trip Generation (11th Edition)			
					Daily Rate	Midday Peak Hour			Daily	Midday Peak Hour		
	ORSC EIR	Data Source	Quantity	Unit		Rate	%In	%Out	Trips	In	Out	Total
PA 2												
Retail	45,000 sq ft	ITE Code 821-Shopping Plaza	22.5	KSF	81.07	6.22	52%	48%	1824	73	67	140
		ITE Code 930-Fast Casual Restaurant	22.5	KSF	97.14	32.64	55%	45%	2186	404	330	734
Hotel	0											
PA 3												
Retail	21,000 sq ft	ITE Code 821-Shopping Plaza	10.5	KSF	81.07	6.22	52%	48%	851	34	31	65
		ITE Code 930-Fast Casual Restaurant	10.5	KSF	97.14	32.64	55%	45%	1020	188	154	342
Hotel	70,000 sq ft/100 rooms	ITE Code 310-Hotel	100	Keys	8.07	0.72	56%	44%	807	40	32	72
PA 4												
Retail	114,000 sq ft	ITE Code 821-Shopping Plaza	7	KSF	81.07	6.22	52%	48%	567	23	21	44
		ITE Code 930-Fast Casual Restaurant	7	KSF	97.14	32.64	55%	45%	680	126	103	229
		Chicken 'n Pickle San Antonio Data	12	Courts	238	11.2	59%	41%	2856	79	55	134
								Lodging and Retail Total	10791	967	793	1760
								Hotel Internalization Reduction (50% of Hotel Trips)	-404	-20	-16	-36
								Retail Internalization Reduction (33% of Retail Trips)	-2352	-280	-233	-513
								Lodging and Retail Total Subtotal	**8035**	**667**	**544**	**1211**

					Trip Generation Rates (11th Edition)				Estimated Trip Generation (11th Edition)			
					Daily Trips	Midday Peak Hour			Daily	Midday Peak Hour		
	Revised	Data Source	Quantity	Unit		Rate	%In	%Out	Trips	In	Out	Total
PA 2												
Retail	35,055.44 sq ft	ITE Code 821-Shopping Plaza	17.53	KSF	81.07	6.22	52%	48%	1421	57	52	109
		ITE Code 930-Fast Casual Restaurant	17.53	KSF	97.14	32.64	55%	45%	1703	315	257	572
Hotel	226 Rooms	ITE Code 310-Hotel	226	Keys	8.07	0.72	56%	44%	1824	91	72	163
PA 3												
Retail	10,000 sq ft	ITE Code 821-Shopping Plaza	5	KSF	81.07	6.22	52%	48%	405	16	15	31
		ITE Code 930-Fast Casual Restaurant	5	KSF	97.14	32.64	55%	45%	486	90	73	163
Hotel	0											
PA 4												
Retail	36,512.54 sq ft	ITE Code 821-Shopping Plaza	18.26	KSF	81.07	6.22	52%	48%	1480	59	55	114
		ITE Code 930-Fast Casual Restaurant	18.26	KSF	97.14	32.64	55%	45%	1774	328	268	596
								Lodging and Retail Total	9093	956	792	1748
								Hotel Internalization Reduction (50% of Hotel Trips)	-365	-18	-14	-33
								Retail Internalization Reduction (33% of Retail Trips)	-727	-87	-72	-159
								Lodging and Retail Total Subtotal	**8001**	**851**	**706**	**1556**
								PROPOSED - APPROVED (SATURDAY WITH ONE TOURNAMENT - NO BASEBALL STADIUM USE)	***-34***	***184***	***162***	***345***

					Trip Generation Rates (11th Edition)				Estimated Trip Generation (11th Edition)			
					Daily Rate	Peak Hour of Arrival (5-6PM)			Daily	Peak Hour of Arrival (5-6PM)		
	ORSC EIR	Data Source	Quantity	Unit		Rate	%In	%Out	Trips	In	Out	Total
PA 2												
Retail	45,000 sq ft	ITE Code 821-Shopping Plaza	22.5	KSF	81.07	6.22	52%	48%	1824	73	67	140
		ITE Code 930-Fast Casual Restaurant	22.5	KSF	97.14	32.64	55%	45%	2186	404	330	734
Hotel	0											
PA 3												
Retail	21,000 sq ft	ITE Code 821-Shopping Plaza	10.5	KSF	81.07	6.22	52%	48%	851	34	31	65
		ITE Code 930-Fast Casual Restaurant	10.5	KSF	97.14	32.64	55%	45%	1020	188	154	342
Hotel	70,000 sq ft/100 rooms	ITE Code 310-Hotel	100	Keys	8.07	0.72	56%	44%	807	40	32	72
PA 4												
Retail	114,000 sq ft	ITE Code 821-Shopping Plaza	7	KSF	81.07	6.22	52%	48%	567	23	21	44
		ITE Code 930-Fast Casual Restaurant	7	KSF	97.14	32.64	55%	45%	680	126	103	229
		Chicken 'n Pickle San Antonio Data	12	Courts	238	17.8	58%	42%	2856	124	90	214
								Lodging and Retail Total	10791	1012	828	1840
								Hotel Internalization Reduction (50% of Hotel Trips)	-404	-20	-16	-36
								Retail Internalization Reduction (33% of Retail Trips)	-2352	-280	-233	-513
								Lodging and Retail Total Subtotal	**8035**	**712**	**579**	**1291**

					Trip Generation Rates (11th Edition)				Estimated Trip Generation (11th Edition)			
					Daily Trips	Peak Hour of Arrival (5-6PM)			Daily	Peak Hour of Arrival (5-6PM)		
	Revised	Data Source	Quantity	Unit		Rate	%In	%Out	Trips	In	Out	Total
PA 2												
Retail	35,055.44 sq ft	ITE Code 821-Shopping Plaza	17.53	KSF	81.07	6.22	52%	48%	1421	57	52	109
		ITE Code 930-Fast Casual Restaurant	17.53	KSF	97.14	32.64	55%	45%	1703	315	257	572
Hotel	226 Rooms	ITE Code 310-Hotel	226	Keys	8.07	0.72	56%	44%	1824	91	72	163
PA 3												
Retail	10,000 sq ft	ITE Code 821-Shopping Plaza	5	KSF	81.07	6.22	52%	48%	405	16	15	31
		ITE Code 930-Fast Casual Restaurant	5	KSF	97.14	32.64	55%	45%	486	90	73	163
Hotel	0											
PA 4												
Retail	36,512.54 sq ft	ITE Code 821-Shopping Plaza	18.26	KSF	81.07	6.22	52%	48%	1480	59	55	114
		ITE Code 930-Fast Casual Restaurant	18.26	KSF	97.14	32.64	55%	45%	1774	328	268	596
								Lodging and Retail Total	9093	956	792	1748
								Hotel Internalization Reduction (50% of Hotel Trips)	-365	-18	-14	-33
								Retail Internalization Reduction (33% of Retail Trips)	-727	-87	-72	-159
								Lodging and Retail Total Subtotal	**8001**	**851**	**706**	**1556**
								PROPOSED - APPROVED (SATURDAY WITH STADIUM EVENT - NO FIELD TOURNAMENTS)	**-34**	**139**	**127**	**265**

PLANNING COMMISSION AGENDA REPORT

November 25, 2025

303 East B Street, Ontario, California 91764 Phone: 909.395.2036 / Email: PlanningDirector@OntarioCA.gov

FILE NO: PDEV25-007

SUBJECT: A Development Plan to construct a 226 room hotel totaling 183,609 square feet (including a 158,272 square foot hotel and 25,337 square feet of commercial uses) on 3.41 acres of land located south of Riverside Drive and east of Hellman Avenue within the CCS (Convention Center Services Commercial) zoning district; (APNs: 218-111-67, 218-111-68, and 218-111-69); **submitted by Ontario Ranch Hotel, LLC.**

PROPERTY OWNER: Ontario Ranch Hotel, LLC

RECOMMENDED ACTION: That the Planning Commission consider and adopt a Resolution approving the use of an Addendum to the Ontario Regional Sports Complex Environmental Impact Report (State Clearinghouse No. 2023110328), certified by the City Council on July 16, 2024, and consider and adopt a Resolution approving a Development Plan (File No. PDEV25-007), pursuant to the facts and reasons contained in the staff report and attached Resolutions, and subject to the conditions of approval appended to the attached Resolutions as Attachment A.

BACKGROUND: On May 2, 2025, the Applicant submitted a Development Plan for a 226 room hotel dual-branded hotel (Ontario Residence Inn and Aloft Hotel) totaling 183,609 square feet with commercial and retail space on 3.41 acres of land within the Ontario Regional Sports Complex (ORSC).

On November 17, 2025, the Development Advisory Board conducted a public hearing regarding the Development Plan and recommended that the Planning Commission approve File No. PDEV25-007.

The Ontario Regional Sports Complex Environmental Impact Report (ORSC EIR) (State Clearinghouse No. 2023110328) was certified on July 16, 2024, and evaluated the development of a variety of recreational opportunities on an approximately 199-gross-acre site. The land use plan under the ORSC EIR comprised 7 planning areas (PA) – Baseball Stadium (PA 1); Commercial Retail (PA 2), Baseball Stadium Retail-Hospitality (PA 3), Baseball Stadium Retail -Hospitality South (PA 4), City Park-Active Fields (PA 5), City Park-Indoor Athletic Facility (PA 6), and Community Recreation Center (PA 7). The ORSC EIR evaluated PA 2 as containing retail uses and PA 3 containing both commercial and hotel land uses; here, the proposed hotel Project would be located in PA 2.

Case Planner:	Thomas Grahn
Planning Director Approval:	
Submittal Date:	May 2, 2025

Hearing Body	*Date*	*Decision*	*Action*
DAB	11/17/2025	Approval	Recommend
PC	11/25/2025	Approval	Final
CC			

The ORSC EIR evaluated the direct physical effects and reasonably foreseeable indirect environmental impacts resulting from implementation of the overall ORSC, with a particular focus on land use changes associated with buildout of the site and the effects of resulting employment growth in the City. The proposed Project would relocate the hotel use from Planning Area 3 to Planning Area 2, along with a corresponding relocation of associated commercial uses. This Addendum to the ORSC EIR assesses the proposed Project and the related adjustments in land use distribution.

PROJECT SETTING: The Project site consists of 3.41 acres of land located at the northeast corner of Hellman Avenue and "C" Street within the CCS (Convention Center Services Commercial) zoning district, which is depicted in Exhibit A: Project Location Map. The project site is vacant and was graded as part of the mass grading for the sports complex. The site is relatively flat with a gentle unnoticeable slope from north to south. There is no vegetation currently on site. Surrounding land uses to the immediate north, east, and south are within the Ontario Sports Empire and are vacant. The Ontario Sports Empire baseball stadium is located immediately to the west. The existing surrounding land uses, zoning, and Policy Plan (general plan) and specific plan land use designations are summarized in Table 1: Surrounding Zoning & Land Uses.

PROJECT ANALYSIS:

(1) Development Plan (File No. PDEV25-007)

(a) Site Design/Building Layout — The Project consists of a 183,609-square-foot dual-brand hotel and commercial building containing 226 guest rooms — 127 rooms for the Residence Inn and 99 rooms for the Aloft Hotel. The development will feature destination dining, retail space, a conference center, a fitness center, public gathering areas, and a range of guest amenities. The primary hotel entrance and lobby are located on the north elevation, while the conference center entrance is situated on the east elevation. The proposed restaurant uses (café and fast-food) are located along the west elevation with direct access from the public sidewalk, and Legends Attic, a sports-themed museum, will be directly accessible from the public sidewalk and entrances along the south elevation.

The hotel building is located on a 2.37-acre parcel. While this parcel accommodates the hotel structure and a portion of the required parking, the overall Project site encompasses 3.41 acres. As a result, the majority of the required parking will be located on the remaining 1.04 acres of land within the Ontario Sports Empire area, currently owned by the City.

The hotel's primary entrance features a porte-cochère with decorative pavers and enhanced landscaping, creating a prominent and welcoming arrival experience. The first floor includes the shared dual-brand lobby serving both the Residence Inn and Aloft Hotel, along with guest amenities such as a lounge, an upscale café, a fast-food

establishment (Yogurtland), a pantry retail area, a fitness center, a conference center, and Legends Attic.

Guest suites with contemporary amenities are located on the second through fourth floors. The fifth floor contains additional guest rooms as well as the Aloft lobby and bar, which opens onto an outdoor deck and balcony offering elevated views of the Ontario Sports Empire baseball stadium and an activated social space.

(b) Site Access/Circulation — Access to the Project site will be provided via 3 driveways, one from each of the surrounding streets: Hellman Avenue to the west, "C" Street to the south, and "A" Street to the east. The driveways on Hellman Avenue and "A" Street will be shared with the parcel located north of the Project site. The driveway on "C" Street will provide direct access to the parking area located east of the hotel.

Internal circulation will be accommodated by an east–west drive aisle located north of the hotel, connecting the Hellman Avenue and "A" Street entrances and providing access to the parking area to the north. A north–south drive aisle will provide additional internal circulation by connecting "C" Street to the parking area east of the hotel.

(c) Parking — The hotel is required to provide 233 vehicle parking spaces in accordance with Development Code Table 6.03-1 (Off-Street Parking Requirements), which establishes a base requirement of one parking space per sleeping room, plus additional parking for associated uses. The dual-brand hotel includes 226 guest rooms and a maximum of 7 daytime employees, and a total of 242 parking spaces are proposed. Therefore, the Project exceeds the minimum parking requirement for the hotel component.

In addition, the Project includes 5,151 square feet of restaurant uses, consisting of a 3,823-square-foot café and a 1,328-square-foot fast-food establishment (Yogurtland). The Development Code requires 10 parking spaces per 1,000 square feet of gross floor area for restaurant uses and 13.3 parking spaces per 1,000 square feet for fast-food uses (both calculations include outdoor seating areas up to 25 percent of gross floor area). Based on these standards, the café requires 38 parking spaces, and the fast-food use requires 18 parking spaces, for a combined requirement of 56 parking spaces.

The Development Code allows joint use of parking facilities where peak parking demand for individual uses occurs at different times. Staff has found that hotel and restaurant uses typically experience differing peak demand periods, such that shared parking can be accommodated without affecting operational needs. As such, the total parking supply is expected to sufficiently serve both the hotel and restaurant components.

However, due to the configuration of the Project site and adjacent parcels, a nominal amount of parking is located directly on the hotel parcel. The remaining required parking will be provided on adjoining parcels to the north and east, as well as through on-street parking located south of the site. To ensure long-term availability of required parking and

access, the conditions of approval require the applicant to either: (a) acquire the adjacent parcels necessary to accommodate the required parking, or (b) enter into a recorded reciprocal parking and access agreement ensuring ongoing shared parking and access rights for hotel operations.

(d) Architecture — The Applicant proposes a contemporary architectural design, as shown in the elevations and renderings in Exhibit D: Elevations. The building incorporates a variety of materials, colors, and design features to establish a visually cohesive and distinctive appearance. Key architectural elements include:

- **Articulated Building Form:** The building footprint and massing incorporate multiple shifts in wall planes and rooflines, creating variation in height, mass, and scale to provide visual interest and reduce the perception of bulk.
- **Diverse Exterior Materials and Finishes:** The design features a mix of stone veneer, wood siding, metal cladding, stucco, glazing systems, aluminum storefront framing, and painted steel elements, contributing to a textured and layered façade.
- **Coordinated Color Palette:** The primary color scheme of the proposed building would include varying shades of white, browns, blacks, and greys and would be further accented with blue steel and decorative wood siding panels, complemented by strategically placed accent colors to highlight building features. Notably, the rooftop deck and balcony at the northwest corner are emphasized with a bold blue accent.
- **Primary Hotel Entrance:** The main entrance on the north elevation is marked by a prominent porte-cochère, enhanced with decorative stone veneer and metal columns, establishing a defined and welcoming arrival point.
- **Conference Center Entrance:** A secondary entrance for the conference center on the east elevation is similarly highlighted with its own porte-cochère and decorative column and stone treatments.
- **Roofline Variation:** Changes in roof forms and parapet heights, along with the use of vertical tower elements, further break up the building mass and reinforce visual interest.
- **Corner Tower Feature:** A tower element located at the southeast corner is designed to accommodate a digital signage display.

(e) Landscaping — The Project includes comprehensive landscaping along all street frontages, around the perimeter of the hotel, adjacent to pedestrian walkways, within the central recreation area, and throughout the parking areas. The Development Code requires a minimum landscape coverage of 13 percent; the Project exceeds this requirement by providing approximately 17 percent (23,767 square feet) of on-site landscaping. Given the hotel's proximity to the baseball stadium, enhanced landscape treatments will be installed along Hellman Avenue and "C" Street. Conditions of approval specify the use of expanded rights-of-way with tree wells, rather than traditional parkway strips, to better accommodate larger pedestrian volumes associated with stadium events.

The landscape palette incorporates a diverse selection of trees, palms, shrubs, and groundcovers to create visual interest and seasonal variation. Proposed plant materials include:

- **Trees:** California Sycamore, Fern Pine, Brisbane Box, Jacaranda, and Purple Orchid
- **Palms:** Date Palm and Mexican Fan Palm
- **Shrubs and Groundcovers:** Blue Flame Agave, Japanese Boxwood, Juniper, Lily, Hawthorne, Philodendron, Bird of Paradise, and Jasmine

(f) Signage — All Project signage is required to comply with sign regulations provided in Ontario Development Code Division 8.1. Prior to the issuance of a Building Permit for the installation of any new on-site signage, the Applicant is required to submit Sign Plans for Planning Department review and approval.

(g) Utilities (drainage, sewer) — Public utilities (water and sewer) are available to serve the Project. Furthermore, the Applicant has submitted a Preliminary Water Quality Management Plan (PWQMP), which establishes the Project's compliance with storm water discharge/water quality requirements. The PWQMP includes site design measures that capture runoff and pollutant transport by minimizing impervious surfaces and maximizes low impact development (LID) best management practices (BMPs), such as retention and infiltration, biotreatment, and evapotranspiration. The PWQMP proposes the use of underground chambers located on the east side of the proposed hotel in the southeast quadrant of the site within the parking areas facing "A" Street. Any overflow drainage will be conveyed to the public street by way of parkway drains and culverts.

PUBLIC NOTIFICATION: The subject application was advertised as a public hearing in at least one newspaper of general circulation in the City of Ontario (the Inland Valley Daily Bulletin newspaper). In addition, notices were mailed to all owners of real property located within a minimum of 600 feet of the exterior boundaries of the property that is the subject of the hearing, as shown on the records of the County Assessor.

CORRESPONDENCE: As of the preparation of this Agenda Report, Planning Department staff has not received any written or verbal communications from the owners or occupants of properties surrounding the Project site or from the public in general, regarding the subject application.

AGENCY/DEPARTMENT REVIEWS: Each City agency/department has been provided the opportunity to review and comment on the subject application and recommend conditions of approval to be imposed upon the application. At the time of the Resolutions preparation, recommended conditions of approval were provided and are appended to the attached Resolutions as Attachment A.

AIRPORT LAND USE COMPATIBILITY PLAN (ALUCP) COMPLIANCE: The California State Aeronautics Act (Public Utilities Code Section 21670, et seq.) requires that an Airport Land Use Compatibility Plan be prepared for all public use airports in the State; and requires

that local land use plans and individual development proposals must be consistent with the policies set forth in the adopted Airport Land Use Compatibility Plan.

On April 19, 2011, the City Council of the City of Ontario approved and adopted the ONT ALUCP, establishing the Airport Influence Area for Ontario International Airport, which encompasses lands within parts of San Bernardino, Riverside, and Los Angeles Counties, and limits future land uses and development within the Airport Influence Area, as they relate to noise, safety, airspace protection, and overflight impacts of current and future airport activity. As the decision-making body for the Project, the Planning Commission 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 Planning Commission 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.

COMPLIANCE WITH THE ONTARIO PLAN: The proposed Project is consistent with the principles, goals and policies contained within the Vision, Governance, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan (TOP). More specifically, the goals and policies of TOP that are furthered by the proposed Project are as follows:

(1) City Council Goals

- Invest in the Growth and Evolution of the City's Economy.
- Operate in a Businesslike Manner.
- Ensure the Development of a Well Planned, Balanced, and Self-Sustaining Community in Ontario Ranch.

(2) Vision

Distinctive Development that integrates our varied and diverse focal points, districts, centers, corridors, and neighborhoods to provide a feeling of coherence without sacrificing uniqueness.

Commercial and Residential Development

- Development quality that is broadly recognized as distinctive and not exclusively tied to the general suburban character typical of much of Southern California.

- A system of vibrant retail, town, and neighborhood centers responsive to market demands and woven into the fabric of the community.

Development Quality

- Unique and authentic districts, centers, and corridors of varied scales that establish Ontario as one of the most vital and diverse locales in Southern California.

- Superior quality and design of the built environment and open spaces through careful attention to detail at every scale, including public and private spaces and structures.

(3) Governance

Decision Making

Goal G1: Sustained decision-making that consistently moves Ontario towards its Vision by using The Ontario Plan as a framework for assessing choices.

(4) Policy Plan (General Plan)

Land Use Element

Goal LU-2 Compatibility: Compatibility between a wide range of uses and a resultant urban patterns and forms.

- *LU-2.1 Land Use Decisions*. We minimize adverse impacts on adjacent properties when considering land use and zoning requests.

- *LU-2.2 Buffers*. We require new uses to provide mitigation or buffers between existing uses where potential adverse impacts could occur. Additional mitigation is required when new uses could negatively impact environmental justice areas.

- LU-2.6: *Infrastructure Compatibility*: We require infrastructure to be aesthetically pleasing and in context with the community character.

Goal LU-3 Flexibility: Staff, regulations and processes that support and allow flexible response to conditions and circumstances in order to achieve the Vision.

- *LU-3.1 Development Standards*. We maintain clear development standards which allow flexibility to achieve our Vision and provide objective standards that ensure predictability and deliver the intended physical outcomes.

- *LU-3.3 Land Use Flexibility*. We consider uses not typically permitted within a land use category if doing so improves livability, reduces vehicular trips,

creates community gathering places and activity nodes, and helps create identity.

Community Economics Element:

Goal CE-1 Complete Community: A complete community that provides for all incomes and stages of life.

- *CE-1.5 Business Attraction*. We proactively attract new and expanding businesses to Ontario in order to increase the City's share of growing sectors of the regional and global economy.

Goal CE-2 Placemaking: A City of distinctive neighborhoods, districts, corridors, and centers where people choose to be.

- CE-2.1 *Development Projects.* We require new development and redevelopment to create unique, high-quality places that add value to the community.

Mobility Element

Goal M-2 Active Transportation: A system of trails and corridors that facilitate and encourage active modes of transportation.

- *M-2.3 Pedestrian Walkways*. We require streets to include sidewalks and visible crosswalks at major intersections where necessary to promote safe and comfortable mobility between residential areas, businesses, schools, parks, recreation areas, and other key destination points.

Community Design Element

Goal CD-1 Image & Identity: A dynamic, progressive city containing distinct and complete places that foster a positive sense of identity and belonging among residents, visitors, and businesses.

- *CD-1.1 City Identity*. We take actions that are consistent with the City being a leading urban center in Southern California while recognizing, enhancing, and preserving the character of our existing viable neighborhoods.

- *CD-1.2 Place Types*. We establish Place Types in urban, mixed use, and transit-oriented areas to foster the City's identity as a premier community and require new development within each Place Type to incorporate prescribed urban patterns, forms, and placemaking priorities.

Goal CD-2 Design Quality: A high level of design quality resulting in neighborhoods, public spaces, parks, and streetscapes that are attractive, safe, functional, human-scale, and distinct.

- *CD-2.1 Quality Building Design and Architecture*. We encourage all development projects to convey visual interest and character through:

  1. Building volume, massing, and height to provide context-appropriate scale and proportion;

  2. A true architectural style which is carried out in plan, section, and elevation through all aspects of the building and site design and appropriate for its setting; and

  3. Exterior building materials that are articulated, high quality, durable, and appropriate for the architectural style.

- *CD-2.4 Urban, Mixed Use, and Transit-oriented Areas*. We establish Place Types to require mixed use, urban, and transit-oriented areas to be designed and developed as pedestrian oriented areas that are integrated with adjacent neighborhoods and promote a vibrant, comfortable, and functional environment, as defined for each Place Type.

- *CD-2.9 Landscape Design*. We encourage durable, sustainable, and drought-tolerant landscaping materials and designs that enhance the aesthetics of structures, create and define public and private spaces, and provide shade and environmental benefits.

- *CD-2.11 Entry Statements*. We encourage the inclusion of amenities, signage, and landscaping at the entry to neighborhoods, commercial centers, mixed use areas, industrial developments, and public places that reinforce them as uniquely identifiable places.

- *CD-2.13 Entitlement Process*. We work collaboratively with all stakeholders to ensure a high degree of certainty in the efficient review and timely processing of all development plans and permits.

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

- *CD-3.1 Unique Identity*. We promote development that heightens the unique character and identity of each Place Type by requiring compatible

land uses and land planning, site design, and building design that promotes an active public realm.

- *CD-3.2 Comfortable, Human-Scale Public Realm*. We require that public spaces, including streets, parks, and plazas on both public and private property be designed to maximize safety, comfort and aesthetics and connect to the citywide pedestrian, vehicular, and bicycle networks.

- *CD-3.3 Complete and Connected Network*. We require that pedestrian, vehicular, and bicycle circulation on both public and private property be coordinated to provide connections internally and externally to adjacent neighborhoods and properties (existing and planned) through a system of local roads and trails that promote walking and biking to nearby destinations (including existing and planned parks, commercial areas, and transit stops) and are designed to maximize safety, comfort, and aesthetics.

- *CD-3.4 Context-Aware and Appropriate Design*. We require appropriate building and site design that complements existing development, respects the intent and identity of the Place Type, and provides appropriate transitions and connections between adjacent uses to ensure compatibility of scale, maintain an appropriate level of privacy for each use, and minimize potential conflicts.

- *CD-3.5 Active Frontages*. We create lively pedestrian streetscapes by requiring primary building, business, and residential entrances, outdoor dining, and storefronts be located on ground floors adjacent to sidewalks or public spaces and designed to maximize safety, comfort, aesthetics, and the intended functionality (as defined by the Place Type).

- *CD-3.6 Managed Infrastructure*. We collaborate with developers and property owners to facilitate development that realizes the envisioned character and functionality of the Place Type through the use of green and shared infrastructure within each Place Type.

HOUSING ELEMENT COMPLIANCE: The Project is consistent with the Housing Element of the Policy Plan (general plan) component of The Ontario Plan, as the Project site is not one of the properties in the Housing Element Sites contained in Tables B-1 and B-2 (Housing Element Sites Inventory) of the Housing Element Technical Report.

ENVIRONMENTAL REVIEW: The environmental impacts of this Project were reviewed in conjunction with the Addendum to the Ontario Regional Sports Complex Environmental Impact Report (State Clearinghouse No. 2023110328), certified by the City Council on July 16, 2024, prepared for the proposed Ontario Ranch Hotel (File No. PDEV25-007). 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.

TECHNICAL APPENDIX:

Table 1: Surrounding Zoning and Land Uses

	Existing Land Use	***Policy Plan Designation***	***Zoning Designation***	***Specific Plan Land Use***
Site	Vacant	Hospitality (HOS): 1.00 FAR	CCS (Convention Center Services Commercial)	N/A
North	Vacant	Hospitality (HOS): 1.00 FAR	CCS (Convention Center Services Commercial)	N/A
South	Vacant	Hospitality (HOS): 1.00 FAR	CCS (Convention Center Services Commercial)	N/A
East	Vacant	Hospitality (HOS): 1.00 FAR	CCS (Convention Center Services Commercial)	N/A
West	Baseball Stadium	Hospitality (HOS): 1.00 FAR	CCS (Convention Center Services Commercial)	N/A

Table 2: General Site & Building Statistics

Item	***Required Min./Max.***	***Provided (Ranges)***	***Meets Y/N***
Project area (in acres):	N/A	3.41	Y
Floor Area Ratio:	1.0	1.15	Y
Maximum coverage (in %):	40	29	Y
Maximum height (in FT):	55	55-73	Y

Exhibit A: PROJECT LOCATION MAP

Exhibit B: SITE PLAN

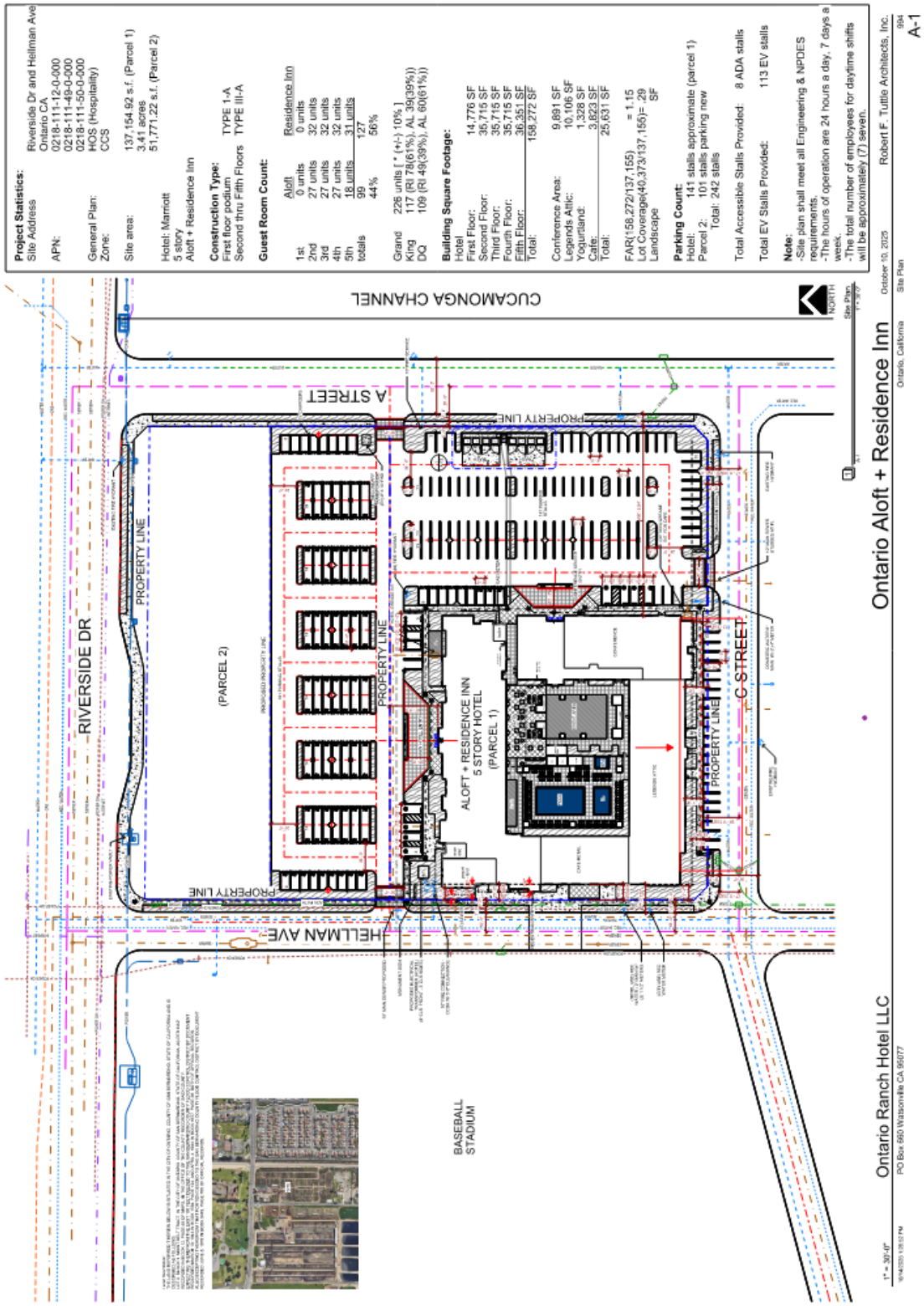
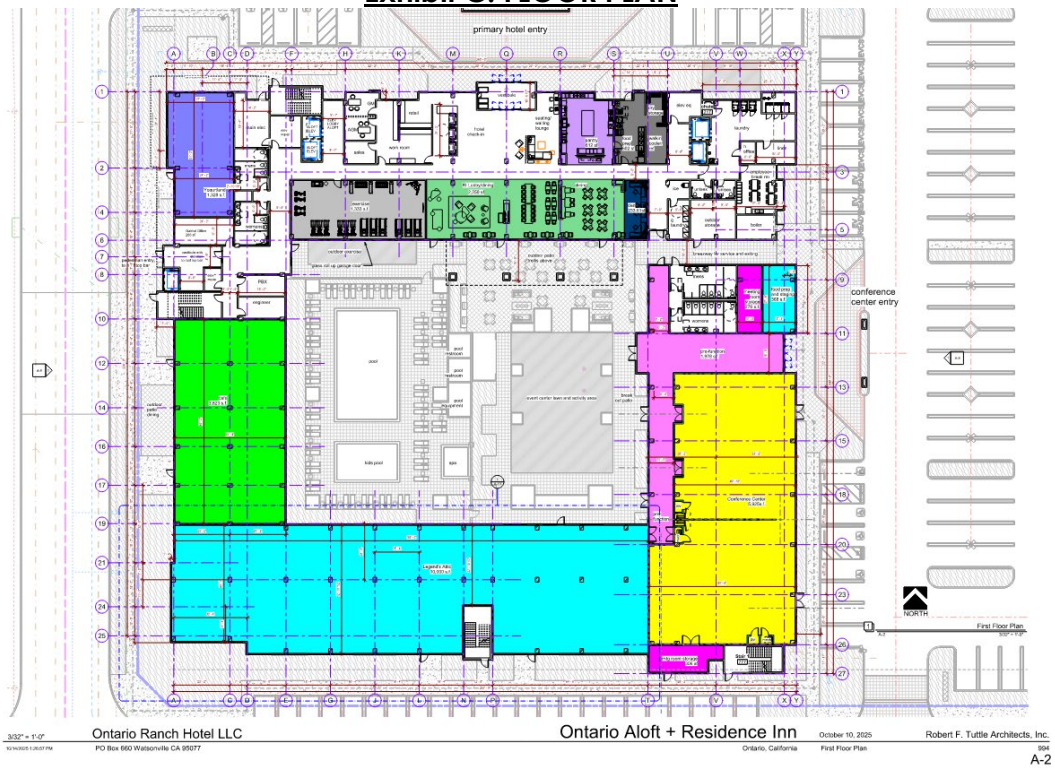


Exhibit C: FLOOR PLAN



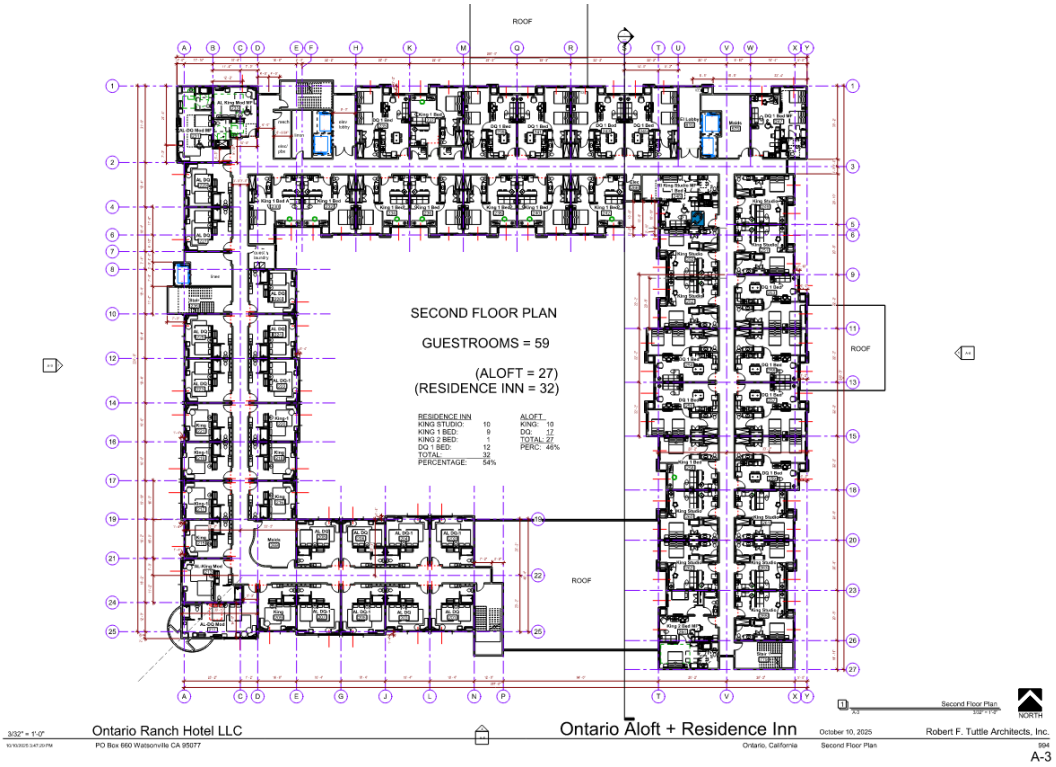


Exhibit C: FLOOR PLAN (Cont.)

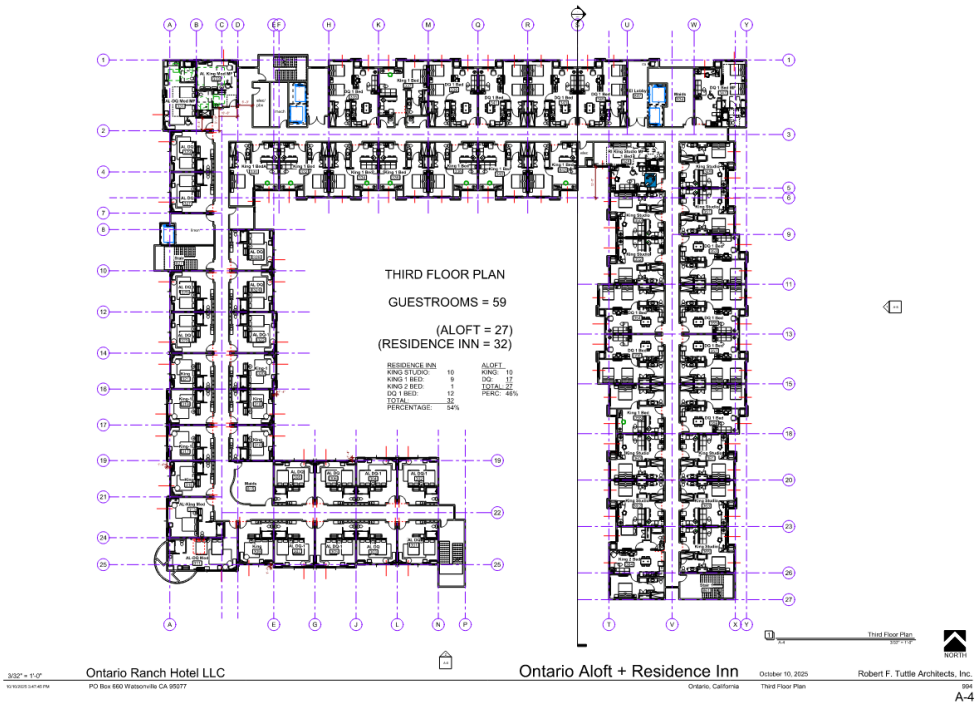


Exhibit C: FLOOR PLAN (Cont.)

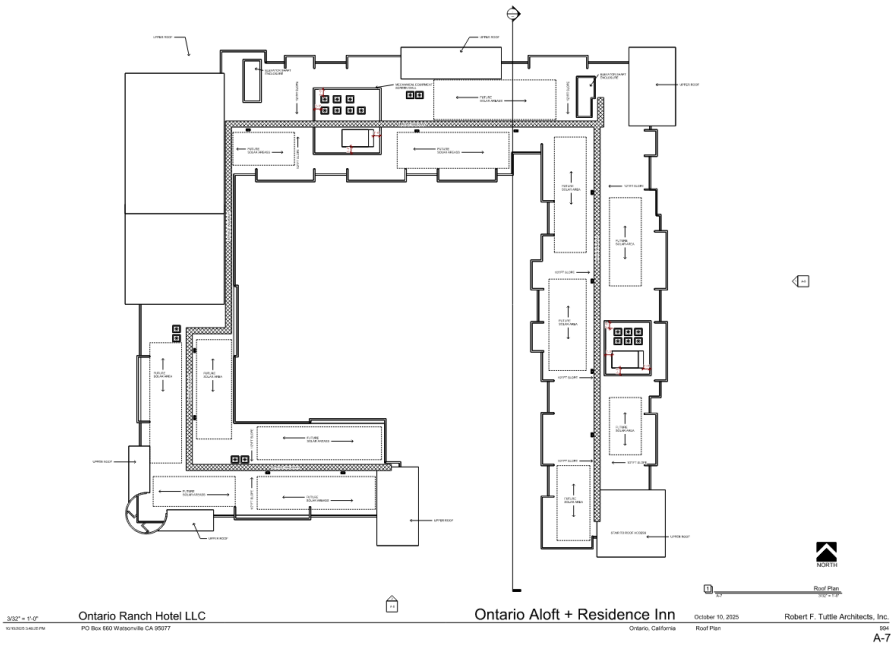


Exhibit D: EXTERIOR ELEVATIONS

Exhibit D: ELEVATIONS (Cont.)

Exhibit D: ELEVATIONS (Cont.)

Ontario Ranch Hotel LLC
PO Box 660 Walsonville CA 95077

Ontario Aloft + Residence Inn
Ontario, California

October 10, 2025
Rendering

Robert F. Tuttle Architects, Inc.
994
A-10

Exhibit E: LANDSCAPE PLAN

Exhibit E: LANDSCAPE PLAN (Cont.)

Exhibit E: LANDSCAPE PLAN (Cont.)

Attachment A:

Addendum Resolution for File No. PDEV25-007

(Document to follow this page)

RESOLUTION NO. PC25-058

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING AN ADDENDUM TO THE ONTARIO REGIONAL SPORTS COMPLEX ENVIRONMENTAL IMPACT REPORT, PURSUANT TO THE REQUIREMENTS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AS AMENDED, FOR FILE NO PDEV25-007.

WHEREAS, ONTARIO RANCH HOTELS, LLC (hereinafter referred to as Applicant) has filed an Application for the approval of a Development Plan, File No. PDEV25-007, which consists of 226 room hotel totaling 183,609 square feet (including a 158,272 square foot hotel and 25,337 square feet of commercial uses) on 3.41 acres of land, in the City of Ontario, California (hereinafter referred to as Application or Project); and

WHEREAS, the City of Ontario certified the Environmental Impact Report prepared for The Ontario Plan and associated Statement of Overriding Considerations, and issued Resolution No. 2010-003; and

WHEREAS, the City of Ontario adopted the Policy Plan (General Plan) as part of the component framework for The Ontario Plan on January 27, 2010, and issued Resolution No. 2010-004; and

WHEREAS, the City of Ontario certified the Supplemental Environmental Impact Report (SEIR), for the General Plan Amendment for The Ontario Plan 2050 Technical Update on August 16, 2022; and

WHEREAS, the Ontario Regional Sports Complex Environmental Impact Report (State Clearinghouse No. 2023110328) was certified on July 16, 2024 (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, the City of Ontario is the lead agency on the Project, and the Planning Commission is the decision-making authority for the requested approval to construct and otherwise undertake the Project; and

WHEREAS, the Planning Commission has reviewed and considered the EIR Addendum for the Project, has concluded that none of the conditions requiring preparation of a subsequent of 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, is available for inspection by any interested person at that location and is, 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 Planning Commission of the City of Ontario, as follows:

SECTION 1: ***Environmental Determination and Findings.*** As the decision-making authority for the Project, the Planning Commission 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 Planning Commission, the Planning Commission finds as follows:

(1) The environmental impacts of this Project were reviewed in conjunction with an Addendum to the Ontario Regional Sports Complex Environmental Impact Report (State Clearinghouse No. 2023110328), certified by the Ontario City Council on July 16, 2024; 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 "Local Guidelines for Implementing the California Environmental Quality Act" 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 Planning Commission; 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 Planning Commission, and the specific findings set forth in Section 1, above, the Planning Commission 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: ***Planning Commission Action.*** Based upon the findings and conclusions set forth in Sections 1 and 2, above, the Planning Commission 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 EIR, 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.

SECTION 6: ***Certification to Adoption.*** The Secretary shall certify to the adoption of the Resolution.

- - - - - - - - - - - - - -

The Secretary Pro Tempore for the Planning Commission of the City of Ontario shall certify as to the adoption of this Resolution.

I hereby certify that the foregoing Resolution was duly and regularly introduced, passed and adopted by the Planning Commission of the City of Ontario at a regular meeting thereof held on the 25th day of November 2025, and the foregoing is a full, true and correct copy of said Resolution, and has not been amended or repealed.

Nicola Ricci
Planning Commission Chairman

ATTEST:

Henry K. Noh
Planning Director and
Secretary to the Planning Commission

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

I, Gwen Berendsen, Secretary Pro Tempore of the Planning Commission of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. PC25-058 was duly passed and adopted by the Planning Commission of the City of Ontario at their regular meeting held on November 25, 2025, by the following roll call vote, to wit:

AYES: Gage, Lampkin, Marks, Ricci

NOES: None

ABSENT: Anderson, DeDiemar

ABSTAIN: None

Gwen Berendsen

Gwen Berendsen
Secretary Pro Tempore

ATTACHMENT A:

Addendum to Ontario Regional Sports Complex Environmental Impact Report

(Addendum to follow this page)

Addendum to the Ontario Regional Sports Complex Environmental Impact Report

CITY OF ONTARIO PLANNING DEPARTMENT

303 East B Street, Ontario, California 91764 Phone: 909.395.2036 / Fax: 909.395.2420

1. Project Title/File Nos.: File Nos.: PDEV25-007 – Ontario Residence Inn and Aloft Hotel

2. Lead Agency: City of Ontario-Planning Department, 303 East B Street, Ontario, CA 91764

3. Contact Person: Thomas Grahn, Phone: (909) 395-2413, Email: TGrahn@ontarioca.gov

4. Project Sponsor: Ontario Ranch Hotel LLC; PO Box 660, Watsonville, CA 95077

5. Project Location: The Project site is located in southwestern San Bernardino County, within 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. As illustrated on Figures 1, *Regional Location Map*, and 2, *Aerial Site Photograph*, below, the Project site is located at the southeastern corner of Riverside Drive and South Champions/Hellman Avenue (APNs: 218-111-12, 218-111-49, and 218-111-50). The Project site is bordered by Riverside Drive to the north, A Street to the east, South Champions/Hellman Avenue to the west, and C Street to the south. Regional access is provided via Interstate 15 (I-15), State Route 60 (SR-60), and SR-83.

6. Policy Plan (General Plan) Designation: Hospitality (HOS)

7. Zoning Designation: Convention Center Support Commercial (CCS)

8. Description of Project: The Ontario Regional Sports Complex Environmental Impact Report (ORSC EIR) (State Clearinghouse [SCH] No. 2023110328) was certified on July 16, 2024 and evaluated the development of a variety of recreational opportunities on an approximately 199-gross-acre site (ORSC site) in the City of Ontario ("Approved Project"). The City is now seeking a change to the Approved Project to allow for a 226-key hotel within Planning Area 2 instead of a 100-key hotel in Planning Area 3 ("Modified Project"). The Modified Project includes the following entitlements:

    1. An Amended and Restated Development Agreement between the City of Ontario and Ontario Ranch Hotels and Related to an Easement and pertaining to right-of-way improvements associated with an off-site easement at the southwest corner of Vineyard Avenue and Riverside Drive;

    2. A Development Plan (File No. PDEV25-007) to construct a 226-key hotel totaling 158,272 s.f. on 3.41 acres located at the southeast corner of Riverside Drive and South Champions/Hellman Avenue, within the CCS (Convention Center Service Commercial) zoning district (APN(s): 218- 111-12, 218-111-49, and 218-111-50);

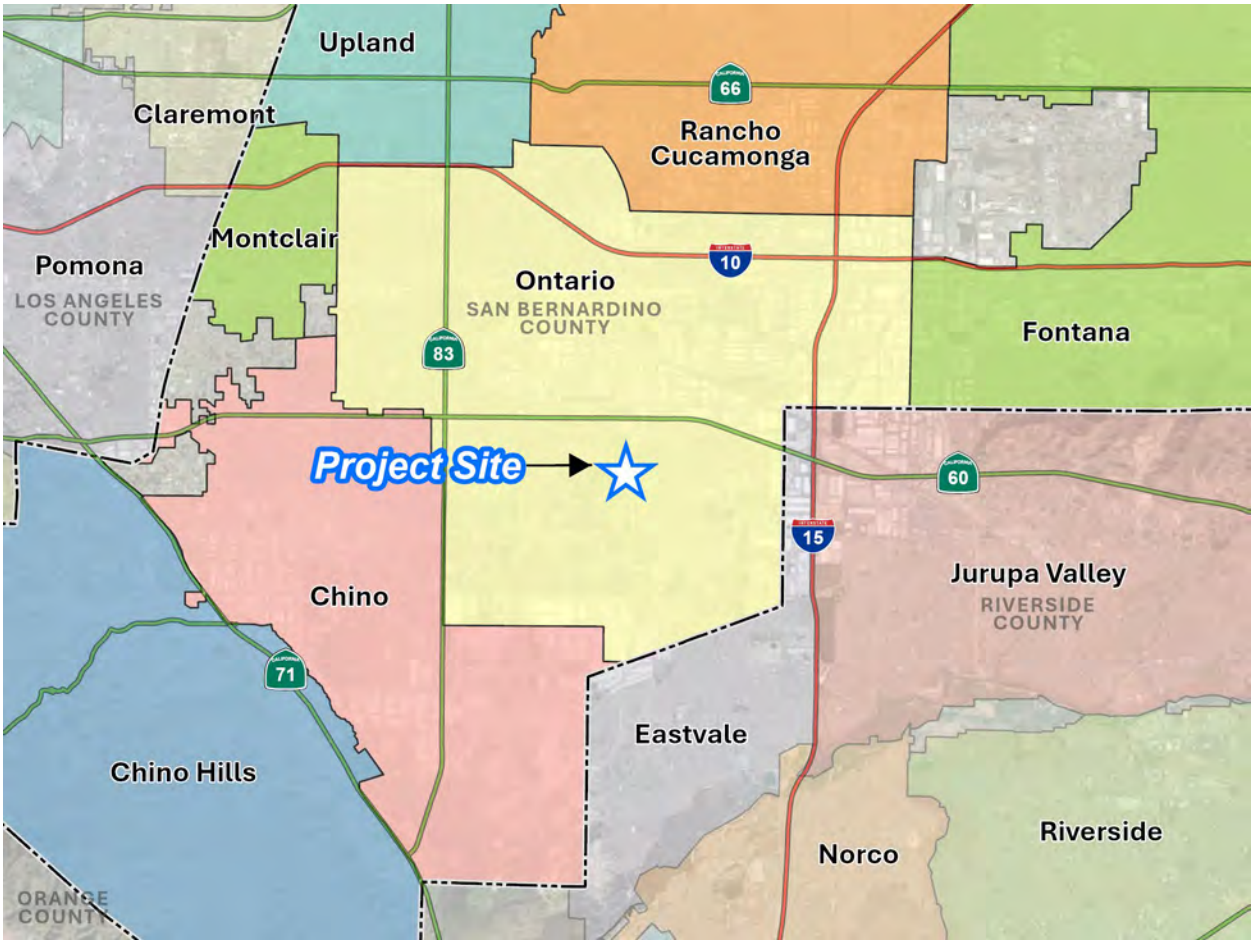


Figure 1: Regional Location Map

Nearmap Imagery Source Date: May 8, 2025

Figure 2: Aerial Site Photograph

Development Agreement

The Modified Project would include an amended and restated development agreement between the City of Ontario and Ontario Ranch Hotels for the purchase and sale of the Project site to develop the proposed hotel. The development agreement would also include an easement pertaining to right-of-way improvements associated with an off-site easement at the southwest corner of Vineyard Avenue and Riverside Avenue, which is included in the Offsite improvement area of the Certified EIR.

Development Plan (File No. PDEV25-007)

The Project Applicant seeks to develop the 3.41-acre site as a 226-key hotel with approximately 158,272 square feet (s.f.) of building area as shown on Figure 3, *Site Plan*. Other amenities in the hotel include an exercise room, an outdoor pool, spa and kiddie pool, multiple outdoor patios with an outdoor bar and fire pits, and roof top bar. The proposed hotel development also includes a 9,994 s.f. conference area, 10,215 s.f. Legends' Attic, and 5,128 s.f. of retail uses, for a total of 25,337 s.f.

Circulation and Parking

Vehicular access will be provided via a total of 3 driveways: one each on C Street, A Street, and South Champions/Hellman Avenue. The Modified Project also includes surface parking with ±242 parking spaces. Of the ±242 spaces, there are ±121 standard automobile parking stalls, 8 accessible parking stalls, and 133 electric vehicle (EV) stalls. Passenger vehicle parking stalls would be located in parking areas positioned at the eastern and northern side of the proposed building and street parking stalls along C Street.

Building Characteristics and Operations

As depicted in Figure 4, *Building Elevations – North and West*, and Figure 5, *Building Elevations – South and East*, the proposed building will be a five-story, 71.5-foot tall, designed to be visually compatible with adjacent buildings and uses. The primary color scheme of the proposed building would include varying shades of white, browns, blacks, and greys and would be further accented with blue steel and decorative wood siding panels.

The hotel is proposed to operate up to 24-hours daily, 7 days a week. Based on information provided by the Project Applicant, the total number of employees for daytime shifts will be approximately (7) seven employees. During the day, the typical shift will consist of (3) three room attendants, (2) two front desk clerks, (1) one part time maintenance person, and (1) one hotel manager from 9 a.m. till 4 p.m. After working hours (from 6 p.m. to about 7 a.m.), the number of employees reduces to (1) one front desk clerk. Based on the a generation rate of 1 employee per 400 square feet for retail uses per the TOP 2050 assumptions, the 5,128 s.f. retail uses would generate approximately 13 employees. In total, the Modified Project would generate approximately 21 employees.

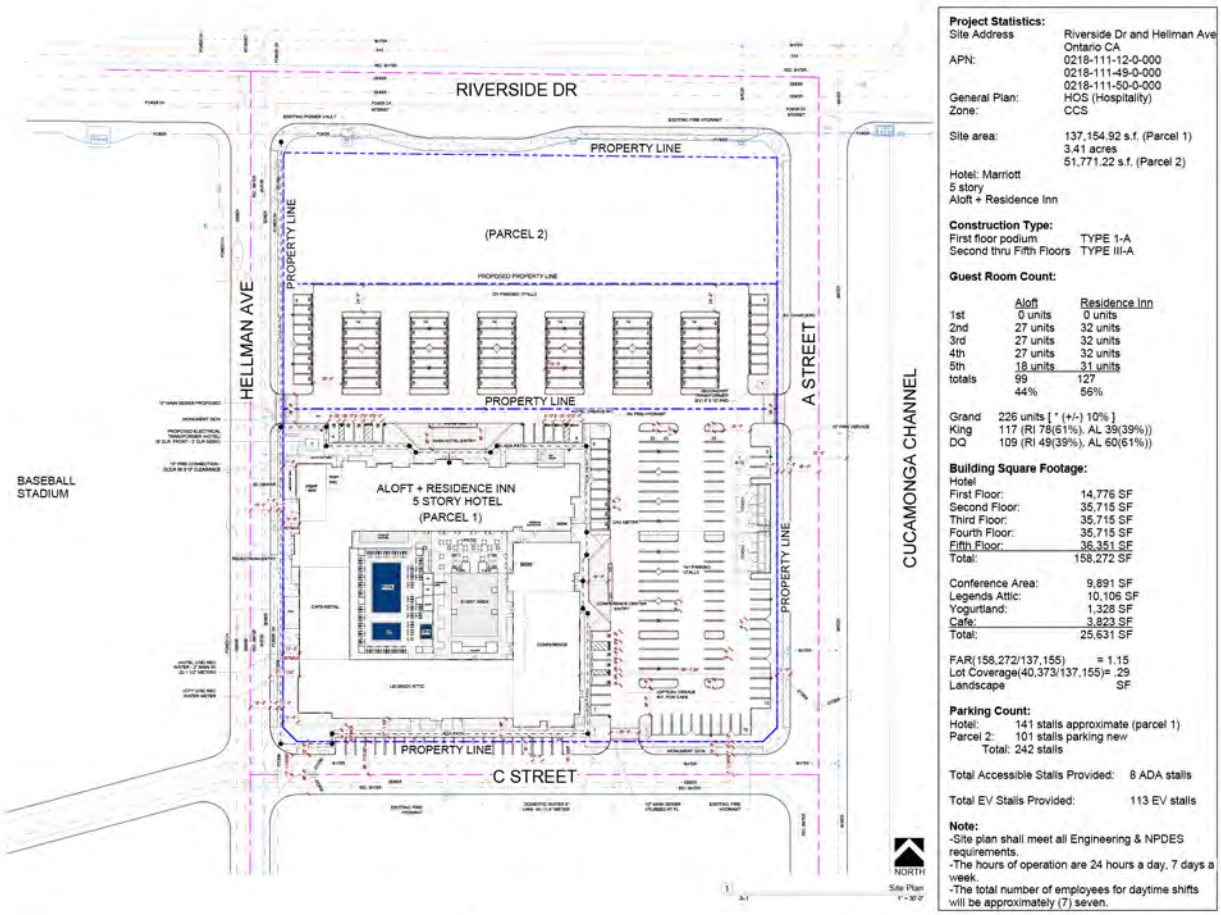


Figure 3: Site Plan

Figure 4: Building Elevations – North and West

Figure 5: Building Elevations – South and East

Landscaping, Signage, and Lighting

As depicted in Figure 6, *Landscape Plan*, a variety of trees, shrubs, accent plants, and ground cover are proposed along the perimeter of the Project site and parking area. Landscaping will feature drought-tolerant plant materials for a total of 116 trees, including 13 48" box, 12 36" box, 78 24" box trees, 6 16' brown trunk height trees and 7 20' brown trunk height trees.

As shown in Figure 7, *Conceptual Signage Plan*, signage will place along the northern, and southern side of the building façade. Additionally, two monument signs will be located at the driveway entries on C Street and South Champions/Hellman Avenue. Exterior lighting would be installed on-site along building exterior and parking areas, as necessary, for safety, security, and wayfinding. Decorative architectural lighting as well as landscape lighting would also be installed to accent building entries as focal points throughout the site. Ornamental landscaping, lighting, signage, and utility infrastructure improvements/connections would be installed per compliance with the Ontario Development Code.

Infrastructure Improvements

Water service to the Project site will be provided by the Ontario Municipal Utilities Company (OMUC). As shown in Figure 8, *Conceptual Utilities Plan*, water would be accommodated via proposed 6-inch water lines from the northeastern portion of the building to the existing 12-inch water main on C Street. Additionally, a proposed 2-inch recycled water line would extend from the southwestern portion of the proposed building to the existing 12-inch recycled water main on South Champions/Hellman Avenue although the quantity, size and locations of all the proposed water and utility services are subject to change during Final Design as required by the City.

Sanitary sewer service to the Project site would be provided by Inland Empire Utilities Agency (IEUA). Sewer would be accommodated via proposed 8-inch and 10-inch sewer lines that would extend from the northeastern and southeastern corners of the building to an existing 10-inch sewer mains on C Street and South Champions/Hellman Avenue.

The runoff from the site will sheet flow over the parking areas into the ribbon gutter and curb and gutter system. The runoff will then be intercepted by catch basins and conveyed further by storm drain system into the underground stormtech infiltration system located at the southeastern portion of the site. Using an 18-inch storm drain outlet structure, the excess runoff will be discharged into the curb inlet located offsite at the southeastern corner of the site along A-street.

Electricity will be provided by the Southern California Edison (SCE), natural gas would be provided via Southern California Gas Company (SoCal Gas) and fiber optic would be provided by OntarioNet. Currently, there are existing overhead power line along Riverside Drive and South Champions/Hellman Avenue and fiber optic line along Riverside Drive. All new dry utility infrastructure would be installed underground and within the Project site.

Project Construction Characteristics:

Project construction would occur in one phase and is expected to commence in in February 2026. Construction activities are as follows:

- Site Preparation
- Building Construction
- Paving
- Architectural Coating & Landscaping

Figure 6: Landscape Plan

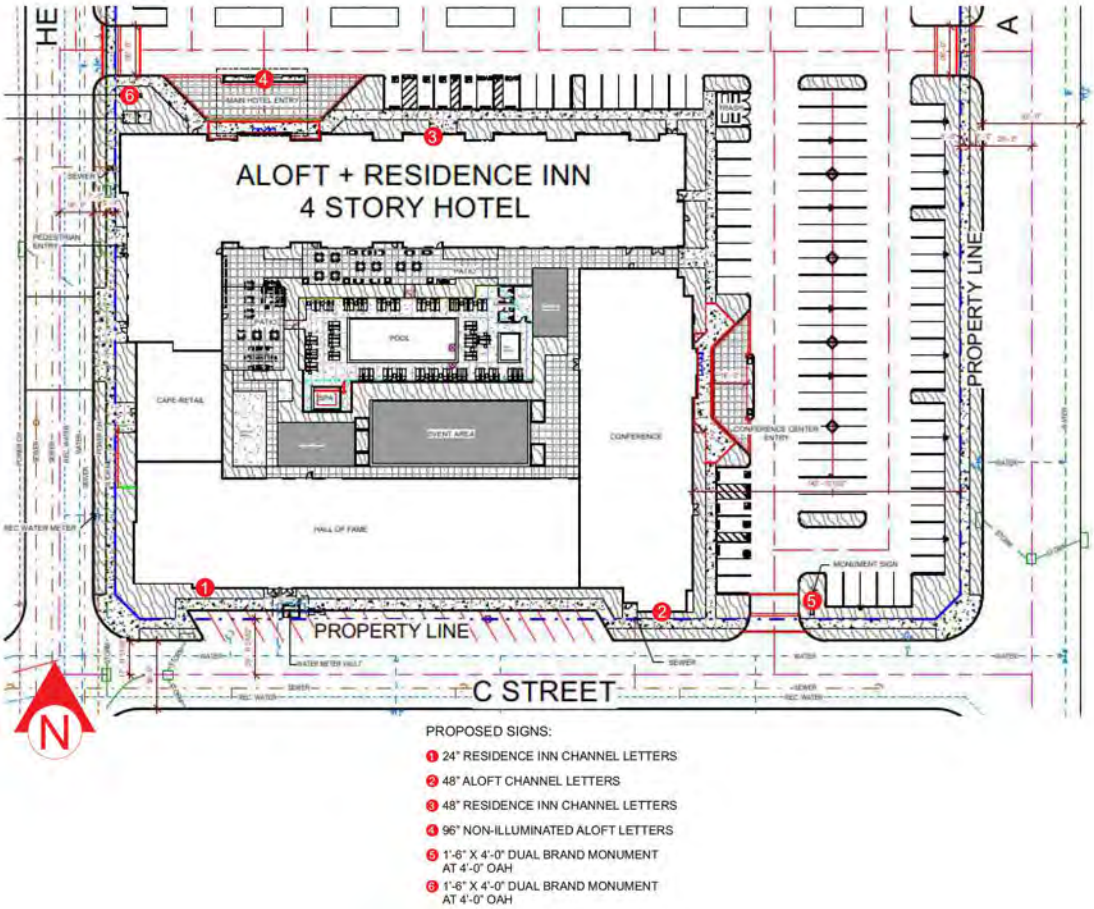


Figure 7: Conceptual Signage Plan

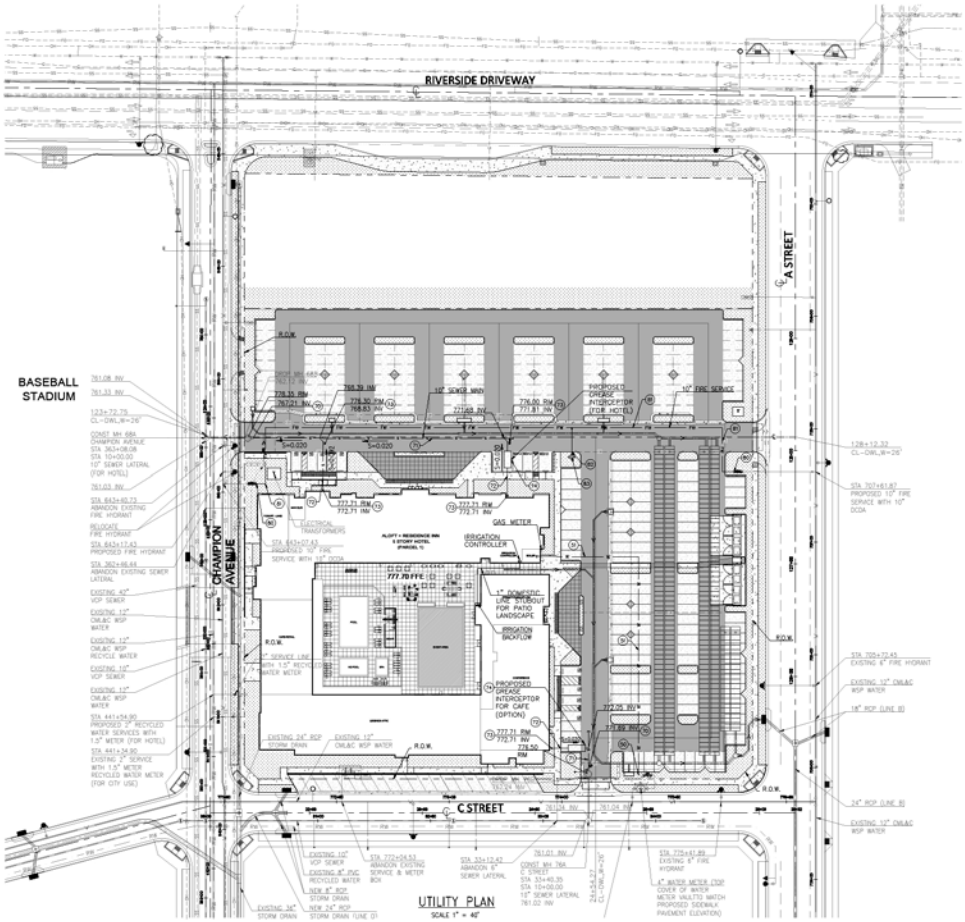


Figure 8: Conceptual Utilities Plan

Note: The Conceptual Utilities System Map is not considered Final Design or for Construction and may change during the Design Phase.

Changes from the Approved Project/Certified EIR

The land use plan under the Approved Project comprises seven planning areas (PA)—Baseball Stadium (PA 1); Commercial Retail (PA 2); Baseball Stadium Retail-Hospitality (PA 3), Baseball Stadium Retail-Hospitality South (PA 4); City Park – Active Fields (PA 5); City Park–Indoor Athletic Facility (PA 6); and Community Recreation Center (PA 7). The ORSC site was located within the Armstrong Ranch Specific Plan and approval of the Approved Project rescinded the Armstrong Ranch Specific Plan and rezone the ORSC site with traditional zoning designations. Under existing conditions, certain components of the Approved Project are constructed, others are under construction, and the remaining are yet to be constructed. Specifically, the Approved Project allowed for 45,000 s.f. of support retail/commercial uses in five individual buildings in PA 2, a 21,000 s.f. retail building and a 100-room hotel in PA 3, and up to 114,000 s.f. of retail/commercial uses in PA 4. Under the Modified Project, there would be no changes to PAs 1, 5, 6, and 7. As shown in Table 1, *Approved vs. Modified Project*, the Modified Project would result in the development of a 226-room hotel and 35,055.44 s.f. of retail uses in PA 2, 10,000 s.f. of retail uses in PA 3, and 36,512.54 s.f. uses in PA 4. The Modified Project would result in a total of 239,839.98 s.f. of commercial uses including 226 hotel rooms, an overall reduction in 10,160.02 s.f. of commercial uses including an increase in 126 hotel rooms compared to the buildout of the Approved Project previously analyzed under the Certified EIR, as shown in Table 1 below.

Table 1 Approved vs. Modified Project

	Approved Project under the Certified EIR	**Modified Project**
PA 2		
Retail	45,000 s.f.	35,055.44 s.f.
Hotel	0	158,272 s.f./ 226 Rooms
PA 3		
Retail	21,000 s.f.	10,000 s.f.
Hotel	70,000 s.f./ 100 rooms	0
PA 4		
Retail	114,000 s.f.	36,512.54 s.f.
Total (PAs 2, 3, 4):		
Total Retail	180,000 s.f.	81,567.98 s.f.
Total Hotel	70,000 s.f./ 100 rooms	158,272 s.f./ 226 rooms
Total Commercial (Retail + Hotel)	**250,000 s.f./ 100 Rooms**	**239,839.98 s.f./ 226 Rooms**
Change	**-10,160.02 s.f./+126 Rooms**	

9. Project Setting: As shown in Figure 2, the Project site is currently vacant and recently graded as part of the development of the Approved Project.

10. CEQA Requirements for an Addendum: If changes to a project or its circumstances occur or new information becomes available after adoption of a negative declaration, the lead agency may: (1) prepare a subsequent EIR if the criteria of State CEQA Guidelines Section 15162(a) are met, (2) prepare a subsequent negative declaration, (3) prepare an addendum, or (4) prepare no further documentation. (State CEQA Guidelines Section 15162(b)). When only minor technical changes or additions to the negative declaration are necessary and none of the conditions described in section 15162 calling for the preparation of a subsequent EIR or negative declaration have occurred, CEQA allows the lead agency to prepare and adopt an addendum. (State CEQA Guidelines Section 15164(b).)

    Under Section 15162, a subsequent EIR or negative declaration is required only when:

    1) Substantial changes are proposed in the project which will require major revisions of the previous 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 negative declaration due to the involvement of any 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 negative declaration was adopted, shows any of the following:

        a) The project will have one or more significant effects not discussed in the previous 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 Modified 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 properly adopt an addendum to the Certified EIR.

11. Analysis: According to the California Environmental Quality Act Guidelines Section 15164, an Addendum to a previously certified EIR may be used if some changes or additions are necessary, but none of the conditions described in Section 15162 requiring the preparation of a subsequent Negative Declaration or EIR have occurred. The CEQA Guidelines require that a brief explanation be provided to support the findings that no subsequent EIR or Negative

Declaration are needed for further discretionary approval. These findings are described below:

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 effects.*

   Substantial changes are not proposed by the Modified Project and Project implementation will not require revisions to the Certified EIR. The Certified EIR analyzed the direct and physical changes in the environment that would be caused by ORSC; focusing on changes to land use associated with the buildout of the proposed land use plan. As shown in Table 1 above, the Modified Project would result in the development of a 226-room hotel and 35,055.44 s.f. of retail uses in PA 2, 10,000 s.f. of retail uses in PA 3, and 36,512.54 s.f. uses in PA 4. Although the Project would result in an increase in hotel uses, the decrease in retail uses would lead to an overall reduction in commercial uses. As shown in Table 1 above, the Modified Project would result in a total of 239,839.98 s.f. of commercial uses (which includes both hotel and retail uses), an overall reduction in 10,160.02 s.f. in commercial uses compared to the Approved Project. Therefore, the Modified Project will result in less development of PAs 2 to 4 than the Certified EIR analyzed at buildout (i.e., 250,000 s.f. vs. 239,839.98 s.f.). Since the anticipated buildout resulting from the Modified Project will be less than that originally analyzed in the Certified EIR, no revisions to Certified EIR are required. In addition, all previously adopted mitigation measures are a condition of project approval and are incorporated herein by reference. This Addendum provides an analysis of the Modified Project and verification that the Modified Project will not cause environmental impacts such that any of the circumstances identified in State CEQA Guidelines Section 15162 are present.

2) *Required Finding: Substantial changes have not occurred with respect to the circumstances under which the project is undertaken, that would require major revisions of the previous Environmental Impact Report due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.*

   Substantial changes have not occurred with respect to the circumstances under which the project was undertaken, that would require major revisions to the Certified EIR. Although the Modified Project would result in the relocation of the proposed hotel from PA 3 to PA 2 and reallocation of retail uses among PAs 2, 3, and 4, the Modified Project would be developed consistent with the commercial land uses of the site as the overall ORSC site was analyzed in the Certified EIR. Therefore, no proposed changes or revisions to the Certified EIR are required. In addition, all previously adopted mitigation measures are a condition of project approval and are incorporated herein by reference. As discussed above, buildout of the Modified Project will result in less development in PAs 2 to 4 than the Certified EIR analyzed at buildout; therefore, the Modified Project would not involve new significant environmental effects or a substantial increase in the severity of previously identified significant effects This Addendum provides an analysis of the Modified Project and verification that the Modified Project will not cause environmental impacts such that any of the circumstances identified in State CEQA Guidelines Section 15162 are present.

3) *Required Finding. No new information has been provided that would indicate that the proposed project would result in one or more significant effects not discussed in the previous EIR.*

No new information has been provided that would indicate the Modified Project would result in any new significant effects not previously discussed in the Certified EIR. The Certified EIR analyzed the Project site for commercial uses. As discussed above, buildout of the Modified Project will result in less development in PAs 2 to 4 than the Certified EIR analyzed at buildout. Therefore, no proposed changes or revisions to the Certified EIR are required. In addition, all previously adopted mitigation measures are a condition of project approval and are incorporated herein by reference. This Addendum provides an analysis of the Modified Project and verification that the Modified Project will not cause environmental impacts such that any of the circumstances identified in State CEQA Guidelines Section 15162 are present.

12. Conclusion: The Certified EIR, as certified by City Council on July 16, 2024, was prepared as a EIR in accordance with CEQA, the State CEQA Guidelines, and the City's Rules for the Implementation of CEQA and in accordance with Section 15121(a) of the State CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3). The Certified EIR considered the direct physical changes and reasonably foreseeable indirect physical changes in the environment that would be caused by the Approved Project. Consequently, the Certified EIR focused on impacts from changes to land use associated with buildout of the Approved Project, and impacts from the resulting employment growth in the City. As described previously, the overall amount of commercial (hotel and retail) development under the Modified Project will be less than the development analyzed in the Certified EIR.

    Accordingly, and based on the findings and information contained in the Certified EIR, the analysis in this document, and CEQA statute and State CEQA Guidelines, including Sections 15164 and 15162, the Modified Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary, nor is there a need for any additional mitigation measures.

13. Surrounding Land Uses:

	Existing Land Use	General Plan Designation	Zoning Designation	Specific Plan Land Use
Site:	Vacant	Hospitality (HOS)	Convention Center Support Commercial (CCS)	N/A
North:	Golf Course	Open Space - Recreation (OS-R)	Open Space - Recreation (OS-R)	N/A
South:	Vacant	HOS	CCS	N/A
East:	Cucamonga Creek	Open Space – Non Recreational (OS-NR)	Countryside Specific Plan	Cucamonga Creek
West:	Ontario Regional Sports Complex	HOS	CCS	N/A

14. Other public agencies whose approval is anticipated include (e.g., permits, financing approval or participation agreement):

    - Santa Ana Regional Water Quality Control Board (Issuance of a National Pollutant Discharge Elimination System Permit; Issuance of a Construction General Permit);
    - State Water Resources Control Board (Stormwater Pollution Prevention Plan);
    - South Coast Air Quality Management District (Issuance of Air Quality permits to construct and operation, if necessary)

15. Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1?
☒Yes ☐ No

If "yes", has consultation begun? ☐ Yes ☐ No ☒ Completed

As part of the Certified EIR, the City of Ontario sent letters to a list of 22 Native American tribes or individuals on September 22, 2023, and a second time on November 17, 2023. Two tribes, the Gabrieleño Band of Mission Indians–Kizh Nation and the Cahuilla Band of Indians, responded to the City's invitation for tribal resources consultation. All other tribes (Gabrielino Tongva Indians of California, Pala Band of Mission Indians, Agua Caliente Band of Cahuilla Indians, Augustine Band of Cahuilla Indians, Yuhaaviatam of San Manuel Nation, and Morongo Band of Mission Indians) who have corresponded with the City regarding the ORSC have deferred consultation to other tribes. The Gabrieleño Band of Mission Indians–Kizh Nation provided information regarding the tribe's cultural connection to the ORSC site and mitigation measures that would reduce impacts to tribal cultural resources in lieu of in-person consultation on November 21, 2023. The Cahuilla Band of Indians consulted with the City on November 27, 2023, and agreed to share relevant cultural reports and include tribal monitors on-site during ground-disturbing activities. With these interactions completed, the tribal consultation came to an end.

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	☐ Agriculture/Forestry Resources	☐ Air Quality
☐ Biological Resources	☐ Cultural Resources	☐ Geology / Soils
☐ Greenhouse Gas Emissions	☐ Hazards & Hazardous Materials	☐ Hydrology/Water Quality
☐ Land Use / Planning	☐ Mineral Resources	☐ Noise
☐ Population / Housing	☐ Public Services	☐ Recreation
☐ Transportation	☐ Utilities / Service Systems	☐ Mandatory Findings of Significance
☐ Tribal Cultural Resources	☐ Wildfire	☐ Energy

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 EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Signature:	Date: November 25, 2025
Printed Name: Thomas Grahn	For: City of Ontario

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*	*Less Than Significant Impact*	*Impacts Previously Analyzed in Certified EIR*
1. AESTHETICS. Except as provided in Public Resources Code section 21099, 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 Dept. 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?	☐	☐	☐	☒

Issues	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	Impacts Previously Analyzed in Certified EIR
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))?	☐	☐	☐	☒
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 district 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	☐	☐	☐	☒

Issues	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	Impacts Previously Analyzed in Certified EIR
corridors, or impede the use of native wildlife nursery sites?				
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 pursuant to § 15064.5?	☐	☐	☐	☒
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 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	Less Than Significant Impact	Impacts Previously Analyzed in Certified EIR
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code, creating substantial direct or indirect risks to life or property?	☐	☐	☐	☒
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?	☐	☐	☐	☒
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 65962.5 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?	☐	☐	☐	☒
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	☐	☐	☐	☒

Issues	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	Impacts Previously Analyzed in Certified EIR
degrade surface or ground water 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	☐	☐	☐	☒
d) Impede or redirect flood flows?	☐	☐	☐	☒
e) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	☐	☐	☐	☒
f) 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?	☐	☐	☐	☒
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?	☐	☐	☐	☒

Issues	*Potentially Significant Impact*	*Less Than Significant with Mitigation*	*Less Than Significant Impact*	*Impacts Previously Analyzed in Certified EIR*
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?	☐	☐	☐	☒
16. RECREATION.				
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☐	☒
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which have an adverse physical effect on the environment?	☐	☐	☐	☒
17. TRANSPORTATION. 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)?	☐	☐	☐	☒

Issues	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	Impacts Previously Analyzed in Certified EIR
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), 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.	☐	☐	☐	☒
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,				

Issues	*Potentially Significant Impact*	*Less Than Significant with Mitigation*	*Less Than Significant Impact*	*Impacts Previously Analyzed in Certified EIR*
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?	☐	☐	☐	☒
21. MANDATORY FINDINGS OF SIGNIFICANCE. (State CEQA Guidelines section 15065(a).)				
a) Does the project have the potential to substantially 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?	☐	☐	☐	☒

Note: Authority cited: Public Resources Code sections 21083, 21083.05, 21083.09.

Reference: Gov. Code section 65088.4; Public Resources Code sections 21073, 21074, 21080(c), 21080.1, 21080.3, 21080.3.1, 21080.3.2, 21082.3, 21083, 21083.3, 21083.5, 21084.2, 21084.3, 21093, 21094, 21095 and 21151; *Sundstrom v. County of Mendocino* (1988) 202 Cal.App.3d 296; *Leonoff v. Monterey County Board of Supervisors* (1990) 222 Cal.App.3d 1337; *Eureka Citizens for Responsible Govt. v. City of Eureka* (2007) 147 Cal.App.4th 357; *Protect the Historic Amador Waterways v. Amador Water Agency* (2004) 116 Cal.App.4th 1099, 1109; *San Franciscans Upholding the Downtown Plan v. City and County of San Francisco* (2002) 102 Cal.App.4th 656.

EXPLANATION OF ISSUES

1. AESTHETICS. Would the project:

a. Have a substantial adverse effect on a scenic vista?

Summary of Certified EIR Finding: The Certified EIR concluded that The Ontario Plan 2050 (TOP 2050) recognized the San Gabriel Mountains as a scenic resource and while the San Gabriel and Santa Ana Mountains were visible to the north and south of the ORSC site, there are no protected public views within the vicinity of the ORSC site. Additionally, the City's major scenic corridors, Euclid Avenue and Mission Boulevard, were approximately two miles away from the ORSC site. Moreover, the ORSC would comply with TOP 2050 Policy CD-1.5 which requires that all major north-south streets be designed to feature views of the San Gabriel Mountains and to avoid visual clutter, including billboards. Therefore, impacts to scenic vistas would be less than significant.

Discussion of Effects: As discussed above, the Policy Plan (Policy CD-1.5) requires all major north-south streets be designed and developed to feature views of the San Gabriel Mountains. The Project site is located along South Champions/Hellman Avenue and A Street and are not identified as a major street in the Roadway Classification (Figure M-01) of the Mobility Element within the Policy Plan (City of Ontario, 2022a). Additionally, the Project site is surrounded by urban uses and the Certified EIR assumed buildout of the Project site for commercial uses. The Certified EIR assumes retail uses and multi-story hotel with surface parking on PAs 2 through 4. The type and character of development that would occur on the Project site is similar to what was anticipated by the Certified EIR. Therefore, the Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

b. Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings and historic buildings within a state scenic highway?

Summary of Certified EIR Finding: The Certified EIR concluded that there are no State Scenic highways through or in the vicinity of the City and the ORSC site. The closest eligible State scenic highway was State Route 142 (SR-142), located seven miles southwest of the ORSC site, and the closest officially designated scenic highway was SR-91 in Anaheim, approximately 21 miles southwest of the ORSC site. Therefore, no impacts to scenic highways would occur.

Discussion of Effects: As discussed above, the nearest eligible State scenic highway is SR-142, approximately 7.9 miles to the southwest of the Project site (Caltrans, 2025). In addition, there are no historically significant buildings or any scenic resources identified on or in the vicinity of the Project site. Construction activities would be temporary in nature and would not obstruct scenic resources within a state scenic highway. Therefore, the Modified Project would not substantially damage scenic resources, including, but not limited to, trees, rock outcroppings and historic buildings within a state scenic highway. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

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?)

Summary of Certified EIR Finding: The Certified EIR concluded that the City qualified as an urban area and the Approved Project would transform the visual appearance of the ORSC site into a more urbanized setting when compared to existing conditions. However, the ORSC would be consistent with the City's vision in TOP 2050 and would be subject to TOP 2050 policies governing design quality for development. The ORSC would also require amending the zoning of the ORSC site from the Armstrong Specific Plan to Convention Center Support Retail and Open Space-Recreation. The design and development of the uses on the ORSC site would comply with the applicable provisions for these zoning designations in Section 5.03, Supplemental Land Use Regulations, of the Ontario Development Code. Therefore, the Approved Project would not have a significant impact with respect to being inconsistent with policies or regulations governing scenic quality and impacts would be less than significant.

Discussion of Effects: Project-related changes to local visual character would be less than significant during near-term construction activities because construction activity is currently occurring at the ORSC site, is common in the City, would be temporary in nature, and would not substantially degrade the visual character of the area. The Project site is zoned Convention Center Support Commercial (CCS) and the Modified Project would be required to comply with the development standards established in the City's Development Code. As part of the development review process, City staff conducted a thorough review of the Modified Project's design and determined that the Modified Project would be consistent with the CCS development standards and design guidelines from the City's Development Code. Accordingly, there are no components of the Modified Project that would degrade the existing visual character or quality of the site and surroundings beyond what was evaluated and disclosed in the Certified EIR. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

d. Create a new source of substantial light or glare that would adversely affect day or nighttime views in the area?

Summary of Certified EIR Finding: The Certified EIR concluded that existing sources of light and glare on the ORSC site are minimal and the Approved Project would introduce many new sources of nighttime lighting to the ORSC site. According to the lighting plans for the proposed sports fields, no spill light would impact nearby sensitive receptors and the Approved Project would not create a substantial source of new lighting that would affect nighttime views for sensitive receptors. Additionally, buildings would be required to comply with the California Building Standards Code including the standards for lighting and glare set forth in the California Energy Code (CEC) Title 24, Part 6 and CALGreen Title 24, Part 11. Compliance with these standards would ensure that the Approved Project would not create a new source of substantial glare. Therefore, impacts to light and glare would be less than significant.

Discussion of Effects: Under existing conditions, the Project site is primarily surrounded by recreational, residential, and vacant land uses. Street lights are located along East Riverside Drive, and South Champions/Hellman Avenue. New lighting will be introduced to the site with the redevelopment of the Modified Project. Pursuant to the requirements of the City's Development Code, Project on-site lighting will be shielded, diffused or indirect, to avoid glare to pedestrians or motorists. In addition, lighting fixtures will be selected and located to confine the area of

illumination to within the Project site and minimize light spillage. Furthermore, consistent with the findings of the Certified EIR, site buildings would be required to comply with the California Building Standards Code including the standards for lighting and glare set forth in the CEC Title 24, Part 6 and CALGreen Title 24, Part 11. Therefore, implementation of the Modified Project would not result in a significant source of light or glare that would adversely affect daytime or nighttime views. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

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 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?

Summary of Certified EIR Finding: The Certified EIR concluded that the ORSC site contained 53 acres of Prime Farmland, all of which would be converted to non-agricultural use. While conversion of agricultural lands and loss of farmland resulting from the Approved Project were already considered and addressed in the 2010 TOP EIR and Armstrong Ranch Specific Plan EIR, the Approved Project would result in the direct loss of 53 acres of Prime Farmland. None of the mitigation measures considered by the City would feasibly be able to reduce the significant project and cumulative impacts to levels of less than significant. Therefore, impacts would be significant and unavoidable.

Discussion of Effects: Majority of the Project site is identified as Unique Farmland while the remaining is designated as Other Land on the map prepared by the California Resources Agency, pursuant to the Farmland Mapping and Monitoring Program (DOC, 2020). However, the Project site is presently vacant and does not contain any agricultural uses. Although the Modified Project would convert Unique Farmland to non-agricultural use, this change had been considered in the previous environmental documents (Certified EIR, 2010 TOP EIR, Armstrong Ranch Specific Plan EIR), which included the ORSC site. Therefore, the Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

b. Conflict with existing zoning for agricultural use, or a Williamson Act contract?

Summary of Certified EIR Finding: The Certified EIR concluded that the ORSC site did not contain any active Williamson Act contracts; therefore, development of the ORSC site would not conflict with a Williamson Act contact. Additionally, the ORSC site was not zoned for agricultural

use and was not in the AG Overlay District. The sewer alignment in the Offsite Improvement Area would not conflict with existing zoning because improvements within the Offsite Improvement Area would be below-ground. The ORSC's redesignation of the site to Open Space-Parkland (OS-R) and Hospitality designations would not conflict with agricultural zoning, and the Approved Project would result in no impact.

Discussion of Effects: The Project site is not zoned for agricultural use. The Project site is zoned Convention Center Support Commercial (CCS) would not result in a loss of land zoned for agriculture. Furthermore, as concluded in the Certified EIR, there is no Williamson Act contract in effect on the ORSC site, including the Project site. Therefore, no impacts to agricultural uses are anticipated, nor will there be any conflict with existing or Williamson Act contracts. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

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)?

Summary of Certified EIR Finding: The Certified EIR concluded that there was no forest land in the ORSC site. Existing land uses on the ORSC site consisted primarily of agricultural land (ranching and farming), a limited number of residences, and miscellaneous commercial uses such as a nursery. The Approved Project would not conflict with zoning for forest land. Therefore, no impacts to forest land would occur.

Discussion of Effects: The Project site is not zoned for forest land or timberland. As concluded in the Certified EIR, there is no parcel of land in the Project area for forest land, timberland, or timberland zoned Timberland Production. Therefore, implementation of the Modified Project would not conflict with, or cause the rezoning of, forest land or timberland. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

d. Result in the loss of forest land or conversion of forest land to non-forest use?

Summary of Certified EIR Finding: The Certified EIR concluded that there was no forest land in the ORSC site. Existing land uses on the ORSC site consist primarily of agricultural land (ranching and farming), a limited number of residences, and miscellaneous commercial uses such as a nursery. The Approved Project would not result in the loss of forest land. Therefore, no impacts to forest land would occur.

Discussion of Effects: There is currently no land in the Project area that qualifies as forest land as defined in Public Resources Code section 12220(g). Additionally, the Project site is presently vacant and does not contain forest land. Consequently, the Modified Project would not result in the loss or conversion of forest land. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

e. Involve other changes in the existing environment, which, due to their location or nature, could individually or cumulatively result in loss of Farmland to non-agricultural use or conversion of forest land to non-forest use?

Summary of Certified EIR Finding: The Certified EIR concluded that the Approved Project would not result in in the conversion of forest land to non-forest use. However, the Approved Project would result in the conversion of Farmland to non-agricultural use and there were no feasible mitigation measures to reduce the significant impact. Therefore, impacts would be significant and unavoidable.

Discussion of Effects: As discussed above, the Project site includes Unique Farmland; however, conversion to non-agriculture uses were already analyzed and anticipated in previous environmental documents. Additionally, the Project site does not include forest land. Therefore, the Modified Project would not result in the conversion of forest land to non-forest use. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

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.

The analysis in this section is based on *the Air Quality and Greenhouse Gas Emissions Technical Memorandum for Hotel Ontario Aloft + Residence Inn Project* prepared by PlaceWorks, Inc. (PlaceWorks) dated November 17, 2025. This report is provided in its entirety as Appendix A of this Addendum. Since preparation of the technical studies, the site plan has been refined and the Modified Project now proposes a 158,272 s.f. hotel building with 226 rooms or a decrease of 11,728 s.f. compared to the building size (170,000 s.f. with 249 rooms) evaluated in the technical studies. Overall, buildout of the Modified Project proposes a total of 239,839.98 s.f. of commercial uses within PAs 2 through 4 compared to 242,144 s.f. evaluated in the technical studies. This nominal change in the square footage would not substantively change the findings and conclusions of the technical studies and therefore no changes to these studies are warranted. Because the technical studies analyzed 2,304.02 s.f. more than the Modified Project under consideration here, the analysis presented below represents a conservative analysis.

South Coast AQMD Regional and Local Significance Thresholds

The City of Ontario utilizes the South Coast AQMD CEQA Air Quality Handbook and thresholds of significance to determine the potential significance of Project emissions. A Project may have a significant impact if Project emissions would exceed these air pollution thresholds. Table 3-1, *South Coast AQMD Regional Threshold of Significance*, below identifies South Coast AQMD's regional construction and operational emissions within its jurisdiction.

Table 3-1 South Coast AQMD Regional Threshold of Significance

Pollutant	Construction Regional Thresholds	Operational Regional Thresholds
NO_X	100 lbs/day	55 lbs/day
VOC	75 lbs/day	55 lbs/day
PM_{10}	150 lbs/day	150 lbs/day
$PM_{2.5}$	55 lbs/day	55 lbs/day
SO_X	150 lbs/day	150 lbs/day
CO	550 lbs/day	550 lbs/day

Notes: lbs/day – Pounds Per Day, NO_X – Nitrogen Oxides, VOC – Volatile Organic Compounds, PM_{10} – Particulate Matter 10 microns in diameter or less, $PM_{2.5}$ – Particulate Matter 2.5 microns in diameter or less, SO_X – Sulfur Oxides, CO – Carbon Monoxide.
Source: (PlaceWorks, 2025a, Table 2)

The South Coast AQMD also established localized significance thresholds (LSTs) that a project can emit without contributing to an existing or new air quality standard exceedance. LSTs are defined separately for construction and operational activities and are dependent on location, project size, and distance to sensitive receptors. Table 3-2, *South Coast AQMD Localized Threshold of Significance*, below identifies South Coast AQMD's localized construction and operational emissions within its jurisdiction.

Table 3-2 South Coast AQMD Localized Threshold of Significance

Acreage Disturbed	NO_X	CO	PM_{10}	$PM_{2.5}$
5 Acres Disturbed per Day (Construction)	270 lbs/day	2,193 lbs/day	16 lbs/day	9 lbs/day
5 Acres Disturbed per Day (Operation)	270 lbs/day	2,193 lbs/day	4 lbs/day	2 lbs/day

Notes: Screening-level LSTs for NO_X, CO, PM_{10}, and $PM_{2.5}$ are based on SRA 33 at the minimum reference distance of 82 feet (25 meters).
Source: (PlaceWorks, 2025a, Table 4)

a. Conflict with or obstruct implementation of the applicable air quality plan?

Summary of Certified EIR Finding: The Certified EIR concluded that the Approved Project would generate emissions that exceed the South Coast AQMD operational regional significance thresholds; and thus, would contribute to existing or projected ambient air quality standards (AAQS) violations. Therefore, the Approved Project would be considered potentially inconsistent with the Air Quality Management Plan (AQMP). No mitigation measures are applicable for inconsistency with the South Coast AQMD AQMP. Mitigation Measures AQ-1 and AQ-2 would reduce emissions to the extent feasible; however, operational emissions would continue to exceed the South Coast AQMD significance thresholds due to vehicle emissions associated with operation of the Approved Project. Because the fuel efficiency and fuel type of vehicles used by future employees and visitors were not under the control of the ORSC, no feasible mitigation was identified to further reduce mobile-source emissions. Therefore, impacts would remain significant and unavoidable.

Discussion of Effects: The Modified Project would result in a net decrease of building space across PAs 2 through 4. Though the amount of hotel space in PA 2 would increase by approximately 170,000 square feet; like all other uses under the Approved Project, the proposed hotel development would serve the existing demands for this use in the City and region. Since the Modified Project would result in an overall decrease in 10,160.02 s.f. of building space when compared to the Approved Project, the Modified Project is not anticipated to result in a significant

increase in jobs beyond what was analyzed in the Certified EIR. Therefore, the Modified Project would not substantially affect housing, employment, or population projections within the region.

Additionally, as demonstrated in Response 3.b, the Modified Project's decrease in building space would result in less maximum daily air pollutant emissions compared to what was analyzed in the Certified EIR during construction and air pollutant emissions generated from operation-related activities would not exceed the South Coast AQMD regional significance threshold values, nor would the Modified Project substantially exceed those of the Approved Project. The Modified Project would not result in a new impact or substantial increase in operation-phase emissions compared to what was previously analyzed in the Certified EIR. Therefore, though the Modified Project would continue to have significant and unavoidable impacts with respect to consistency with the 2022 AQMP, the Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required. However, Mitigation Measures AQ-1 through AQ-2, presented below, would reduce construction and operational emissions to the extent feasible.

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?

Summary of Certified EIR Finding: The Certified EIR concluded that construction of the Approved Project would exceed the South Coast AQMD regional significance thresholds. Mitigation Measure AQ-1 would require all construction contractors to use Tier 4 Final equipment for the entire off-road construction fleet and "Super-Compliant" architectural coatings that contain no greater than 10 grams of volatile organic compounds (VOC) content per liter (g/L) of product. Within the implementation of Mitigation Measure AQ-1 VOC and NOx emissions would be reduced during construction to below South Coast AQMD significance thresholds. As such, short-term air quality impacts from construction activities related to the Approved Project would not exceed threshold after mitigation, and impacts would be less than significant with mitigation.

Long-term operation of the Approved Project would exceed the South Coast AQMD regional significance thresholds. Mitigation Measure TRAF-1 would be required to reduce VMT and include transportation demand management measures such as pedestrian and active transportation improvements. Nonetheless, the vehicle fuel source, vehicle fuel efficiency, and travel mode for visitors are largely outside of the control of the ORSC. As such, no additional mitigation would be feasible to reduce vehicle-related emissions. To address VOC and carbon monoxide (CO) emissions from area sources, Mitigation Measure AQ-2 would be required to ensure that all landscaping and property maintenance tools and equipment are electric powered and do not use fossil fuels. Additionally, Mitigation Measures GHG-1 through GHG-4 would reduce building energy use and would expand the use of electric vehicle charging on-site. Mitigation Measures would reduce operational emissions to the extent feasible. However, long-term emissions would continue to exceed the South Coast AQMD's regional significance thresholds. Therefore, impacts would remain significant and unavoidable.

Discussion of Effects: The following describes project-related impacts from short-term construction activities and long-term operation of the Modified Project compared to the Approved Project.

Construction Impacts

Typical construction activities would result in the generation of air pollutants. These emissions would primarily be (1) exhaust from off-road diesel-powered construction equipment; (2) dust generated by construction activities; (3) exhaust from on-road vehicles; and (4) off-gassing of VOCs from paints and asphalt. Similar to the Approved Project, construction activities under the Modified Project would also produce combustion emissions from various sources, such as on-site heavy-duty construction vehicles, vehicles hauling materials to and from the site, and motor vehicles transporting the construction crew.

The Modified Project would result in an overall decrease in building square footage across PAs 2 through 4. While the total acreage of disturbance within the PAs would remain similar between the Approved Project and Modified Project, emissions sources commensurate to the level of building space constructed would decrease. For example, total pieces of construction equipment and the number of workers traveling to the site may decrease as a result of the reduction in building space, as would the amount of architectural coatings used for the buildings. Additionally, the Modified Project would, like the Approved Project, comply with Mitigation Measure AQ-1, which would ensure that construction activities associated with the Modified Project utilize construction equipment that meets Tier 4 Final emissions standards and architectural coatings with a VOC content of less than 10 grams per liter. Overall, the Modified Project's decrease in building space would result in less maximum daily air pollutant emissions compared to what was analyzed in the Certified EIR.

Operational Impacts

Long-term air pollutant emissions associated with development of the uses under the Modified Project typically include area sources (e.g., landscape fuel use, aerosols, architectural coatings, and asphalt pavement), energy use (natural gas), and mobile sources (i.e., on-road vehicles). When compared to the Approved Project, the Modified Project would result in less overall building square footage. The primary source of operational emissions under the Modified Project are mobile emissions associated with vehicle trips under the Modified Project.

As shown in Table 3-3, *Maximum Daily Regional Operational Phase Emissions*, air pollutant emissions generated from operation-related activities would not exceed the South Coast AQMD regional significance threshold values, nor would the Modified Project substantially exceed those of the Approved Project. Like the Approved Project, the Modified Project would be required to implement Mitigation Measure AQ-2, requiring all landscaping equipment to be all electric. As shown in Table 3-3, the majority of emissions under the Modified Project are mobile source emissions. The Modified Project would comply with Mitigation Measure TRAF-1 to reduce VMT associated with the Modified Project to the extent possible. Like the Approved Project, no additional mitigation measures are available to reduce impacts associated with VMT. In addition, emissions from building energy use would be minimized because the new buildings would comply with the latest energy standards in addition to Mitigation Measures GHG-1 and GHG-2. While impacts would remain significant and unavoidable, the Modified Project does not identify or require adoption of any further mitigation measures beyond those in the Certified EIR. The Modified Project compared to the Approved Project would not result in any new regional operational emissions impacts or substantially increase the severity of regional operational emissions impacts with respect to cumulatively contributing to the nonattainment designations of the SoCAB.

Therefore, the Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Table 3-3 Maximum Daily Regional Operational Phase Emissions

Source	Emissions (lbs/day)[1]					
	VOC	NO_X	CO	SO_X	PM_{10}	$PM_{2.5}$
Approved Project						
PAs 2 through 4[2]	35	16	255	1	55	14
Total ORSC Emissions[3]	110	46	738	2	156	40
South Coast AQMD Regional Threshold	55	55	550	150	150	55
Significant?	**YES**	**NO**	**YES**	**NO**	**YES**	**NO**
Modified Project[4]						
Mobile	28	15	257	1	56	14
Area	6	<1	<1	<1	<1	<1
Energy	<1	2	1	<1	<1	<1
Total Maximum Daily Emissions	**34**	**17**	**369**	**1**	**56**	**14**
South Coast AQMD Regional Threshold	55	55	550	150	150	55
Exceeds Regional Threshold?	**NO**	**NO**	**NO**	**NO**	**NO**	**NO**
Net Change (Modified Project minus Approved Project, PAs 2 through 4)	-1	1	4	<1	1	<1
New Impact?	**NO**	**NO**	**NO**	**NO**	**NO**	**NO**

[1] Both the Approved and Modified Project modeling incorporate Mitigation Measure AQ-2 requiring all-electric landscaping equipment.
[2] Emissions under the Approved Project are based on the inputs used for the modeling of PAs 2 through 4 of the ORSC in the Certified EIR. Trip generation for the Approved Project is based on the maximum trip generation scenario calculated by the City of Ontario in 2025 (see Attachment B of Technical Appendix A, *Approved and Proposed Project Trip Generation*).
[3] Operational emissions for all PAs under the ORSC, under the "Worst-Case Saturday" scenario as shown in Table 5.3-18 of the Certified EIR.
[4] Modified Project emissions for PA 2 incorporate the project-specific land use information for the proposed Aloft & Residence Inn. Land use inputs for PAs 3 and 4 are based on building square footages noted for the Modified Project in PAs 3 and 4 in Table 1 and the landscaping and parking square footages assumed for the ORSC in PAs 3 and 4. Mobile emissions are based on the maximum trip generation scenario calculated by the City of Ontario in 2025 (see Attachment B of Technical Appendix A). CalEEMod defaults were used for all other emissions sources unless otherwise noted in Attachment A of Technical Appendix A.
Source: (PlaceWorks, 2025a, Table 6)

Mitigation: No additional mitigation required. The following mitigation measures from the Certified EIR are applicable to the Modified Project:

AQ-1 The City of Ontario shall require the construction contractor to incorporate the following to reduce air pollutant emissions during construction activities:

- Use construction equipment rated by the United States Environmental Protection Agency as having Tier 4 (model year 2015 or newer) Final or stricter emission limits for all off-road construction equipment. If Tier 4 Final equipment is not commercially available for a specific piece of

equipment, the applicant shall provide documentation (e.g., rental inventory requests), to the City's satisfaction, or otherwise demonstrate its unavailability to the City of Ontario prior to the issuance of any construction permits and replacement equipment used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 3 diesel emissions control strategy for a similarly sized engine as defined by the California Air Resources Board regulations.

- If Tier 4 Final equipment is not available, the construction contractor(s) and subcontractor(s) affected shall use Tier 4 Interim equipment.

- If Tier 4 Interim equipment is not available, the construction contractor(s) and subcontractor(s) affected shall use then Tier 3 equipment outfitted with a level 3 diesel particulate filter.

- For purposes of this mitigation measure, "commercially available" shall mean the availability of Tier 4 engines similar to the availability for other large-scale construction projects in the City occurring at the same time and taking into consideration factors such as (i) potential significant delays to critical-path timing of construction and (ii) geographic proximity to the project site of Tier 4 equipment.

- During construction, the construction contractor shall maintain a list of all operating equipment in use on the construction site for verification by the City of Ontario. The construction equipment list shall state the makes, models, Equipment Identification Numbers, Engine Family Numbers, and number of construction equipment onsite.

- Use paints with a VOC content that meets the South Coast Air Quality Management District Super Compliant architectural coatings standard of 10 grams per liter (g/L) or less (i.e.,) for coating architectural surfaces.

- Comply with South Coast Air Quality Management District Rule 403, including the following measures:

  - Provide National Institute for Occupational Safety and Health (NIOSH)-approved respirators for workers with a prior history of Valley Fever.

  - Half-face respirators equipped with a minimum N-95 protection factor for use during worker collocation with surface disturbance activities. Half-face respirators equipped with N-100 or P-100 filters should be used during digging activities. Employees should wear respirators when working near earth-moving machinery.

  - Post warnings onsite and consider limiting access to visitors, especially those without adequate training and respiratory protection.

These identified measures shall be incorporated into all appropriate construction documents (e.g., construction management plans) submitted to and verified by the City.

AQ-2 All landscaping equipment (e.g., leaf blower) used for property management shall be electric powered only. The property manager/facility owner shall provide documentation (e.g., purchase, rental, and/or services agreement) to the City of Ontario Planning Department to verify to the City's satisfaction that all landscaping equipment utilized will be electric powered.

GHG-1 The City of Ontario shall require proposed buildings within the ORSC site to be all electric, with electricity to be the only permanent source of energy for all nonemergency building energy needs, including but not limited to water heating; mechanical equipment; and heating, ventilation, and air conditioning (HVAC) (i.e., space-heating and space cooling). All major appliances (e.g., dishwashers, refrigerators, and water heaters) provided/installed shall be electric-powered EnergyStar certified or an equivalent energy efficiency where applicable. The only exception to this measure shall be limited to commercial cooking uses. Prior to issuance of building permits for development projects, applicants shall provide plans that show the aforementioned requirements to the City of Ontario Planning Department. Prior to issuance of the certificate of occupancy, the City of Ontario Building Department shall verify installation of the electric-powered EnergyStar or equivalent appliances.

GHG-2 The City of Ontario shall require proposed buildings and parking areas within the ORSC site to include on-site renewable energy generation systems. Proposed buildings shall include photovoltaic (PV) and battery energy storage systems compliant with the Prescriptive Requirements of the California Building Standards Code, Part 6, California Energy Code. Proposed buildings may substitute alternative renewable energy generation technology (e.g., wind) for PV systems; however, that alternative generation technology system shall be sized to provide annual electricity equal to what would be provided by a PV system for that building compliant with the Prescriptive Requirements of the California Building Standards Code, Part 6, California Energy Code. Proposed parking areas shall include a PV system or alternative renewable energy generation system (e.g., wind) to help offset electricity demand generated by electric vehicle charging. Prior to issuance of building permits for development projects, applicants shall provide plans that show the aforementioned requirements to the City of Ontario Planning Department. Prior to issuance of the certificate of occupancy, the City of Ontario Building Department shall verify installation of the PV and battery energy storage systems or alternative renewable energy generation systems.

TRAF-1a **Commercial/Hospitality TDM Measures.** Applicants for commercial and hotel development in Planning Areas 2, 3, and 4 shall prepare Transportation Demand Management (TDM) measures analyzed under a VMT-reduction methodology consistent with the California Air Pollution Control Officers Association's (CAPCOA) Final Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity (2021) and approved by the City of Ontario. Measures shall include but are not limited to:

- Implement a voluntary commute trip reduction program for employees.

- Implement an employee parking cash-out program for employees.
- Collaborate with the City to support transit service expansion.
- Comply with requirements detailed in the Parking Management Plan, including providing parking validation for retail and hospitality visitors.

c. Expose sensitive receptors to substantial pollutant concentrations?

Summary of Certified EIR Finding: The Certified EIR concluded that construction of the Approved Project could expose sensitive receptors to substantial pollutant concentrations of toxic air contaminants (TACs) from use of large, offroad construction equipment. Mitigation Measure AQ-1 would require the use of newer, lower emitting, Tier 4 Final equipment or better for all off-road construction equipment. With the implementation of Mitigation Measure AQ-1, cancer risks for the residential and daycare maximally exposed receptors (MERs) would be reduced to below the South Coast AQMD significance threshold of 10 cancer cases per one million people. Therefore, the Approved Project would not expose sensitive receptors to substantial TAC concentrations during construction, and impacts for construction health risk would be less than significant with mitigation.

The Approved Project is not the type of land use that has the potential to generate substantial on-site criteria air pollutant emissions during operation and on-site project-related operational emissions would not exceed the operational screening-level localized significance thresholds (LSTs). Thus, impacts would be less than significant. Moreover, the combined 22,712 daily trips associated with the Approved Project would not exceed Bay Area Air Quality Management District's (BAAQMD's) recommended screening criteria of greater than 44,000 vehicles per hour or 24,000 vehicles per hour; therefore, impacts related to CO hotspots would be less than significant.

Discussion of Effects:

Construction Impacts

LSTs are based on the California Ambient Air Quality Standards (AAQS), which are the most stringent AAQS to provide a margin of safety in the protection of public health and welfare. They are designated to protect sensitive receptors most susceptible to further respiratory distress, such as asthmatics, the elderly, very young children, people already weakened by other disease or illness, and people engaged in strenuous work or exercise. Screening-level LSTs are the amount of project-related emissions at which localized concentrations (ppm or µg/m3) could exceed the AAQS for criteria air pollutants for which the South Coast Air Basin (SoCAB) is designated nonattainment. They are based on the size of the area disturbed, distance to the nearest sensitive receptor, and Source Receptor Area (SRA).

Due to the decrease in building square footage, the Modified Project would result in less overall construction activity compared the Approved Project, and maximum daily emissions would be less under the Modified Project. To evaluate localized air quality impacts from construction, the Approved Project utilized the LSTs that accounted for the maximum project size available (a project size of 5 acres) and the most conservative receptor distance (25 meters). Since the Modified Project would also involve activities on a site larger than 5 acres within a 25 meter distance of sensitive receptors, it would be subject to the same LSTs as the Approved Project. Therefore, due to the relative reduction in construction activities under the Modified Project from the overall reduction in proposed building square footage, Project emissions would not exceed the applicable LSTs, and impacts would remain less than significant. Therefore, the Modified Project would not result in any new, increased or substantially different impacts, other

than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Construction Health Risk

As noted, the Modified Project would not increase the scale of construction activity at PAs 2 through 4 but would decrease the total amount of building space constructed. Implementation of Mitigation Measure AQ-1 would continue to be incorporated under the Modified Project, ensuring that health risk impacts from construction activities remain less than significant, and the Modified Project would not increase the health risks for nearby receptors. Therefore, consistent with the findings of the Certified EIR, Project-related construction activities would not expose sensitive receptors to substantial TAC concentrations with implementation of Mitigation Measure AQ-1. Therefore, the Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Operational Impacts

Operation of the Modified Project would not generate substantial quantities of emissions from on-site stationary sources. Land uses that have the potential to generate substantial stationary sources of emissions that would require a permit from South Coast AQMD include industrial land uses, such as chemical processing and warehousing operations where substantial truck idling could occur on-site. Uses under the Modified Project would be limited to commercial, retail, and hospitality, which would not involve the stationary source emissions common for industrial land uses.

As shown in Table 3-4, *Proposed Project Localized On-Site Operational Emissions*, on-site emissions sources from the Modified Project would not exceed the operational LSTs used for the Approved Project, which continue to be applicable to the Modified Project. The Modified Project would also not result in a substantial increase in on-site emissions when compared to the Approved Project. Therefore, on-site emissions generated from operation of the Modified Project would not expose off-site sensitive receptors to substantial pollutant concentrations and TACs. Therefore, the Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Table 3-4 Proposed Project Localized On-Site Operational Emissions

Source	Emissions (lbs/day)			
	NO_X	CO	PM_{10}	$PM_{2.5}$
Approved Project				
PAs 2 through 4	0.85	1	<1	<1
Total ORSC Emissions[1]	4	57	<1	<1
Modified Project				
Area Sources	<1	<1	<1	<1
Energy Sources	2	1	<1	<1
Total	2	1	<1	<1
South Coast AQMD Screening-Level LST[2]	**270**	**2,193**	**4**	**2**
Exceeds Screening-Level LST?	**NO**	**NO**	**NO**	**NO**

Source	Emissions (lbs/day)			
	NO_X	CO	PM_{10}	$PM_{2.5}$
Net Change (Proposed Project minus Approved Project, PAs 2 through 4)	1	1	<1	<1
Exceeds Screening-Level LST?	**NO**	**NO**	**NO**	**NO**

Notes: In accordance with South Coast AQMD methodology, only on-site stationary sources and mobile equipment on the ORSC site are included in the analysis. Modeling assumptions in this table for the Approved and Modified Projects reflect those described in Table 6 of Appendix A.
[1] On-site operational emissions for all PAs under the ORSC, as shown in Table 5.3-16 of the Certified EIR.
[2] Operational LSTs are based on a 5-acre site and sensitive receptors within 82 meters (25 feet) in SRA 33, consistent with the Certified EIR.
Source: (PlaceWorks, 2025a, Table 6)

CO Hot Spots

Areas of vehicle congestion have the potential to create pockets of CO called hot spots. These pockets have the potential to exceed the state one-hour standard of 20 parts per million (ppm) or the eight-hour standard of 9.0 ppm. Because CO is produced in greatest quantities from vehicle combustion and does not readily disperse into the atmosphere, adherence to AAQS is typically demonstrated through an analysis of localized CO concentrations, typically produced at intersections where vehicles queue for longer periods and are subject to reduced speeds.

The Certified EIR demonstrated that the Approved Project would not generate CO hot spots, and nearby sensitive receptors would not be affected by project-related local air quality impacts. The SoCAB has been designated as attainment under both the national and California AAQS for CO. Under existing and future vehicle emission rates, a project would have to increase traffic volumes at a single intersection to more than 44,000 vehicles per hour—or 24,000 vehicles per hour where vertical and/or horizontal mixing is substantially limited—to generate a significant CO impact (Bay Area Air District 2023). The South Coast AQMD does not currently have adopted CO hotspot screening guidance, so guidance from the Bay Area Air District was utilized to determine whether the Modified Project could result in potentially significant impacts related to CO hotspot generation.

The Certified EIR noted that the Approved Project could generate up to 2,734 peak hour trips (midday peak hour) on a Saturday with concurrent events and a sold-out stadium event. Using the trip generation rates from the Institute of Transportation Engineers' (ITE) Trip Generation Manual (11th Edition), the Modified Project would result in the net addition of 278 trips during the midday peak hour under the scenario accounting for use of the baseball stadium on Saturday with no field tournaments, the traffic scenario for which the ORSC as a whole would experience the highest peak hour vehicle trips. Therefore, the total peak hour trips for the ORSC under this scenario with the addition of the Modified Project would be 3,012 trips. The annual average daily vehicle trip volumes surrounding the ORSC site include Chino Avenue (east of Grove Avenue) with 6,420 daily trips and Riverside Drive (east of Vineyard Avenue) with 19,978 daily trips. Assuming that all 3,012 peak hour trips generated by the Approved and Modified Projects would be along Riverside Drive, and assuming that all 19,978 daily trips along Riverside Drive occur during the same peak hour, the combined 22,990 daily trips would not exceed BAAQMD's recommended screening criteria of greater than 44,000 vehicles per hour or 24,000 vehicles per hour where vertical and/or horizontal mixing is substantially limited.

Impacts with respect to localized CO hotspots would continue to less than significant under the Modified Project, and the Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required. Mitigation Measure AQ-1, presented above, would be applicable to the Modified Project.

d. Result in other emissions (such as those leading to odors adversely affecting a substantial number of people)?

Summary of Certified EIR Finding: The Certified EIR concluded that any construction-related odor emissions would be temporary and intermittent. Additionally, noxious odors would be confined to the immediate vicinity of the construction equipment and impacts associated with construction-generated odors would be less than significant. The Approved Project included recreational, retail, and hospitality land uses and would not include the types of land uses that are considered to have objectionable odors. Additionally, the Approved Project would replace the existing dairy farm and agricultural fields, which would involve the removal of an estimated 122,437 cubic yards of animal manure across Planning Areas 1 through 5. The removal of manure on-site would result in the reduction in related odors during Project operation. The Approved Project would also be required to comply with South Coast AQMD Rule 402. Therefore, impacts associated with operational-generated odors would be less than significant.

Discussion of Effects: The threshold for odor is if a project creates an odor nuisance pursuant to South Coast AQMD Rule 402, *Nuisance*, which states:

A person shall not discharge from any source whatsoever such quantities of air contaminants or other material which cause injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public, or which endanger the comfort, repose, health or safety of any such persons or the public, or which cause, or have a natural tendency to cause, injury or damage to business or property. The provisions of this rule shall not apply to odors emanating from agricultural operations necessary for the growing of crops or the raising of fowl or animals.

The type of facilities that are considered to have objectionable odors include wastewater treatments plants, compost facilities, landfills, solid waste transfer stations, fiberglass manufacturing facilities, paint/coating operations (e.g., auto body shops), dairy farms, petroleum refineries, asphalt batch plants, chemical manufacturing, and food manufacturing facilities. The Certified EIR identified that odors generated by the ORSC would not affect a substantial number of people, and impacts would be less than significant.

The Modified Project consists of uses already anticipated under the Approved Project, which include retail, commercial and hospitality uses. As a result, operation of the Modified Project would not fall within the types of land uses with objectionable odors. Emissions from construction equipment, such as diesel exhaust, and from volatile organic compounds associated with architectural coatings and paving activities, may generate odors. However, these odors would be temporary and intermittent and are not expected to affect a substantial number of people. Similar to the Approved Project, land uses accommodated under the Modified Project would be subject to South Coast AQMD Rule 402, which would contribute to minimizing odor-related nuisances. The Modified Project would not introduce or require any new construction processes that would generate substantial odors compared with what was previously considered in the Certified EIR.

Therefore, odors associated with Project construction and operations would be less than significant. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

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?

Summary of Certified EIR Finding: The Certified EIR concluded that out of the 63 identified special-status plant species, there was potential for lucky morning-glory and smooth tarplant to occur within the ORSC site and impacts to special-status plant species would be potentially significant. Additionally, of the 49 special-status wildlife species identified in the literature review, 1 species (burrowing owl) was present, 2 (Crotch bumble bee and Western yellow bat) had a moderate potential to occur, and 10 (pallid bat, western mastiff bat, pocketed free-tailed bat, big-free tailed bat, Delhi sands flower-loving fly, tricolored blackbird, Swainson's hawk, white-tailed kite, coastal whiptail, and Los Angeles pocket mouse) had a low potential to occur in the ORSC site. Moreover, numerous tree and shrub species were present within the site and there were potential impacts to nesting birds. Project lighting would also be required to conform with the standards of the California Building Standards Code which stipulate maximum allowable light levels and light trespass requirements in addition to maximum allowable glare ratings for Project buildings and lighting; therefore, no impacts to sensitive species from lighting would occur.

Mitigation measures BIO-1 through BIO-9 specified the procedures and practices that would reduce potential impacts to all sensitive species that have the possibility of occurring in the ORSC site and Offsite Improvement Area. Most Mitigation Measures would require the implementation of focused biological surveys for each of the identified species or species type (nesting birds and roosting bats) and the preparation of management plans in coordination with California Department of Fish and Wildlife (CDFW). Implementation of these mitigation measures would ensure that the Approved Project identifies protected biological resources and minimizes take of such resources to the extent possible, reducing impacts to less than significant. Therefore, with the implementation of Mitigation Measures BIO-1 through BIO-9, the Approved Project would not have a substantive adverse effect on sensitive plant and wildlife species.

Discussion of Effects: The Project site is currently vacant and recently graded as part of the development of the Approved Project. All previous buildings and structures associated with the past dairy farm have been demolished and there is currently no vegetation or trees onsite. Mitigation Measures BIO-1 through BIO-9 would continue to be applicable. With the implementation of these mitigation measures, impacts to sensitive plant and wildlife species would be less than significant. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required. The following mitigation measures from the Certified EIR are applicable to the Modified Project:

BIO-1 Worker Environmental Awareness Program and Biological Monitor: Prior to the start of construction of the ORSC site or sewer line within the Offsite Improvement Area, a Worker Environmental Awareness Program (WEAP) shall be developed by the City or the City's consultant. A qualified biologist with experience with the sensitive biological resources in the region shall present the WEAP to all personnel working in the ORSC site and Offsite Improvement Area (either temporarily or permanently)

prior to the start of project activities. The WEAP may be videotaped and used to train newly hired workers or those not present for the initial WEAP. The WEAP could include but shall not be limited to discussions of the sensitive biological resources associated with the ORSC, project-specific measures to avoid or eliminate impacts to these resources, consequences for not complying with project permits and agreements, and contact information for the lead biologist. Logs of personnel who have taken the training shall be kept on the site at the construction or project office.

In addition to a WEAP, a qualified biologist (biological monitor) with experience monitoring for and identifying sensitive biological resources known to occur in the area shall be present during initial ground-disturbing activities related to the ORSC and Offsite Improvement Area (including fence installation and vegetation removal activities). As required by project permits, the qualifications of a biological monitor may need to be submitted to appropriate wildlife agencies for approval based on the resources the biologist will be monitoring. Biological monitoring duties shall include, but are not limited to, conducting worker education training, verifying compliance with project permits, and ensuring construction activities stay within designated work areas.

The biological monitor shall have the right to halt all activities in an affected area if a special status species is identified in a work area and is in danger of injury or mortality. If work is halted by the biological monitor, work shall proceed only after the hazards to the individual is removed and there is no longer a risk to the individual, or the individual has been moved from harm's way in accordance with the project's permits and/or management/translocation plans. The biological monitor shall take representative photographs of the daily activities and shall also maintain a daily log that documents general project activities and compliance with the project's permit conditions. Non-compliance shall also be documented in the daily log, including any measures that were implemented to rectify the issue.

BIO-2 Rare Plant Survey: A rare plant survey shall be conducted within suitable habitat during the appropriate blooming period for the lucky morning-glory (March through September) and smooth tarplant (April through September). The survey shall be conducted by a botanist or qualified biologist in accordance with the USFWS Guidelines for Conducting and Reporting Botanical Inventories for Federally Listed, Proposed, and Candidate Plants; the CDFW Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Natural Communities; and the CNPS Botanical Survey Guidelines of the CNPS. One survey shall be conducted during a time of the year that overlaps with all blooming periods (April through September).

If these species are observed during the rare plant survey, individual plants or populations shall be marked with GPS for mapping purposes. If any of these special-status plant species are detected in the ORSC site and Offsite Improvement Area and impacts to these species are unavoidable and impacts would result in deleterious effects to the regional population of the species, the City shall consult with CDFW to develop a mitigation plan or additional avoidance and minimization measures to ensure impacts to these plant species are minimized to the maximum extent practicable. Examples of measures that may be implemented after consultation with CDFW include establishing a no-disturbance buffer around

locations of individuals or a population, or additional monitoring requirements during construction of the ORSC and Offsite Improvement Area.

BIO-3 Burrowing Owl Management Plan: A live burrowing owl was documented in the ORSC site and Offsite Improvement Area during a biological survey conducted in September 2023, at which time the individual could have been migrating, arriving for the winter, or late in leaving its summer breeding grounds. Additionally, suitable burrowing owl habitat is present throughout the ORSC site and Offsite Improvement Area. In order to offset potential project related impacts to burrowing owl and its habitat a Burrowing Owl Management Plan (BOMP) shall be developed by a qualified Project biologist who has at least three (3) years of experience working with and/or managing burrowing owls on project sites. The BOMP shall outline project-specific protection measures that are in accordance with CDFW's Staff Report on Burrowing Owl Mitigation (Staff Report; CDFG 2012). The BOMP shall also identify protection measures to be implemented should the species be found on the ORSC site or Offsite Improvement Areas at any time of the year (i.e., migration periods, breeding/summer, and wintering). The BOMP shall outline specific pre-construction survey methods and timing in accordance with the Staff Report and shall include instruction on survey requirements should there be a lapse in construction or project activities. The BOMP shall include project activities before which pre-construction survey requirements shall be required (such as grading, vegetation removal, and fence installation). Mitigation methods outlined in the BOMP shall include, but not be limited to, establishment of no-disturbance buffers around potential or occupied burrowing owl burrows, additional biological monitoring requirements during project activities, and passive relocation during the burrowing owl non-breeding season (September 1 through January 31, annually). Regular reporting timeframes and requirements for communication with CDFW shall also be clearly outlined in the BOMP. The BOMP shall be submitted to CDFW for review and subject to CDFW approval prior to the start of Project ground-disturbing activities.

Additionally, the City of Ontario shall continue to carry out the requirements of its Memorandum of Agreement (MOA) with IERCD (dated November 21, 2023) to mitigate the loss of suitable burrowing owl habitat resulting from the Project. The MOA outlines the collection of Habitat Mitigation Fees by the City of Ontario that will be managed by a Land Trust for the acquisition, restoration, rehabilitation, and maintenance of lands selected by the Land Trust to have long-term conservation value for burrowing owl.

BIO-4 Preconstruction Surveys for Crotch Bumble Bee: If the Crotch bumble bee is no longer a Candidate or formally listed species under the California ESA at the time ground-disturbing activities occur, then no additional protection measures are proposed for the species.

If the Crotch bumble bee is legally protected under the California ESA as a Candidate or Listed species at the time ground-disturbing activities are scheduled to begin, preconstruction surveys shall be conducted in accordance with CDFW's Survey Considerations for California ESA Candidate Bumble Bee the season immediately prior to project-related ground disturbing activities (including but not limited to vegetation clearing, fence installation, and grading). A minimum of three Crotch bumble bee preconstruction surveys shall be conducted at two- to four-week intervals during the colony active period (April through August) when Crotch

bumble bees are most likely to be detected. Nonlethal, photo voucher surveys shall be completed by a biologist who holds a Memorandum of Understanding to capture and handle Crotch bumble bee (if nesting and chilling protocol is to be utilized) or by a CDFW-approved biologist experienced in identifying native bumble bee species (if surveys are restricted to visual surveys that will provide high-resolution photo documentation for species verification). The surveyor shall walk through all areas of suitable habitat focusing on areas with floral resources. Surveys shall be completed at a minimum of one person-hour of searching per three acres of suitable habitat during suitable weather conditions (sustained winds less than 8 mph, mostly sunny to full sun, temperatures between 65 and 90ºF) at an appropriate time of day for detection (at least an hour after sunrise and at least two hours before sunset, though ideally between 9:00 a.m. and 1:00 p.m.).

If Crotch bumble bees are detected, CDFW shall be notified by the designated biologist as further coordination may be required to avoid or mitigate certain impacts. At a minimum, two nesting surveys shall be conducted with focus on detecting active nesting colonies within one week and 24 hours immediately prior to ground disturbing activities that are scheduled to occur during the flight season (February through October). If an active Crotch bumble bee nest is detected, an appropriate no disturbance buffer zone (including foraging resources and flight corridors essential for supporting the colony) shall be established around the nest to reduce the risk of disturbance or accidental take and the designated biologist shall coordinate with CDFW to determine if an Incidental Take Permit under Section 2081 of the California ESA will be required. Nest avoidance buffers may be removed at the completion of the flight season and/or once the qualified biologist deems the nesting colony is no longer active and CDFW has provided concurrence of that determination. If no nests are found but the species is present, a full-time qualified biological monitor shall be present during vegetation or ground disturbing activities that are scheduled to occur during the queen flight period (February through March), colony active period (March through September), and/or gyne flight period (September through October). Because bumble bees move nest sites each year, two preconstruction nesting surveys shall be required during each subsequent year of construction, regardless of the previous year's findings, whenever vegetation and ground-disturbing activities are scheduled to occur during the flight season if nesting and foraging habitat is still present or has re-established.

BIO-5 Bat Management Plan: A Bat Management Plan shall be prepared by a qualified bat biologist no less than one year prior to the commencement of project-related activities (including, but not limited to, structure removal or demolition, tree removal, grading, and vegetation removal) that shall include specific avoidance and minimization measures to reduce impacts to roosting bats.

The project-specific Bat Management Plan may include any of the following as necessary and appropriate: additional habitat assessments of inaccessible areas that would be directly or indirectly impacted during Project activities, emergence and/or acoustic surveys for bats during the maternity season (April 1 through August 31) to assess the potential for bat maternity roosts in the ORSC site and Offsite Improvement Area, and preconstruction surveys for roosting bats including acoustic monitoring. The Bat Management Plan shall also include recommendations to minimize impacts to roosting bats, including the implementation of no-disturbance buffers, tree- and cliff-swallow nest removal

protocols, passive exclusion of bats outside of the maternity and hibernation seasons (if impacts are unavoidable), and/or species-specific replacement alternative roosting habitat.

BIO-6 Tree Avoidance and Removal Process. If trees are scheduled to be removed (e.g., relocating/modified (i.e., trimming) that were determined to be suitable for bat roosting, these activities shall be scheduled during one of the seasonal periods of bat activity listed below, and when evening temperatures are not below 45ºF and rain is not over 0.5 inch in 24 hours:

September 1 to October 31 (preferred): This is after the maternity season but prior to winter torpor.

February 15 to March 31: After winter torpor but prior to the start of the maternity season.

1. If trees with suitable bat roosting habitat are scheduled for removal or relocation outside of the maternity season, tree removal during the time periods and weather parameters described above using the two-step method shall be conducted:

a. Prior to the two-step method, as much as feasible, vegetation and trees within the area that are not suitable for roosting bats shall be removed first to provide a disturbance that might reduce the likelihood of bats using the habitat.

b. Two-step tree removal shall occur over two consecutive days under the supervision of a qualified bat biologist. On Day 1, small branches and small limbs containing no cavity, crevice or exfoliating bark habitat on habitat trees (or outer fronds in the case of palm trees), as identified by a qualified bat biologist are removed first, using chainsaws only (i.e., no dozers, backhoes). The following day (Day 2), the remainder of the tree is to be felled/removed. (The intention of this method is to disturb the tree with noise and vibration and branch removal on Day 1. This should cause any potentially present day-roosting bats to abandon the roost tree after they emerge for nighttime foraging. Removing the tree quickly the next consecutive day should avoid reoccupation of the tree by bats).

2. If tree removal/modification must occur during the maternity season (April 1 to August 31), a qualified bat biologist shall conduct a focused emergence survey(s) of the tree(s) within 48 hours of scheduled work. If a maternity roost is located, whether solitary or colonial, that roost shall remain undisturbed until after the maternity season or until a qualified biological monitor has determined the roost is no longer active.

BIO-7 Delhi Sands Flower-Loving Fly Habitat Suitability Assessment: Prior to the start of ground-disturbing activities (including vegetation removal and fence installation activities), a habitat assessment shall be performed within the ORSC site and Offsite Improvement Area and adjacent areas by a USFWS-permitted biologist with a 10(a)(1)(A) permit to conduct surveys for Delhi sands flower-loving fly and with extensive knowledge of the species. The purpose of the habitat assessment will be to determine the presence of suitable habitat for the species in the ORSC site and Offsite Improvement Area and adjacent areas as well as ascertain the potential

for the species to occur on or adjacent to the ORSC site and Offsite Improvement Area. The habitat assessment shall include a site walkover, a check of adjacent empty lots for comparison of habitat quality to the ORSC site and Offsite Improvement Area, photographs to document the site conditions, and characterizing the type and quality of the habitats within the ORSC site and Offsite Improvement Area with respect to Delhi sands flower-loving fly.

At the conclusion of the habitat assessment, a brief report of findings as well as recommendations on whether focused surveys must be conducted shall be prepared by the USFWS-permitted biologist. The report shall also include any additional project-specific avoidance, minimization, and mitigation measure recommendations for the species. The City shall follow the recommendations identified in the report of findings.

If Delhi sands flower-loving fly is present in the ORSC site and Offsite Improvement Area and impacts to the species are unavoidable, then the City must initiate consultation with USFWS under either Section 7 or 10 of the federal ESA. If suitable habitat is identified in the ORSC site and Offsite Improvement Area, then the City of Ontario will continue to carry out the requirements of its MOA with IERCD to mitigate for loss of Delhi Sands flower-loving fly habitat. This MOA outlines the collection of Habitat Mitigation Fees by the City of Ontario that will be managed by a Land Trust for the acquisition, restoration, rehabilitation, and maintenance of lands selected by the Land Trust to have long-term conservation value for species such as Delhi Sands flower-loving fly. Up to 25-percent of the total Mitigation Fee collected may be used for the recovery of the Delhi Sands flower-loving fly.

BIO-8 Preconstruction Survey for Nesting Birds: If construction or other project activities are scheduled to occur during the nesting bird and raptor season (generally February 1 through August 31), a preconstruction nesting bird and raptor survey shall be conducted by a qualified avian biologist to ensure that active bird nests will not be disturbed or destroyed. The survey shall be completed no more than three days prior to initial ground disturbance. The nesting bird survey shall include the ORSC site and Offsite Improvement Area and adjacent areas where Project activities have the potential to affect active nests, either directly or indirectly, due to construction activity, noise, human activity, or ground disturbance.

If an active nest is identified, a qualified avian biologist shall establish an appropriately sized nondisturbance buffer around the nest using flagging or staking. Construction activities shall not occur within any non-disturbance buffer zones until the nest is deemed inactive by the qualified avian biologist. If initial ground-disturbing activities are scheduled during the nesting bird season, then a biological monitor shall be present during all vegetation removal activities to ensure no impacts to nesting birds occur.

BIO-9 Biological Resources Best Management Practices: The construction contractor(s) shall implement the following construction best management practices during ground disturbing activities:

- To prevent encroachment into areas immediately adjacent to the Cucamonga Creek Flood Control Channel, temporary fencing should be installed along the eastern perimeter of the ORSC site.

- Confine all work activities to a predetermined work area.

- To prevent inadvertent entrapment of wildlife during the construction phase of the ORSC, all excavated, steep-walled holes or trenches more than two feet deep shall be covered at the close of each working day by plywood or similar materials. If the trenches cannot be closed, one or more escape ramps constructed of earthen fill or wooden planks shall be installed. Before such holes or trenches are filled, they should be thoroughly inspected for trapped animals.

- Wildlife are often attracted to burrow- or den-like structures such as pipes and may enter stored pipes and become trapped or injured. To prevent wildlife use of these structures, construction pipes, culverts, or similar structures with a diameter of four inches or greater shall be capped while stored onsite.

- Food-related trash items such as wrappers, cans, bottles, and food scraps shall be disposed of in securely closed containers and removed at least once a week from the construction site.

- Use of rodenticides and herbicides on the ORSC site shall be implemented in a manner that reduces the potential for primary or secondary poisoning of non-target species. This is necessary to prevent poisoning of non-target species, including special-status species, and the depletion of prey populations on which they depend. Use of such compounds shall observe label and other restrictions mandated by the USEPA, California Department of Food and Agriculture, and other state and federal legislation. If rodent control must be conducted, zinc phosphide shall be used because it has a proven lower risk to predatory wildlife.

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 Game or U.S. Fish and Wildlife Service?

Summary of Certified EIR Finding: The Certified EIR concluded that no sensitive natural communities were identified and sparsely distributed individuals of mulefat and black willows, ranging from one to three individuals each, were documented in the Offsite Improvement Area for the sewer line in association with the areas mapped as Agriculture land use. Due to their small size and sparse nature, these individuals were not considered a sensitive natural community because they did not fit the classifications of a sensitive natural community according to the Manual of California Vegetation and by CDFW. As such, no impacts to sensitive natural communities would occur as a result of development of the Approved Project.

Discussion of Effects: The Project site is currently vacant and recently graded as part of the development of the Approved Project. The Project site does not contain any riparian habitat or other sensitive natural community identified by the Department of Fish & Game or Fish & Wildlife Service's (USFWS) National Wetland Inventory (USFWS, 2025). Therefore, the Modified Project would not result in significant impacts to riparian habitat or other sensitive natural communities. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

c. Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

Summary of Certified EIR Finding: The Certified EIR concluded that no aquatic resources were identified on the 199-acre ORSC site and potential aquatic resources were identified within the Offsite Improvement Area. Results of the Aquatic Resources Delineation Report determined that none of the collected samples met all three criteria needed to determine a wetland. Additionally, there were no features in the wetland delineation study area that met the current definition of Waters of the U.S. to be regulated by U.S. Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act. Moreover, although indirect impacts to the Cucamonga Creek Flood Control Channel due to runoff and erosion could occur, implementation of the best management practices (BMPs) would reduce indirect impacts to a less than significant level. Therefore, impacts with respect to jurisdictional waters would be less than significant.

Discussion of Effects: According to the USFWS's National Wetland Inventory, no wetland habitat is present on site (USFWS, 2025). Therefore, consistent with the findings of the Certified EIR, Project implementation would have no impact on these resources. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

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?

Summary of Certified EIR Finding: The Certified EIR concluded that no wildlife corridors or linkages were present within the ORSC site and Offsite Improvement Area and no impacts to these resources were expected to occur as a result of development of the ORSC site and sewer alignment in the Offsite Improvement Area. Suitable bat roosting habitat was identified within the ORSC site and Offsite Improvement Area in the form of abandoned buildings and trees. Mitigation Measure BIO-5 required the preparation of a Bat Management Plan no less than one year prior to the commencement of construction activities. The Bat Management Plan would include the measures required to minimize impacts to roosting based on the identified habitat in the ORSC site and Offsite Improvement Area. Additionally, Mitigation Measure BIO-6 outlined the procedures necessary to reduce impacts to roosting bats with respect to tree removals. With the implementation of these mitigation measures impacts associated with roosting bat nursery sites would be reduce to a less than significant level.

Discussion of Effects: No surface water bodies; streams or waterways occur on the Project site. The Project site does not provide nursery sites for wildlife, nor is it conducive to function as a corridor for migratory wildlife. All building and structures associated with the dairy farm has been demolished and there are currently no vegetation or trees onsite. Therefore, no impact related to wildlife movement would occur. However, Mitigation Measure BIO-5 and BIO-6 would continue to be applicable to the Modified Project. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

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 (HCP), Natural Community Conservation Plan (NCCP), or other approved local, regional, or state habitat conservation plan?

Summary of Certified EIR Finding: The Certified EIR concluded that the Approved Project would be required to pay the City's habitat mitigation fee, which was established to cover potential environmental impacts to burrowing owl, DSFLF, raptor foraging, loss of open space, and agricultural lands. Additionally, the ORSC site did not contain any tree species protected under Section 6.05.020, Tree Preservation Policy and Protection Measures, of the Ontario Development Code and was not located within the boundaries of a Habitat Conservation Plan or Natural Communities Conservation Plan. Therefore, impacts would be less than significant.

Discussion of Effects: As discussed previously, the Project site has been recently graded as part of the Approved Project and there is no vegetation or trees existing onsite. Therefore, the Modified Project would not conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance, and impacts would be less than significant. Moreover, the Project site is not part of an adopted HCP, NCCP or other approved habitat conservation plan (CDFW, 2023). As a result, no adverse environmental impacts are anticipated. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

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?

Summary of Certified EIR Finding: The Certified EIR concluded that previous evaluations of buildings and structures on the ORSC site identified four historic period resources, three of which were at 9381 Riverside Drive (P-36-13241 through P-36-13243) and one at 13165 Ontario Avenue (P-36-13244). The previous resource evaluations determined that Resource P-36-13244 was not eligible for listing in the National Register of Historic Places (NRHP)/California Register of Historical Resources (CRHR) and did not meet the City's Historic Context criteria for local significance. An updated Architectural Evaluation for the buildings/structures at 9381 Riverside Drive was conducted and determined that the 9381 Riverside Drive did not meet NRHP or CRHR eligibility criteria or the City's historic landmark designation. Therefore, impacts to historical resources would be less than significant.

Discussion of Effects: According to the Certified EIR, the previous 2016 Phase II evaluation for the Armstrong Ranch Specific Plan included portions of the Project site (9309 Ontario Avenue) and determined that the structure associated with the abandoned dairy farm does not appear eligible for the NRHP or the CRHR or meet the Historic Context criteria for local significance. Moreover, under existing conditions, the site has now been graded and the dairy farm is no longer present on the Project site. Therefore, the Modified Project would not cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5, and no impacts

would occur. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?

Summary of Certified EIR Finding: The Certified EIR concluded the records search at the South-Central Coastal Information Center (SSCIC) determined that there were no Archaeological Determinations of Eligibility (i.e., archaeological resources assessed by the Office of Historic Preservation with respect to National Register eligibility) in the ORSC site. Additionally, according to the Native American Heritage Commission's (NAHC's) Sacred Land Files (SLF) record search, no tribal resources were found on the ORSC site. Although there were no current known archaeological resources in the ORSC site, the areas that had not been surveyed or studied and could contain archaeological resources. Mitigation Measure CUL-1 would ensure the preservation and curation of archeological resources if uncovered during ground-disturbing activities of the ORSC site and sewer alignment (Offsite Improvement Area). Implementation of Mitigation Measure CUL-1 would ensure that impacts to archaeological resources are mitigated to less than significant levels.

Discussion of Effects: Under existing conditions, the site is vacant and has been graded. While no adverse impacts to archeological resources are anticipated at this site due to its extent of prior ground disturbance, the presence of previously undiscovered subsurface archaeological resources on the Project site remains possible, and these resources could be affected by ground-disturbing activities associated with construction at the site. As a result, consistent with the findings of the Certified EIR, Mitigation Measure CUL-1 would be implemented to ensure the proper treatment of significant archaeological resources should they be encountered during ground-disturbing construction activities in native soil. Therefore, the Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required. The following mitigation measure from the Certified EIR is applicable to the Modified Project:

CUL-1 Prior to the start of construction, the Project Proponent shall retain a qualified professional archaeologist to monitor all ground-disturbing activities associated with construction of the ORSC site and Offsite Improvement Area. Monitoring is not required for placement of equipment or fill inside excavations that were monitored, above-ground construction activities, or redistribution of soils that were previously monitored (such as the return of stockpiles to use in backfilling). The Monitoring Archaeologist shall meet or work under the direct supervision of someone meeting the Secretary of the Interior's professional qualifications standards for prehistoric and historic archaeology. The archaeologist shall be present at a pregrading meeting(s), establish procedures for archeological resource monitoring during grading and construction, and establish, in conjunction with the City, procedures to temporarily halt or redirect all work to allow the sampling, identification, and evaluation of all resources as that are encountered by the archaeologist. 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 conjunction with the City, that shall be taken for exploration and/or salvage in compliance with CEQA standards.

c. Disturb any human remains, including those interred outside of dedicated cemeteries?

Summary of Certified EIR Finding: The Certified EIR concluded the Approved Project would require demolition, ground clearing, excavation, grading, and other construction activities, in order to accommodate the proposed improvements onsite and offsite sewer improvements. In the unlikely event soil-disturbing activities associated with the Approved Project could result in the discovery of human remains, compliance with existing law including California Health and Safety Code, Section 7050.5; CEQA Section 15064.5; and PRC Section 5097.98 would ensure that significant impacts to human remains would not occur. Therefore, impacts to human remains would be less than significant.

Discussion of Effects: The Project is in an area that has been previously disturbed by the development of the ORSC. The possibility of uncovering human remains during Project-related grading activities is remote due to fact that the recent demolition and grading activities of the site has substantially disturbed the subsurface of the site. Thus, human remains are not expected to be encountered during any construction activities. However, as concluded in the Certified EIR, in the unlikely event that human remains are discovered, existing regulations, including the California Public Resources Code Section 5097.98 and California Health and Safety Code Section 7050.5, would afford protection for human remains discovered during redevelopment activities including but not limited to demolition, site preparation and grading, infrastructure installation, and other ground-disturbing activities. Furthermore, standards have been imposed on the Modified Project that in the event of unanticipated discoveries of human remains are identified during excavation and construction activities, the area shall not be disturbed until any required investigation is completed by the County Coroner and/or Native American consultation has been completed, if deemed applicable. Consistent with the findings of the Certified EIR, mandatory compliance with these requirements would ensure that no significant impacts associated with the discovery of human remains would occur. Therefore, the Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

6. ENERGY. Would the project:

The analysis in this section is based on the *Air Quality and Greenhouse Gas Emissions Technical Memorandum for Hotel Ontario Aloft + Residence Inn Project* prepared by PlaceWorks, Inc. (PlaceWorks) dated November 17, 2025. This report is provided in its entirety as Appendix A of this Addendum.

a. Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?

Summary of Certified EIR Finding: The Certified EIR concluded that construction of the Approved Project would result in minimal electricity and no natural gas usage during construction activities. Additionally, demands for energy associated with transportation fuels would come from the transport and use of construction equipment, delivery vehicles and haul trucks, and construction employee vehicles that would use diesel fuel or gasoline. The construction contractors would be required to minimize nonessential idling of construction equipment in

accordance with the 13 CCR, Article 4.8, Chapter 9, Section 2449. Such required practices would limit wasteful and unnecessary energy consumption. Therefore, the Approved Project would not result in wasteful, inefficient, or unnecessary consumption of fuel use during construction.

Operation of the Approved Project would create demand for electricity and natural gas for building energy use and demand for electricity, compressed natural gas, diesel, and gasoline for vehicle transportation. Regulatory compliance (e.g., Building Energy Efficiency Standards, CALGreen, Renewables Portfolio Standard [RPS], and Corporate Average Fuel Economy [CAFÉ] standards) would increase building energy efficiency and vehicle fuel efficiency and reduce building energy demand and transportation-related fuel usage. Additionally, the ORSC site would include design features pursuant to the applicable energy efficiency requirements in effect at the time the respective building undergoes permitting, encourage active transportation, and incorporate renewable energy generation that will contribute to minimizing building and transportation-related energy demands overall and demands on nonrenewable sources of energy. Therefore, implementation of the Approved Project would not result in inefficient, wasteful, or unnecessary energy consumption and impacts would be less than significant.

Discussion of Effects:

Construction Impacts

The Modified Project would result in less building square footage constructed than under the Approved Project. Energy consumption during construction activities under the Modified Project would therefore be similar or less than that of the Approved Project. Electricity and fuel resources would be consumed temporarily during construction activities. For example, electric-powered construction equipment could include hand tools (e.g., power drills, table saws) and lighting. Natural gas or other types of fuel would be used for construction vehicles and equipment. Use of such equipment would be considered necessary for the construction of the Modified Project, and all construction equipment would cease operating upon completion of Project construction. Furthermore, to limit wasteful and unnecessary energy consumption, construction contractors would be required to minimize nonessential idling of construction equipment during construction, in accordance with Section 2449 of the California Code of Regulations, Title 13, Article 4.8, Chapter 9.

Overall, energy consumption during construction under the Modified Project would be similar to that of the Approved Project; the Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Operational Impacts

Building Energy: Electricity and Natural Gas

Operation of the Modified Project would generate new demand for electricity (e.g., appliances and cooling), natural gas (e.g., cooking and heating), and transportation energy.

The proposed electricity and natural gas consumption from operation under the Modified Project is shown in Table 6-1, *Operation-Related Building Energy Consumption*. Though the Modified Project would generate additional energy demand at the site, it would be similar to the energy demand for PAs 2 through 4 of the Approved Project. Like the Approved Project, the Modified Project would also be required to comply with the applicable Building Energy Efficiency Standards and CALGreen requirements. Compliance with the current Building Energy Efficiency Standards and CALGreen would be consistent with the goals outlined in Appendix F of the CEQA Guidelines, as the Modified Project would promote the use of renewable energy and decrease

reliance on fossil fuels to meet the energy demands of the Modified Project. Additionally, the Modified Project would be required to implement Mitigation Measures AQ-2, GHG-1, GHG-2, and GHG-3, which would decrease natural gas usage under the Modified Project and promote on-site renewable energy generation.

In addition to the proposed building energy efficiency, Southern California Edison is required to comply with the State's RPS, which mandates utilities to procure a certain proportion of electricity from eligible renewable and carbon-free sources and increasing the proportion through the coming years, with an ultimate procurement requirement of 100 percent by 2045. The RPS requirements would support use of electricity by the Modified Project that is generated from renewable or carbon-free sources. Overall, the Modified Project would generally be consistent with the goals outlined in Appendix F of the CEQA Guidelines regarding increasing energy efficiency, decreasing reliance on fossil fuels, and increasing renewable energy sources. Because the Modified Project would comply with these regulations, it would not result in wasteful, inefficient, or unnecessary energy demands.

Therefore, the Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Table 6-1 Operation-Related Building Energy Consumption

Land Use[1]	Electricity (kWh/year)	Natural Gas (kBTU/year)
Approved Project		
PAs 2 through 4	3,500,028	3,152,123
Total ORSC Emissions	17,338,246	12,359,271
Modified Project		
PAs 2 through 4	3,678,327	6,107,068
Net Change (Modified Project minus Approved Project, PAs 2 through 4)	178,299	2,954,945
Percent Increase Under Modified Project	**1%**	**24%**

Source: (PlaceWorks, 2025a, Table 9)

Transportation Energy

The Modified Project would result in the consumption of transportation energy during operation from the use of motor vehicles associated with employees and visitors to the site, in addition to truck deliveries for the commercial uses. When compared to the Approved Project, the Modified Project involves similar land uses and would generate similar types of trips to the Project site. Additionally, as demonstrated in Table 6-2, the number of trips under the Modified Project would be similar to those under the Approved Project. As shown in Table 6-2, *Average Daily Trip Generation Comparison for the Approved and Modified Project*, the Modified Project would result in an increase in trips during the scenarios modeled for events on Saturdays, but would result in a decrease in trips during the weekday scenario.

Table 6-2 *Average Daily Trip Generation Comparison for the Approved and Modified Project*

	Weekday with Stadium Event	Saturday with Tournament (No Baseball Stadium Event)	Saturday with Baseball Stadium Event (No Tournaments)
Approved Project	8,060	8,035	8,035
Modified Project	7,638	8,149	8,149
Difference	-422 (-5.2%)	114 (1.4%)	144 (1.4%)

Source: (PlaceWorks, 2025a, Table 10)

Additionally, compliance with Mitigation Measure GHG-3 would require the installation of electric vehicle charging above the mandatory amount, allowing for increased electric vehicle charging under the Proposed Project. Compliance with Mitigation Measure TRAF-1 would help to decrease VMT and associated vehicle fuel consumption associated with the Modified Project.

Moreover, the general fuel efficiency of vehicles with each passing year would improve on average. The improvement in fuel efficiency would be attributable to the statewide fuel reduction strategies and regulatory compliances (e.g., CAFE standards), resulting in new cars that are more fuel efficient and the attrition of older, less fuel-efficient vehicles. The CAFE standards are not directly applicable to land use development projects, but to car manufacturers. Thus, neither the Modified Project nor the City has direct control of the fuel efficiency of vehicles that are manufactured and available. However, compliance with the CAFE standards by car manufacturers would ensure that vehicles produced in future years have greater fuel efficiency and would generally result in an overall benefit of reducing fuel usage by providing the population of the Project site's region more fuel-efficient vehicle options. In addition, because electricity generated in California is required to meet the increasing renewable energy mix requirements under the State's RPS, a greater and greater share of electricity consumed for transportation energy demand under the Modified Project would be sourced from renewable energy sources rather than fossil fuels.

Therefore, the Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

b. Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?

Summary of Certified EIR Finding: The Certified EIR concluded that the California RPS program requirements do not directly apply to individual development projects, but to utilities and energy providers such as SCE, whose compliance with RPS requirements would contribute to the State of California objective of transitioning to renewable energy. Additionally, as discussed in the GHG section of the Certified EIR, the Approved Project would be generally considered consistent with the City's Community Climate Action Plan (CCAP) and consistent with its energy efficiency and renewable energy strategies. Therefore, the Approved Project would be consistent with the California RPS program and the City's CCAP, and impacts would be less than significant.

Discussion of Effects: The following evaluates consistency of the Modified Project with California's Renewables Portfolio Standard program and the Ontario CCAP.

California RPS Program

The State's electricity grid is transitioning to renewable energy under California's Renewable Energy Program. Renewable sources of electricity include wind, small hydropower, solar, geothermal, biomass, and biogas. Electricity production from renewable sources is generally considered carbon neutral. Executive Order S-14-08, signed in November 2008, expanded the State's RPS to 33 percent renewable power by 2020. This standard was adopted by the legislature in 2011 (Senate Bill [SB] X1-2). SB 350 (de Leon) was signed into law September 2015 and establishes tiered increases to the RPS—40 percent by 2024, 45 percent by 2027, and 50 percent by 2030. SB 350 also set a new goal to double the energy-efficiency savings in electricity and natural gas through energy efficiency and conservation measures.

On September 10, 2018, Governor Brown signed SB 100, which supersedes the SB 350 requirements. Under SB 100, the RPS for public-owned facilities and retail sellers consist of 44 percent renewable energy by 2024, 50 percent by 2026, 52 percent by 2027, and 60 percent by 2030. The bill also established a state policy that eligible renewable energy resources and zero-carbon resources supply 100 percent of all retail sales of electricity to California end-use customers and 100 percent of electricity procured to serve all state agencies by December 31, 2045. Additionally, SB 1020 adds interim targets to the SB 100 framework to require renewable energy and zero-carbon resources to supply 90 percent of all retail electricity sales by 2035 and 95 percent of all retail electricity sales by 2040. Under SB 100 and SB 1020, the state cannot increase carbon emissions elsewhere in the western grid or allow resource shuffling to achieve the 100 percent carbon-free electricity target.

The Statewide RPS goal is not directly applicable to individual development projects, but to utilities and energy providers such as SCE, which is the utility that would provide all of electricity needs for the Modified Project. Compliance of SCE in meeting the RPS goals would ensure the State is meeting its objective in transitioning to renewable energy. In addition, the Modified Project would be required to comply with the applicable Building Energy Efficiency Standards and implement the requirements under Mitigation Measures AQ-2 and GHG-1 through GHG-3, which would contribute to increasing energy efficiency and renewable energy use under the Modified Project.

Therefore, implementation of the Modified Project would not conflict with or obstruct implementation of California's RPS Program.

Ontario CCAP

The City of Ontario adopted the CCAP to implement a plan to reduce GHG emissions to achieve SB 32 emission reduction targets by year 2030 and additional reductions beyond year 2030. While the CCAP's primary focus is reducing community-wide GHG emissions, a main strategy in the plan relates to improving energy efficiency, reducing fossil fuel energy consumption, and promoting renewable energy consumption in its place. The Certified EIR concluded that the Approved Project would generally be considered consistent with the City's CCAP and its energy efficiency and renewable energy strategies, as shown in Table 5.8-7 of the Certified EIR. Like the Approved Project, the Modified Project would comply with these CCAP strategies and implement mitigation measures that further increase energy efficiency and renewable energy generation.

Similar to the Approved Project, the Modified Project would be required to comply with the California Building Standards Code, including the Building Energy Efficiency Standards in Part 6, that is in effect at the time that each proposed structure is designed. Currently, the 2022 Building Energy Efficiency Standards require that new structures of specified occupancy types either include rooftop solar systems or be designed in such a way they achieve the same energy efficiency as if solar were included. The Modified Project would also receive the benefits of the

ORSC's pedestrian and active transportation improvements throughout and adjacent to the ORSC site, such as sidewalks and bicycle lanes, that would reduce VMT and transportation fuel consumption. Moreover, the Modified Project would comply with applicable water efficiency standards in CALGreen to reduce the amount of water and electricity consumed for treatment and transport during operation. These features support the Modified Project's consistency with the Ontario CCAP strategies that are focused on energy efficiency and renewable energy. Therefore, the Modified Project would be consistent with the Ontario CCAP, and impacts would remain less than significant.

Therefore, the Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

7. GEOLOGY & SOILS. Would the project:

a. Expose people or structures to 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?

Summary of Certified EIR Finding: The Certified EIR concluded that the ORSC site was not within any Alquist-Priolo Earthquake Fault Zone and the potential for surface rupture at the site was considered remote. Additionally, compliance with the standards of the California Building Code (CBC) and Ontario Municipal Code to ensure that structures designed for human occupancy would meet earthquake resistance standards and reduce impacts from seismic ground shaking to a less than significant level. Due to the depth to groundwater on the site and its vicinity (approximately 190 feet below the existing ground surface), the potential for liquefaction based on the existing conditions was low and impacts with respect to liquefaction hazards would be less than significant. Furthermore, according the California Geological Survey's Deep-Seated Landslide Susceptibility Map, the ORSC site was in an area of low landslide hazard susceptibility and impacts would be less than significant.

Discussion of Effects: Ground rupture is the visible offset of the ground surface when an earthquake rupture along a fault affects the Earth's surface. Southern California, including the City of Ontario, is subject to the effects of seismic activity due to the active faults that traverse the area. Active faults are defined as those that have experienced surface displacement within Holocene time (approximately the last 11,000 years) and/or are in a State-designated Alquist-Priolo Earthquake Fault Zone. As shown in Figure S-01, Regional Faults and Fault Zones, of the TOP 2050, the Project site is not located with an Alquist-Priolo Earthquake Fault Zone (City of Ontario, 2022a). Fault rupture would not occur on the Project site since no active faults cross the Project site, and no impacts would occur.

Southern California is a seismically active area and properties in the City of Ontario, including the Project site, are subject to periodic ground shaking and other effects from earthquake activity along nearby regional faults. The Project site is not at an increased risk relative to the surrounding areas. Consistent with the findings in the Certified EIR, Project-related structures and buildings would be required to be designed and built-in compliance with the CBC (California Code of Regulations, Title 24, Part 2), which contains provisions for earthquake safety based on factors including occupancy type, the types of soil and rock onsite, and the probable strength of ground motion, the Ontario Municipal Code, and all other ordinances adopted by the City related to construction and safety. Therefore, as structures would be designed to meet or exceed CBC standards for earthquake resistance, the Modified Project would not create significant impacts related to seismic ground shaking, and impacts would be less than significant.

Seismic-related ground failure includes, but is not limited to, liquefaction. Liquefaction is a seismic phenomenon in which loose, saturated, granular soils behave similarly to fluids when subject to high intensity seismic events. Liquefaction occurs when three general conditions coexist: 1) shallow groundwater, 2) low-density non-cohesive (granular) soils and 3) high-intensity ground motion. According to the Department of Conservation and Certified EIR, the Project site is not located within an area of shallow groundwater or liquefaction zone (CDC, 2025). Therefore, consistent with the findings in the Certified EIR, the Modified Project does not have the potential to expose people or structures to seismic-related liquefaction, and impacts would be less than significant.

Slope failures in the form of landslides are common during strong seismic shaking in areas of steep hills. The Project site and surrounding area are generally flat with no significant slopes and is not located within a landslide zone (CDC, 2025). Therefore, impacts related to landslides would be less than significant. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

b. Result in substantial soil erosion or the loss of topsoil?

Summary of Certified EIR Finding: The Certified EIR analyzed thresholds b, c, and d together and concluded that the Approved Project would involve the grading the 199-acre site to remove or relocate the organic matter associated with historical dairy operations on the site in addition to off-site construction on surrounding roadways. Trenching, grading, and compacting associated with the construction of buildings; the modification, construction, and relocation of underground utility lines; and installation of landscaping and construction of hardscape could expose on-site soil to wind and water erosion during construction activities. According to the NRCS Web Soil Survey, the ORSC site had a medium to high susceptibility to soil erosion. However, compliance with the CBC and Ontario Municipal Code and review of grading plans by the City Engineer would ensure impacts related to erosion would be less than significant.

Discussion of Effects: Erosion is the movement of rock and soil from place to place. Erosion occurs naturally by agents such as wind and flowing water; however, grading and construction activities can greatly increase erosion if effective erosion control measures are not used. Common means of soil erosion from construction sites include water, wind, and being tracked offsite by vehicles. The Project site is currently graded and contain exposed soils; however, consistent with the findings in the Certified EIR, the Modified Project would be required to comply with the CBC and Ontario Municipal Code to ensure impact related to erosion would be less than significant.

Moreover, the State Water Resources Control Board (SWRCB) Order No. 2009-0009-DWQ (General Construction Permit) contains water quality standards and stormwater discharge requirements that apply to construction projects of one acre or more. The General Construction Permit was issued pursuant to the National Pollutant Discharge Elimination System (NPDES) regulations for implementing part of the federal Clean Water Act. The General Construction Permit requires preparation of a SWPPP that identifies the sources of pollution that may affect the quality of stormwater discharges and describes and ensures the implementation of BMPs to reduce the pollutants, including silt and soil, in construction stormwater discharges. Examples of BMPs that are commonly included in SWPPPs are shown in Table 7-1, below.

Table 7-1 Examples of Construction-Phase Stormwater Pollution Prevention BMPs

Category	Goal	Sample Measures
Erosion Controls	Prevent soil particles from being detached from the ground surface and transported in runoff	Preserving existing vegetation; soil binders; geotextiles and mats
Sediment controls	Filter out soil particles that have entered runoff	Barriers such as slit fences and gravel bag berms; and street sweeping
Tracking Controls	Prevent soil from being tracked offsite by vehicles	Stabilized construction roadways and entrances/exits
Wind Erosion Control	Prevent soil from being transported offsite by wind	Similar to erosion controls above
Non-stormwater Management	Prevent discharges of soil from site by means other than runoff and wind	BMPs regulating various construction practices; water conservation
Waste and Materials Management	Prevent release of waste materials into storm discharges	BMPs regulating storage and handling of materials and wastes

The Modified Project will be required to comply with the NPDES permit by preparing and implementing a SWPPP specifying BMPs for minimizing pollution of stormwater with soil and sediment during Project construction. Adherence to the BMPs in the SWPPP would reduce, prevent, or minimize soil erosion from Project-related site preparation and construction activities. Therefore, compliance to all applicable regulations related to soil erosion would ensure no significant erosion impacts would occur. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

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?

Summary of Certified EIR Finding: The Certified EIR concluded that the ORSC site could expose persons or structures to potentially significant hazards from compressible soils and the 2023 geotechnical study recommended that prior to placement of compacted fills, all nonengineered fills and loose, porous, or compressible soils be removed down to competent ground. Therefore, compliance with the CBC and Ontario Municipal Code, in addition to review of grading plans by the City Engineer and incorporation of recommendations from the project geotechnical investigations, would ensure no significant impacts would occur.

According to the NRCS web soil survey, an approximately 52-acre portion of the site was underlain by Hilmar loamy fine sand has a high corrosion potential for steel. The remaining portion of the site was underlain by Delhi fine sand has a low corrosion potential. The 2015 study and 2023 study provided recommendations to correct and reduce existing on-site soils and geotechnical conditions of the ORSC site, including protecting pipes by utilizing coatings and using clean backfills and a cathodic protections system. The incorporation of these recommendations in addition to compliance with the CBC and review from the City Engineer would ensure that impacts related to corrosive soils are less than significant.

Due to the depth of groundwater (approximately 190 feet below the existing ground surface) and the low moisture level of the soil, the potential for lateral spreading on the site was considered low. Moreover, there was a potential for subsidence in the Ontario area due to groundwater pumping and extraction from the Chino Basin. It was anticipated that if subsidence due to groundwater extraction were to occur, it would affect the entire region and not result in significant differential settlement across the site. Additionally, the 2023 study reported that soils at the ORSC site had a subsidence factor of 0.15 foot and noted that the degree to which fill soils were compacted may require adjustments in grades near the completion of grading to balance the earthwork. The incorporation of the recommendations from the studies of the remaining portions of the ORSC site would ensure that impacts regarding lateral spreading and subsidence for the ORSC site to be less than significant.

Discussion of Effects: As stated previously under Response 7.a, the Project site is not susceptible to landslides or liquefaction. As concluded in the Certified EIR, there is potential for other geologic hazards on the Project site, including compressible soils, corrosion, and subsidence. However, Project-related structures would be required to be designed and built-in compliance with the CBC and the Ontario Municipal code, which requires the Modified Project to implement the recommendations of the site-specific geotechnical investigation. Consistent with the findings in the Certified EIR, compliance with the CBC, Ontario Municipal Code, recommendations from geotechnical investigations, and City review of grading plans would ensure that impacts would be less than significant. Therefore, the Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

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?

Summary of Certified EIR Finding: The Certified EIR concluded that 2015 geotechnical study determined that the soils on the studied portion of the ORSC site had a low to medium expansion potential while the 2023 study determined that soils at the ORSC site had a very low expansion classification. Additionally, the 2023 study recommended that potential expansive properties of the soils be reassessed and verified at the completion of rough grading. With the compliance to the CBC and Ontario Municipal Code and recommendations of the respective geotechnical investigations and City Engineer, impacts associated with expansive soils would be reduced to a less than significant level.

Discussion of Effects: Expansive soils are defined as soils possessing clay particles that react to moisture changes by shrinking or swelling. As discussed previously, soils at the Project site have a very low expansion classification. Consistent with the findings of the Certified EIR, the Modified Product would be required to comply with the CBC, Ontario Municipal Code and recommendations of the respective geotechnical investigation to ensure no adverse impacts

related to expansive soils would occur. Therefore, the Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

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?

Summary of Certified EIR Finding: The Certified EIR concluded that the Approved Project would not include septic systems and include installation of new sewer infrastructure connecting to the public sewer system that serves the City. Therefore, no impacts related to septic tanks would occur.

Discussion of Effects: No septic tanks will be used as part of the Modified Project. The Project would connect to the existing wastewater disposal system. Accordingly, consistent with the findings of the Certified EIR, no impact would occur. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

f. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

Summary of Certified EIR Finding: The Certified EIR concluded that records search through the Western Science Center in Hemet produced no results for fossil localities within the ORSC site and Offsite Improvement Area or within a one-mile radius of the area. However, deep excavations at approximately 5 to 10 feet below ground surface in soil types below the Holocene alluvium deposits could impact paleontological resources. Mitigation Measure GS-1 would require preparation of a Paleontological Resources Mitigation and Monitoring Plan (PRMMP) and Mitigation Measure GS-2 would require an archeological/paleontological resources monitor onsite during excavation activities that exceed a depth of 10 feet below the ground surface. Mitigation Measure GS-3 also provides additional procedure in the event of fossil discovery. Therefore, with the implementation of Mitigation Measures GS-1 through GS-3, potential impacts to paleontological resources would be reduced to a level that is less than significant.

Discussion of Effects: The Project has been graded as part of the Approved Project; therefore, the potential to discover paleontological resources would be low. However, in an event of unanticipated discovery, the Modified Project would be required to implement Mitigation Measures GS-1 through GS-3 to ensure construction activities will not continue or will be moved to other parts of the Project site and a qualified paleontologist shall be contacted to determine the significance of these resources in the event unanticipated paleontological resources are identified during excavation. Consistent with the findings of the Certified EIR, With the implementation of Mitigation Measures GS-1 through GS-3, impacts to paleontological resources would be less than significant. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required. The following mitigation measures from the Certified EIR are applicable to the Modified Project:

GS-1 Prior to grading, a Paleontological Resources Mitigation and Monitoring Plan (PRMMP) shall be prepared by a Qualified Paleontologist meeting the standards of Society of Vertebrate Paleontology (2010). The PRMMP shall discuss the laws and regulations for the protection of paleontological resources, the significance of fossils, and protocol to follow in case a discovery is made. The PRMMP shall also outline the duties of paleontological monitoring onsite, including the salvaging and preparation of fossils and the final submission of all paleontological resources to an accredited museum or facility for curation.

GS-2 During excavations exceeding depth of approximately 5 to 10 feet below ground surface, a qualified paleontological monitor shall be present during construction activities to spot check the sediments and depths of excavations to determine the geologic units encountered. If paleontological resources are discovered, full-time monitoring shall be required during grading, as identified in the Paleontological Resources Monitoring and Mitigation Plan.

GS-3 In the event of any fossil discovery, regardless of depth or geologic formation, construction work shall halt within a 50-foot radius of the find until its significance can be determined by a qualified paleontologist. Significant fossils shall be recovered, prepared to the point of curation, identified by qualified experts, listed in a database to facilitate analysis, and deposited in a designated paleontological curation facility in accordance with the standards of the Society of Vertebrate Paleontology (2010). A regional repository shall be identified by the City Council and a curatorial arrangement shall be signed prior to collection of the fossils.

8. GREENHOUSE GAS EMISSIONS. Would the project:

The analysis in this section is based on *the Air Quality and Greenhouse Gas Emissions Technical Memorandum for Hotel Ontario Aloft + Residence Inn Project* prepared by PlaceWorks, Inc. (PlaceWorks) dated November 17, 2025. This report is provided in its entirety as Appendix A of this Addendum.

a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

Summary of Certified EIR Finding: The Certified EIR concluded that the City has identified a no net increase threshold of zero and the Approved Project would generate approximately 21,777 $MTCO_2e$ annually. Mitigation Measure TRAF-1 requires implementation of transportation demand management (TDM) measures, such as pedestrian and active transportation improvements, to reduce VMT. Nonetheless, the vehicle fuel source, vehicle fuel efficiency, and travel mode for visitors are largely outside of the control of the ORSC, hence, no additional mitigation would be feasible to reduce vehicle-related emissions. The second-largest emissions source, energy consumption, results from electricity use and the consumption of natural gas on-site. Therefore, Mitigation Measure GHG-1 is required to reduce all on-site natural gas consumption by requiring all uses that do not include commercial cooking appliances to be designed as all-electric, precluding the installation and use of gas fueled appliances that are not necessary for commercial cooking activities. In addition, Mitigation Measure GHG-2 would be required to ensure that electricity is generated on-site from renewable sources to the extent feasible. These mitigation measures would reduce emissions to the extent feasible. However, the ORSC emissions

would still exceed the no net increase GHG emissions threshold. Therefore, impacts would be significant and unavoidable.

Discussion of Effects:

Construction Impacts

Because the Modified Project would involve a decrease in the overall building square footage across PA 2 through PA 4, equipment use during construction of the Modified Project would be similar to or less than what was identified for PA 2 through PA 4 of the Approved Project. This would result in similar if not fewer construction GHG emissions generated for the Proposed Project when compared to the Approved Project. The Certified EIR noted that the South Coast AQMD does not have an adopted threshold for construction GHG emissions. Therefore, determination of significance for GHG emissions impacts in the Certified EIR was limited to those under operation of the Approved Project. The South Coast AQMD recommends that average annual construction emissions be amortized over 30 years and added to operational emissions to account for temporary GHG emissions from construction phases (South Coast AQMD 2009) However, because construction equipment use and subsequent construction GHG emissions would be similar or decrease under the Modified Project, construction emissions from the Modified Project would not contribute to a net increase in total ORSC construction GHG emissions, and the evaluation of GHG emissions under the Modified Project is therefore limited to operational emissions.

Operational Impacts

The Certified EIR assessed the emissions of the Approved Project against a zero net increase threshold, consistent with the State's carbon neutrality goals under AB 1279. Under this threshold, the Modified Project in combination with the Approved Project would have a significant impact with respect to GHG emissions if its total emissions would exceed the no net increase threshold utilized in the Certified EIR. The Modified Project's operation-phase GHG emissions compared to the Approved Project are shown in Table 8-1, *Project-Related Operation GHG Emissions*. As shown below, implementation of the Modified Project would not result in an increase in GHG emissions compared to what was analyzed in the Certified EIR primarily due to mobile source emissions (e.g., privately owned vehicles from visitors and employees traveling to the project site) which are not under the control of the City or Project Applicant. However, as shown in Table 8, the increase in operational GHG emissions resulting from the Modified Project would constitute an increase of an estimated 468 MT CO2e per year, or an increase in total ORSC emissions by approximately 2.1 percent. Therefore, the significant GHG effect identified in the Certified EIR would not be substantially more severe with implementation of the Modified Project. The Modified Project's compliance with the Ontario CCAP efficiency threshold, as shown in Table 8, is discussed in Impact b, below.

As shown in Table 8-1, the Modified Project would result in a slight increase in GHG emissions when compared to the Approved Project, primarily due to the slight increase in vehicle trip generation and hotel building space energy needs, and impacts would remain significant and unavoidable. Nonetheless, operational GHG emissions would be reduced through compliance with Mitigation Measures GHG-1 through GHG-4 in addition to AQ-2, and TRAF-1. Mitigation Measures GHG-1 and GHG-2 require all-electric building design and on-site renewable energy systems and were incorporated under the Approved Project to address GHG emissions reductions. As discussed below in Response 8.b, Mitigation Measures GHG-3 and GHG-4 were incorporated to reduce impacts associated with consistency with the CARB 2022 Scoping Plan and the Ontario CCAP.

In addition to the requirements specific to projects in the ORSC, State emissions reductions requirements would also reduce emissions throughout the lifetime of the Modified Project. For example, the State's electricity grid is transitioning to renewable energy under California's RPS Program requirements, which is expanded by regulations such as SB 100. SB 100 established a landmark policy requiring renewable energy and zero-carbon resources supply 100 percent of electric retail sales by 2045. The statewide RPS goal is not directly applicable to individual development projects but to utilities and energy providers such as SCE, which is the utility that would provide all of electricity needs for the Modified Project. SCE's compliance with the RPS goals would support the State in meeting its objective in transitioning to renewable energy. These features and progress toward achieving RPS goals would help to reduce operational GHG emissions.

Therefore, the Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Table 8-1 Operation-Related Building Energy Consumption

Source	Project GHG Emissions ($MTCO_2e$/Year)
Approved Project	
PAs 2 through 4	9,265
Total ORSC Emissions[1]	21,777
Modified Project	
Mobile	8,347
Area	0
Energy	1,217
Water	36
Solid Waste	87
Refrigerants	46
Total Project Emissions	**9,732**
Net Change (Modified Project minus Approved Project, PAs 2 through 4)	**468**
Significant Increase?	**No**
Ontario CCAP Efficiency Threshold ($MTCO_2e$/2,500 square feet of conditioned building space)[2]	**8.84**
Proposed Project GHG Efficiency Threshold ($MTCO_2e$)[3]	**100.5**
Exceeds GHG Efficiency Threshold?	**Yes**

[1] Total emissions for all PAs of the ORSC as shown in Table 5.8-5 of the Certified EIR.
[2] Ontario CCAP efficiency threshold for non-residential buildings operational before 2030.
[3] Based on the total 242,144 square feet of proposed building space across PAs 2 through 4.
Source: (PlaceWorks, 2025a, Table 8)

Mitigation: No additional mitigation required. Mitigation Measures AQ-2, GHG-1 through GHG-4, and TRAF-1are applicable to the Modified Project.

b. Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

Summary of Certified EIR Finding: The Certified EIR concluded that the ORSC would be potentially inconsistent plans adopted for the purpose of reduce GHG emissions, including CARB's 2022 Scoping Plan, Southern California Association of Governments' (SCAG's) Regional Transportation Plan/Sustainable Communities Strategy (SCS), and the City's CCAP. Implementation of Mitigation Measure GHG-4 would ensure that development projects within the ORSC are consistent with the City's CCAP. Additionally, implementation of the Mitigation Measures GHG-1 through GHG-3 as well as TRAF-1 would reduce impacts to the extent feasible. However, the ORSC would continue to result in a substantial increase in total VMT in the City, exceed the City's VMT threshold, and potentially be inconsistent with the VMT reduction goals in the Scoping Plan and SCS. Therefore, impacts would remain significant and unavoidable.

Discussion of Effects:

CARB Scoping Plan

The adopted 2022 CARB Scoping Plan is applicable to State agencies but is not directly applicable to cities/counties and individual projects (i.e., the Scoping Plan does not require the City to adopt policies, programs, or regulations to reduce GHG emissions). However, new regulations adopted by the State agencies outlined in the Scoping Plan result in GHG emissions reductions at the local level. As a result, local jurisdictions benefit from reductions in transportation emissions rates, increases in water efficiency in the building and landscape codes, and other statewide actions that affect a local jurisdiction's emissions inventory from the top down. Statewide strategies to reduce GHG emissions include the low-carbon fuel standard and changes in the corporate average fuel economy standards (e.g., Pavley I and Pavley California Advanced Clean Cars program). Like the Approved Project, the Modified Project would adhere to the programs and regulations identified by the Scoping Plan and implemented by State, regional, and local agencies to achieve the statewide GHG reduction goals of SB 32 and AB 1279. For example, new buildings under the Proposed Project would meet the current CALGreen and Building Energy Efficiency standards at the time they are constructed. Table 8-1 demonstrates that the Modified Project would result in a minor increase in GHG emissions when compared to the Approved Project; however, the Modified Project would incorporate Certified EIR Mitigation Measures GHG- 1, GHG-2, and GHG-3, and would therefore be consistent with the Scoping Plan objectives to demonstrate consistency with the State's long-term carbon neutrality goals.

Though Statewide efforts could provide downstream reductions at the local level, the 2022 Scoping Plan identifies three priority areas for local actions that would support and amplify the overall state efforts to reduce GHG emissions and achieve the long-term climate goals: 1) transportation electrification, 2) VMT reduction, and 3) building decarbonization. The Certified EIR incorporated Mitigation Measures GHG-1 and GHG-3 to ensure that projects under the ORSC would incorporate all-electric building design and EV charging infrastructure with the voluntary CALGreen Tier 2 standards, consistent with the first and third 2022 Scoping Plan priority areas. Because the Approved Project exceeded the City's VMT thresholds after incorporation of all feasible mitigation measures, the Certified EIR determined that the Approved Project would not be consistent with the second Scoping Plan priority area for VMT reduction. Compliance with Mitigation Measures GHG-1 and GHG-3 would ensure that the Modified Project is also consistent with the transportation electrification and building decarbonization priority areas. While the Modified Project would also comply with Mitigation Measure TRAF-1 to reduce VMT impacts and

would result in similar VMT when compared to the Approved Project, impacts would continue to remain significant and unavoidable with respect to compliance with the VMT reduction priority area. The Modified Project would not result in a new impact or a substantial increase in the severity of impacts when compared to the Certified EIR.

SCAG's Regional Transportation Plan/Sustainable Communities Strategy

SCAG adopted the 2024-2050 RTP/SCS, Connect SoCal, in September 2024. Connect SoCal finds that land use strategies that focus on new housing and job growth in areas rich with destinations and mobility options would be consistent with a land use development pattern that supports and complements the proposed transportation network. The overarching strategy in Connect SoCal is to plan for the southern California region to grow in more compact communities in transit priority areas and priority growth areas; provide neighborhoods with efficient and plentiful public transit; establish abundant and safe opportunities to walk, bike, and pursue other forms of active transportation; and preserve more of the region's remaining natural lands and farmlands. Connect SoCal's transportation projects help more efficiently distribute population, housing, and employment growth, and forecast development is generally consistent with regional-level general plan data to promote active transportation and reduce GHG emissions. The projected regional development, when integrated with the proposed regional transportation network in Connect SoCal, would reduce per-capita GHG emissions related to vehicular travel and achieve the GHG reduction per capita targets for the SCAG region.

Connect SoCal does not require that local general plans, proposed projects, or zoning be consistent with the SCS, but provides incentives for consistency to governments and developers. The Certified EIR concluded that because the Approved Project would not result in population growth and would incorporate VMT reduction strategies, the Approved Project would be consistent with Connect SoCal and impacts would be less than significant. The Modified Project would implement Mitigation Measure TRAF-1 and would result in similar impacts with respect to population growth.

Ontario CCAP

To ensure new development projects are consistent with the Ontario CCAP, the CCAP includes implementation of a development review process to reduce GHG emissions associated with new development. The development review process sets procedures for evaluating GHG impacts and determining significance for CEQA purposes by using the "Greenhouse Reduction Measures Screening Thresholds Tables" to mitigate project GHG emissions that exceed the threshold level. The screening tables provide a menu of options that both ensure implementation of the reduction strategies and flexibility for projects to reduce GHG emissions to levels that align with the City's reduction goals. The Certified EIR analyzed the Approved Project's consistency with the applicable strategies of the CCAP in Table 5.8-7, Ontario Regional Sports Complect Consistency with CCAP Strategies, of the Certified EIR. While the Approved Project was found to be consistent with the strategies in the CCAP, Mitigation Measure GHG-4 was incorporated to ensure that individual development projects in the ORSC would adhere to the measures in the CCAP. This mitigation measure requires projects in PAs 2 through 4 to either achieve a 100-point score under the CCAP's GHG performance standards (Table 6, "Screening Table for Implementing GHG Performance Standards for Commercial, Office, Medical, Hotel, Industrial, and Retail Development, 2030," of the CCAP) or demonstrate that annual emissions would not exceed the applicable GHG efficiency threshold.

For purposes of showing consistency with the Ontario CCAP and demonstrating compliance with Mitigation Measure GHG-4, a comparison of the Modified Project's emissions to the applicable efficiency threshold of the CCAP is shown in Table 8-1. The Modified Project is anticipated to become operational before 2030; therefore, the 8.84 $MTCO_2e$ per 2,500 square

feet of conditioned space efficiency metric was utilized to determine the Modified Project's consistency with the CCAP. As shown in Table 8-1, the Modified Project's emissions would exceed the 8.84 $MTCO_2e$ per year efficiency metric of the CCAP for nonresidential development projects, with an estimated efficiency of 100.5 $MTCO_2e$ per year per 2,500 square feet of conditioned space, which is principally the result of the Modified Project's mobile and energy-source GHG emissions. Therefore, the Modified Project will be required to achieve a 100-point score in the screening table of the CCAP (Table 6 of the CCAP) to show compliance with Mitigation Measure GHG-4.

Furthermore, like the Approved Project, the Modified Project would be consistent with all relevant strategies in the Ontario CCAP. The Modified Project would largely be subject to the same regulatory requirements as development in the rest of the ORSC, including requirements related to energy efficiency, transportation emissions reductions, offroad equipment emissions reductions, waste diversion, and water use efficiency. The Modified Project would also be required to comply with all applicable mitigation measures under the Approved Project that align with the strategies in the CCAP, including Mitigation Measures GHG-1, GHG-2, GHG-3, and TRAF-1. Thus, the Modified Project would not result in a new impact or substantial increase in the severity of impacts when compared to the Certified EIR with respect to consistency with the CCAP.

Therefore, the Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required. Mitigation Measures GHG-1, AQ-2, and TRAF-1a are applicable to the Modified Project. Additionally, the following mitigation measures from the Certified EIR are applicable to the Modified Project. Modification was made to Mitigation Measure GHG-4 to reflect edits for specifying the pathway of compliance outlined in the measure. Because the Modified Project's GHG emissions would exceed the applicable CCAP GHG efficiency threshold, the Modified Project would need a 100-point score on the CCAP's Table 6 screening table.

GHG-3 The City of Ontario shall require that the parking lots and parking structure install electric vehicle spaces in compliance with the voluntary Tier 2 standards under Section A5.106.5.3.2 of the Non-residential Voluntary Measures in the 2022 California Green Building Standards Code. All site plans submitted to the City of Ontario Planning Department shall illustrate compliance with Section A5.106.5.3.2.

GHG-4 The City of Ontario shall require applicants to design and construct buildings in Planning Areas 2, 3, and 4 to achieve a 100-point score with the 2022 Community Climate Action Plan (CCAP), Table 6, "Screening Table for Implementing GHG Performance Standards for Commercial, Office, Medical, Hotel, Industrial, and Retail Development, 2030." ~~Alternatively, the analysis of development projects can be done through emissions calculations to demonstrate equivalent reductions using CalEEMod or a similar tool. Projects that do not use the CCAP Screening Tables to demonstrate consistency with the 2022 CCAP must demonstrate that they will generate annual GHG emissions that do not exceed the following emission screening thresholds from the CCAP:~~

~~1. For residential development completed between 2020 and 2030, the~~

~~project shall not produce GHG emissions greater than 5.85 MTCO2e/dwelling unit.~~

~~2. For residential development completed after 2030, the project shall not produce GHG emissions greater than 1.53 MTCO2e/dwelling unit.~~

~~3. For nonresidential developments of all types completed between 2020 and 2030, the project shall not produce GHG emissions greater than 8.84 MTCO2e/2,500 square feet of conditioned space.~~

~~4. For nonresidential developments of all types completed after 2030, the project shall not produce GHG emissions greater than 3.61 MTCO2e/2,500 square feet of conditioned space.~~

~~For projects that include both residential and nonresidential space, the residential and nonresidential components must be assessed separately against their respective applicable thresholds.~~

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?

Summary of Certified EIR Finding: The Certified EIR concluded that the handling, use, transport, and disposal of hazardous materials during the construction phase of the Approved Project would also comply with existing regulations of the Environmental Protection Agency (EPA), the San Bernardino County Environmental Health Division, Occupational Safety and Health Administration (OSHA), California Division of Occupational Safety and Health, and US Department of Transportation. Operation of the Approved Project may involve the routine storage and use of small quantities of commercially available hazardous materials for routine maintenance (e.g., paint, cleaning supplies, and fuel). The routine handling and use of hazardous materials by workers would be performed in accordance with OSHA regulations, which included training requirements for workers and a requirement that hazardous materials were accompanied by manufacturer's Safety Data Sheets. Compliance with these existing regulations would ensure that workers and nearby residents were protected from exposure to hazardous materials that may be transported, stored, or used on-site. Therefore, impacts would be less than significant.

Discussion of Effects: A significant impact may occur if a project would involve the use or disposal of hazardous materials as part of its routine operations, or would have the potential to generate toxic or otherwise hazardous emissions that could adversely affect sensitive receptors. As demonstrated in the analysis below, the Modified Project would result in the same uses that were anticipated in the Certified EIR and would not result in a hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Project Construction

General Construction Hazardous Waste

Heavy equipment (e.g., dozers, excavators, tractors) would operate on the subject

property during construction of the Modified Project. Heavy equipment is typically fueled and maintained by petroleum-based substances such as diesel fuel, gasoline, oil, and hydraulic fluid, which is considered hazardous if improperly stored or handled. Also, materials such as paints, adhesives, solvents, and other substances typically used in building construction would be located on the Project site during construction. Improper use, storage, or transportation of hazardous materials can result in accidental releases or spills, potentially posing health risks to workers, the public, and the environment. This is a standard risk on all construction sites, and there would be no greater risk for improper handling, transportation, or spills associated with the Modified Project than would occur on any other similar construction site. Construction contractors would be required to comply with all applicable federal, State, and local laws and regulations regarding the transport, use, and storage of hazardous construction-related materials, including but not limited requirements imposed by the EPA, OSHA, San Bernardino County Environmental Health Division, California Department of Toxic Substances Control (DTSC), South Coast AQMD, and Santa Ana Regional Water Quality Control Board (RWQCB). Consistent with the findings of the Certified EIR, with mandatory compliance with applicable hazardous materials regulations, the Modified Project would not create a significant hazard to the public or the environment through routine transport, use, or disposal of hazardous materials during the construction phase.

Project Operation

The Modified Project includes the development of a hotel with commercial uses. Once constructed, the Modified Project would use hazardous materials primarily for maintenance activities, including for maintenance of the proposed building, swimming pool, and other site improvements. The uses proposed by the Modified Project typically do not present a hazard associated with the accidental release of hazardous substances into the environment because the future visitors and employees are not anticipated to use, store, dispose, or transport large volumes of hazardous materials. Hazardous substances associated with operations are typically limited in both amount and use such that they can be contained without impacting the environment. Routine maintenance activities for the Modified Project may include the storage and use of hazardous materials such as cleansers, solvents, pesticides, pool cleaning supplies, paint, fertilizers, and similar materials. No manufacturing, industrial, or other uses utilizing large amounts of hazardous materials would occur within the Project site. Typical use of household hazardous materials would not generally result in the transport, disposal, or release of hazardous materials in an amount that would create a significant hazard to the public or environment.

Operation of the Modified Project would be required to comply with all applicable federal, State, and local regulations to ensure the proper transport, use, and disposal of hazardous substances. Consistent with the findings of the Certified EIR, with mandatory regulatory compliance, potential hazardous materials impacts associated with long-term operation of the Modified Project is not expected to pose a significant hazard to the public or environment through the routine transport, use, or disposal of hazardous materials. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

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?

Summary of Certified EIR Finding: The Certified EIR discussed thresholds b and d together and concluded that the Phase I Environmental Site Assessments (ESAs) conducted identified

Recognized Environmental Conditions (RECs) from the current and/or historical agricultural fields and dairy farm and livestock farming operations. Additionally, the ORSC site was listed in Hazardous Waste Tracking System (HWTS), Hazardous Waste Information System (HAZNET), CalEPA Regulated Site Portal (CERS), Enforcement Action Listing (ENF), California Integrated Water Quality System (CIWQS), National Pollutant Discharge Elimination System (NPDES), Exposure Model for Individuals (EMI), Facility Index System (FINDS), Statewide Environmental Evaluation and Planning System Underground Storage Tank (SWEEPS UST), San Bern. Co. Permit, and Hazardous Substance Storage Container (HIST UST), Facility Inventory Database for Underground Storage Tanks (CA FID UST), and San Bernardino County Permit databases for the generation of minor quantities of hazardous wastes, previous minor violations, various emissions, a 550-gallon diesel-fuel UST, and for having an active NPDES permit. Therefore, impacts regarding the release of and exposure to soil contaminants on the ORSC site would be potentially significant.

Mitigation Measure HAZ-1 would require additional review and testing of the ORSC site through Phase I and Phase II ESAs. Any contaminated media exceeding the applicable regulatory thresholds would be remediated in accordance with state and local agency requirements. This requirement would ensure that all RECs at the ORSC site are identified, documented, and remediated, as necessary or applicable. Mitigation Measure HAZ-1 would therefore reduce risks to human health and potential impacts of hazards and hazardous materials to less than significant. With the implementation of Mitigation Measure HAZ-1, impacts would be less than significant.

Discussion of Effects: The Project site is located within the 15 Dairy Farm LLC study area and the Certified EIR concluded that the Project site is included in the HWTS, San Bernardino County Permits, CIWQS, and FINDS databases. The Phase I ESA also recognized the USTs onsite as an environmental concern; however, it was concluded that it is not considered a REC because the UST did not have unauthorized releases.

Construction

During Project construction, there is a possibility of accidental release of hazardous substances such as petroleum-based fuels or hydraulic fluid used for construction equipment. The level of risk associated with the accidental release of hazardous substances is not considered significant due to the small volume and low concentration of hazardous materials utilized during construction. The construction contractor would be required to use standard construction controls and safety procedures that would avoid and minimize the potential for accidental release of such that any materials released are appropriately contained and remediated as required by local, State, and federal law.

The Modified Project would comply with the requirements of applicable laws and regulations governing upsets and accidents including the requirements of the hazardous materials disclosure program, the California Accidental Release Prevention Program, the hazardous materials release response plans and inventory program, and California Health and Safety Code Section 25500. These requirements would ensure that all potentially hazardous materials are handled in an appropriate manner and would minimize the potential for upset and accident conditions. For example, all spills or leakage of petroleum products during construction activities are required to be immediately contained, the hazardous material identified, and the material remediated in compliance with applicable State and local regulations for the cleanup and disposal of that contaminant. All contaminated waste would be required to be collected and disposed of at an appropriately licensed disposal or treatment facility. As part of the demolition and grading that occurred on the Project site, Mitigation Measure HAZ-1 was completed and all contaminated soils and/or material encountered was disposed of at a regulated site and in accordance with applicable laws and regulations prior to the completion of grading to ensure no significant impacts related to the release of hazardous materials into the environment would

occur. Therefore, the Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Operation

Regulatory requirements pertaining to upsets and accidents following during the construction phase would also be implemented during the operational phase. As discussed previously, the Modified Project does not proposed uses that would include any components associated with the transport, use, or disposal of hazardous materials beyond those typical of a similar land use, which would be conducted in accordance with all applicable local, State, and federal regulations. General cleaning activities on-site that contain toxic substances are usually low in concentration and small in amount; therefore, there is no significant risk to humans or the environment from the use of such cleaning products. Therefore, with mandatory regulatory compliance, the Modified Project would not increase the potential for accident conditions which could result in the release of hazardous materials into the environment. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances or waste within one-quarter mile of an existing or proposed school?

Summary of Certified EIR Finding: The Certified EIR concluded that there were no schools within 0.25 miles; therefore no impacts would occur with respect to use and emission of hazardous materials near schools.

Discussion of Effects: The Project site is within 0.25 mile of the existing or proposed school. The closest school to the Project site is the Live Oak State Preschool School, located approximately 0.2 miles to the northeast of the Project site. As discussed under Response 10.a, with mandatory regulatory compliance, potential hazardous materials impacts associated with long-term operation of the Modified Project is not expected to pose a significant hazard to the public or environment through the routine transport, use, or disposal of hazardous materials. Therefore, implementation of the Modified Project would not have the potential to emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within 0.25 miles of an existing or proposed school. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

d. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

Summary of Certified EIR Finding: As discussed above, the Certified EIR concluded that the ORSC site was listed under various databased and additional review and testing would be required. Mitigation Measure HAZ-1 would ensure that all RECs at the ORSC site are identified, documented, and remediated, as necessary or applicable. With the implementation of Mitigation Measure HAZ-1, impacts would be less than significant.

Discussion of Effects: As discussed above under Response 9.b, the Project site is included HWTS, San Bernardino County Permits, CIWQS, and FINDS databases; however, the Project site does not contain any RECs, nor is the Project site affected by any off-site hazards or hazardous materials. Additionally, completion of Mitigation Measure HAZ-1 ensured the Modified Project would not create a significant hazard to the public or the environment. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required. Mitigation Measure HAZ-1 would be applicable to the Modified Project.

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?

Summary of Certified EIR Finding: The Certified EIR concluded that the ORSC site was approximately 2.8 miles south of Ontario International Airport (ONT) and approximately 2.2 miles northeast of the Chino Airport. The site was within the Influence Areas of both airports but outside the Safety Zones and noise contours of both airports. The ORSC site was, however, within the FAA Height Notification Surface zone for ONT, which requires the FAA to be notified of any construction that would result in a structure that exceeds a 100:1 slope projecting 20,000 feet from the nearest ONT runway. Moreover, the Approved Project did not require FAA notification since the maximum height of the proposed structures does not conflict with the ONT airspace protection zones. A consistency determination analysis was completed by the City for submittal to ONT-IAC and found no conflicts with the airport safety zones. Therefore, impacts would be less than significant.

Discussion of Effects: As discussed above, the Project site is located within the ONT and Chino Airports Influence Area, but outside of the safety and noise contours. Additionally, previous consistency determination analysis determined no conflicts with the airport safety zones. Therefore, the Modified Project would not result in a safety hazard or excessive noise for people residing or working in the Project area. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

f. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

Summary of Certified EIR Finding: The Certified EIR concluded that the Approved Project would be expected to increase the volume of vehicles leaving the site in event of an emergency, which could hinder traffic conditions and impede the ability of emergency vehicles to access the site. Mitigation Measure TRAF-2 would require a Parking and Event Traffic Management Plan (TMP) to ensure that traffic on weekends with major events, such as baseball game at the Minor League Baseball Stadium or tournaments and games held at the City park and indoor athletic facility building, would not impede emergency operations or local traffic. The TMP would also involve coordination with the Ontario Fire Department and Police Department to provide sufficient emergency access and traffic control on-site. Additionally, Mitigation Measure TRAF-3 required preparation and implementation of a construction management plan to ensure that construction activities do not interfere with emergency access. Therefore, with the implementation of Mitigation Measures TRAF-2 and TRAF-3, the Approved Project would not conflict with

implementation of emergency response or evacuation plans during construction or operation, and impacts would be less than significant.

Discussion of Effects: Construction of the Modified Project would be generally confined to the Project site and would not physically impair access to the site or the Project area. During both construction and long-term operation, the Modified Project would be required to maintain adequate emergency access for emergency vehicles as required by the City and the OFD. In addition, the Modified Project will comply with the requirements of the OFD and all City requirements for fire and other emergency access. As concluded in the Certified EIR, Mitigation Measure TRAF-3 would require a construction management plan to ensure construction activities would not impair the City's emergency response plan or evacuation plan. Moreover, as part of the City's Design Review process, the City reviewed the Project's application materials to ensure that the design of the Project would meet City requirements, appropriate emergency ingress and egress would be available to-and-from the Project site and that the Project would not substantially impede emergency response times in the local area. Therefore, the Modified Project would not impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required. The following mitigation measure from the Certified EIR is applicable to the Modified Project:

TRAF-3 Prior to issuance of grading permits, the construction contractor shall prepare and submit a construction management plan. The construction management plan shall be approved by the City of Ontario Public Works Department. The construction management plan shall identify construction hours, truck routes, travel patterns for haul routes, staging and parking areas, staggered worker arrival times, and safety procedures for pedestrians and cyclists. The construction management plan shall prohibit the use of heavy construction vehicles during peak hours. The plan shall also require the construction contractor to implement the following measures during construction activities, which shall be discussed at the pre-grading conference/meeting:

- Minimize obstruction of through-traffic lanes and provide temporary traffic controls, such as a flag person, during all roadway improvement activities to maintain adequate access for emergency vehicles and personnel.

- Develop a traffic plan to minimize interference for emergency vehicles and personnel from demolition and construction activities (e.g., advanced public notice of demolition and construction activities).

g. Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?

Summary of Certified EIR Finding: The Certified EIR concluded that the ORSC site was not in a designated fire hazard severity zone and did not contain unique slopes or other factors that would exacerbate wildfire risks. Therefore, the Approved Project would not expose people or structures to a significant risk of loss, injury, or death involving wildland fires and impacts would be less than significant.

Discussion of Effects: As discussed above, the Project site is not located with a SRA or VHFHSZ in a LRA(CAL FIRE, 2025) and does not contain factors that would exacerbate wildland fire risk. Implementation of the Modified Project would not expose people or structures to a significant risk involving wildland fires and would not exacerbate the risk or result in post-wildfire hazards (e.g., landslides, mudflows, and flooding). Therefore, the Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

10. HYDROLOGY & WATER QUALITY. Would the project:

The analysis in this section are based on the Water Quality Management Plan and Hydrology and Hydraulic Study prepared by Hariya INC (Hariya) dated October 2025 and is provided in their entirety as Appendices B.1 and B.2 of this Addendum.

a. Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?

Summary of Certified EIR Finding: The Certified EIR concluded that clearing, grading, excavation, and construction activities associated with the Approved Project had the potential to impact water quality through soil erosion and increasing the amount of silt and debris carried in runoff. To minimize these potential impacts, future development associated with the Approved Project would require compliance with the State Water Resources Control Board (SWRCB) Construction General Permit (CGP) Order WQ 2022-0057-DWQ, which included the preparation and implementation of a Stormwater Pollution Prevention Plan (SWPPP). In addition, the City of Ontario required that an erosion and sediment control plan be submitted prior to grading plan approval and the issuance of a grading permit. Submittal of the permit registration documents and implementation of the SWPPP and the erosion control plan throughout the construction phase of the Apported Project would address anticipated and expected pollutants of concern as a result of construction activities. As a result, water quality impacts associated with construction activities would be less than significant.

Once the Approved Project has been constructed, urban runoff could include a variety of contaminants that could impact water quality. Preliminary and final Water Quality Management Plans (WQMPs) would be required for the ORSC under the MS4 permit prior to the start of construction. The WQMPs would identify BMPs for prevention of stormwater pollution during the post-construction phase, including site-design, source-control, and/or treatment BMPs. Preliminary stormwater control plans for the Approved Project included the use of the off-site Mill Creek Wetlands, which could accommodate a runoff discharge volume from up to 120 acres of the ORSC site associated with the open space-recreation land uses, and on-site BMPS, such as bio-retention areas, underground detention facilities, and permeable landscaping and planter areas. The ORSC would comply with the BMPs in the WQMPs in addition to all State, County, and local regulations regarding stormwater runoff during the operational phase. Therefore, water quality standards and waste discharge requirements would not be exceeded, and surface water and groundwater quality would not be degraded. Impacts would be less than significant.

Discussion of Effects: As demonstrated in the analysis below, the Modified Project would not violate any water quality standards or waste discharge requirements. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Temporary Construction-Related Activities

Construction of the Modified Project would involve grading, paving, utility installation, construction, and landscaping activities. Construction activities would result in the generation of potential water quality pollutants such as silt, debris, chemicals, paints and solvents, and other chemicals with the potential to adversely affect water quality. As such, short-term water quality impacts have the potential to occur during construction of the Modified Project in the absence of protective or avoidance measures.

Construction activities would disturb the 3.41-acre site; therefore, the Modified Project is subject to the requirements of the SWRCB GCP, as previously analyzed in the Certified EIR. Mandatory adherence to the CGP and implementation of measures outlined in the SWPPP would ensure that the Modified Project does not violate any water quality standards or waste discharge requirements during construction activities. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Post-Development Water Quality Impacts

The site would be developed with a proposed hotel building up to 158,272 s.f. and 25,337 s.f. of commercial uses along with associated parking and landscaping. To meet the requirements of the NPDES permit, the Project Applicant would be required to prepare and implement a WQMP. Implementation of the WQMP ensures on-going, long-term protection of the watershed basin.

According to the Modified Project's Preliminary WQMP, included as Appendix B.1, the Modified Project is designed to include on-site structural source control BMPs consisting of underground stormtech infiltration system and catch basins. In addition, operation source control BMPs would be implemented, including but not limited to, litter/debris control program, inspection of the infiltration basins after each landscape procedure, vacuum sweeping of private streets and parking lots, and education/training of site occupants and employees on stormwater BMPs (Hariya, 2025a). Compliance with the Preliminary WQMP and long-term maintenance of proposed on-site water quality control features would be required by the City to ensure the long-term effectiveness of all on-site water quality features.

Consistent with the findings of the Certified EIR, the Modified Project's mandatory compliance with all applicable regulations would further reduce potential water quality impacts during long-term operation. Implementation of the Modified Project would have a beneficial impact on water quality because it would capture all on-site flows and treat flows prior to being discharged into the City's storm drainage system. Based on the foregoing analysis, the Modified Project would not violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality or result in potential discharge of stormwater to affect beneficial uses of receiving waters. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

b. Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin)?

Summary of Certified EIR Finding: The Certified EIR concluded that the Approved Project would increase the amount of impermeable surfaces thus reducing groundwater recharge. Approximately 46 percent of the City's water supply was groundwater pumped by the City from

the Chino Groundwater Basin; groundwater pumping was managed by OMUC so that domestic demands did not exceed the safe yield for the basin. The Approved Project's estimated water demand would be met by the City's existing available water supply documented in the 2015 and 2020 Urban Water Management Plans and the Approved Project would not substantially deplete groundwater supplies. Although development of the Apported Project would increase the amount of impervious surfaces and could potentially impact groundwater recharge, the ORSC was required to implement BMPs and Low Impact Development (LID) measures in accordance with the County WQMP guidance and the regional MS4 permit. With implementation of stormwater control measures to be included in the preliminary and final WQMPs for the Approved Project, the potential for the Approved Project to substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin would be less than significant.

Discussion of Effects: Water supply to the Modified Project would be provided by OMUC and would not require the direct use of groundwater at the Project site. Therefore, the Modified Project would not require direct additions or withdrawals of groundwater. Excavation that would result in the interception of existing aquifers or penetration of the existing water table is not proposed or anticipated. In addition, the total water demand for the Approved Project was estimated to be 215,748 gallons per day (gpd) or 242 acre-feet per year (afy). Using the water demand[1] from the Certified EIR, the Modified Project would result in a total water demand of 39,280[2] gallons per day (gpd) compared to the Approved Project's demand of 37,786 gpd for PAs 2 through 4. Therefore, the Modified Project would result in an nominal increase of 1,494 gpd in water demand. As discussed in Response 19.b, both the 2015 and 2020 UWMP anticipated a total of 606 acre-feet per year (afy) for the ORSC site from the Armstrong Ranch Specific Plan. Therefore, the increase in water demand from the Modified Project would be anticipated under the UWMPs and the Modified Project would not substantially deplete groundwater supplies. Consistent with the findings of the Certified EIR, the Modified Project would be required to comply with the measures in the WQMP. Therefore, impacts on groundwater would be less than significant. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

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;

Summary of Certified EIR Finding: The Certified EIR concluded that the Approved Project would involve site improvements that required grading, excavation, and soil exposure during construction, with the potential for erosion or siltation to occur. If not controlled, the transport of these materials to local waterways could temporarily increase suspended sediment concentrations and release pollutants attached to sediment particles. To minimize this impact, the Approved Project would be required to comply with the requirements in the State's CGP, including preparation of a notice of intent and SWPPP prior to the start of construction activities. In addition, the City of Ontario required preparation of an erosion and sediment control plan and implementation of BMPs to control erosion, debris, and construction-related pollutants. For post-

[1] Hotel: 130 gpd/room; Retail: 1,800 gpd/acre
[2] 130 gpd/room x 226 + 1,800 gpd x 5.5 acre = 39,280 gpd

construction, the Approved would be required to control stormwater discharges under NPDES Permit through preparation of a WQMP identifying BMPs for reducing or eliminating runoff. Collectively, implementation of BMPs outlined in SWPPPs, erosion and sediment control plans, and WQMPs, would address anticipated erosion and siltation impacts. Therefore, impacts would be less than significant.

Discussion of Effects: Under existing conditions, the Project site does not contain a stream or river; therefore, the Modified Project does not have the potential to alter the course of a stream or river. No impacts would occur in this regard. Refer to Response 10.a. Project construction would temporarily expose on-site soils to surface water runoff. Additionally, the Modified Project would be required to prepare a WQMP identifying BMPs for reducing or eliminating runoff. Consistent with the findings of the Certified EIR, compliance with construction-related BMPs and/or the SWPPP erosion and sediment control plans, and WQMPs would control and minimize erosion and siltation, resulting in a less than significant impact. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

ii. Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on or off-site;

Summary of Certified EIR Finding: The Certified EIR concluded that the Approved Project would increase the amount of impermeable surfaces at the ORSC site, which could result in on- and off-site flooding. The City's standard conditions of approval for new development also required the preparation of hydrology studies and drainage analyses that documented the peak runoff rates from the developed site and evaluate the capacity of the storm drain system to accept these flow rates. Additionally, the BMPs determined in the preliminary and final WQMPs and planned drainage improvements would reduce the potential for on- and off-site flooding during the operational phases. Therefore, impacts would be less than significant.

Discussion of Effects: The Project site is currently undeveloped and graded; redevelopment of the site would not increase impervious surfaces compared to the Approved Project. According to the Hydrology and Hydraulic Study prepared by Hariya, included as Appendix B.2, runoff from the site will sheet flow over the parking areas into the ribbon gutter and curb and gutter system. The runoff will then be intercepted by catch basins and conveyed further by storm drain system into the underground stormtech infiltration system located at the southeastern portion of the site. Using an 18-inch storm drain outlet structure, the excess runoff will be discharged into the curb inlet located offsite at the southeastern corner of the site along A-street.

Moreover, the total 10-year and 100-year peak flow rate tributary to the Project site with the proposed storm drainage systems at proposed condition area approximately 0.06 cubic feet for second (cfs)and 8.79 cfs, which are slightly less than the existing conditions of 6.32 cfs and 10.86 cfs, respectively. The proposed underground stormtech infiltration system will reduce the post-developed flow rate to less than 81% of their corresponding predeveloped flow rate (Hariya, 2025b). Therefore, runoff discharge from the Project site would not have an adverse effect to the existing storm drain system downstream. The Modified Project would not substantially increase the rate or amount of surface runoff in a manner which would result in flooding on or off-site. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

iii. Create or contribute runoff water which would exceed the capacity or existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff;

Summary of Certified EIR Finding: The Certified EIR concluded that stormwater from the ORSC site would drain into on-site storm drains and be initially conveyed to the Lower Cucamonga Creek Spreading Grounds south of the site, and eventually into the Cucamonga Creek Channel. In compliance with the MS4 Permit and San Bernardino County Stormwater Program, the Approved Project would also be required to install stormwater treatment BMPs that retained the 2-year, 24-hour rainfall event. These BMPs would ensure that surface runoff from the Approved Project would not exceed the capacity of the local storm drain system and reduce the impacts of any increases in surface water flows that enter the storm drainage systems. Therefore, impacts would be less than significant.

Discussion of Effects: As stated above, according to the Project's Hydrology and Hydraulic Study, included as Appendix B.2, runoff from the implementation of the Modified Project would be less compared to existing conditions during both 10-year and 100-year storm events (Hariya, 2025b). Accordingly, the Modified Project would not create or contribute runoff that would exceed the capacity of any existing stormwater drainage system. Consistent with the finding of the Certified EIR, stormwater generated by the Modified Project will be discharged in compliance with the statewide NPDES General Construction Activities Stormwater Permit and San Bernardino County MS4 permit requirements. With the full implementation of a SWPPP developed in compliance with the General Construction Activities Permit requirements, the BMPs included in the SWPPP, and a stormwater monitoring program would reduce any impacts to below a level of significance. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

iv. Impede or redirect flood flows?

Summary of Certified EIR Finding: The Certified EIR concluded that since the Approved Project is required to comply the regional MS4 Permit and detain the ORSC's design capture volume, any flood flows would also be detained temporarily through either on-site BMPs or the use of designated off-site drainage basins. This would minimize the potential for flooding impacts from the ORSC site and threshold d below discussed the potential of for impeding or redirecting flood flows with development in areas within the 100-year floodplain would be less than significant. Therefore, impacts related to impeding or redirecting flood flows would be less than significant.

Discussion of Effects: According to the Federal Emergency Management Agency (FEMA) flood map No. 06071C8638H, the Project site is located within Zone X, an area with 0.2% Annual Chance Flood Hazard (FEMA, 2008). Consistent with the findings of the Certified EIR, the Modified Project would be required to comply with the regional MS4 permit. Additionally, as discussed above, the Modified Project's drainage system would result in less runoff compared to existing conditions. Therefore, the Modified Project would not impede or redirect flood flows and impacts would be less than significant. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

d. In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?

Summary of Certified EIR Finding: The Certified EIR concluded the ORSC site was not located within a 100-year floodplain. While the ORSC site was immediately west of the Cucamonga Channel, the channel was considered to have sufficient capacity to convey flood flows (100-year, 24-hour storm event) for the Ontario sphere of influence and upstream drainages. Preparation of a hydrological study, as required for projects in 500-year floodplains by TOP 2050 would ensure that the Approved Project would not exacerbate risk of flood hazards at the ORSC site. Additionally, the ORSC site was within the dam inundation zone of San Antonio Dam. The reservoir behind the dam is usually dry, but can fill with up to 11,880 acre-feet of water after large flood events. Dam inundation is characterized as of medium concern in the City's Local Hazard Mitigation Plan and the City of Ontario had never been impacted by a major dam failure. In addition, dam owners were required to maintain emergency action plans (EAPs) that included procedures for damage assessment and emergency warnings. Because the likelihood of catastrophic failure of the San Antonio Dam was very low and the City had EAP notification procedures, impacts of release of pollutants due to dam inundation were considered less than significant. Moreover, the ORSC site was inland and approximately 30 miles from the ocean and was not at risk of flooding due to tsunamis. Therefore, impacts associated with the release of pollutants due to inundation would be less than significant.

Discussion of Effects: As discussed above, the Project site is not in a FEMA 100-year flood zone and the Project-specific hydrological study (Technical Appendix B.2) demonstrated that runoff from the implementation of the Modified Project would be less compared to existing conditions during both 10-year and 100-year storm events, which would ensure that the Modified Project would not exacerbate risk of flood hazards at the Project site. Additionally, consistent with the findings of the Certified EIR, the likelihood of catastrophic failure of the San Antonio Dam is very low and the Project site is outside of any tsunami hazard zone. Therefore, the Modified Project would not result in a risk of pollutant release due to inundation from a flooding event, tsunami, or seiche zones. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

e. Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

Summary of Certified EIR Finding: The Certified EIR concluded that the City's groundwater supplies were from the Chino Groundwater Basin, which was adjudicated and managed by the Chino Basin Watermaster. The Chino Basin was exempt from legislative requirements under the Sustainable Groundwater Management Act (SGMA) because it was an adjudicated basin and was not required to prepare a groundwater sustainability plan. As discussed above, implementation of the SWPPP, and adherence to the State CGP and the City's Erosion and Sediment Control Plan requirements would ensure that surface and groundwater quality were not adversely impacted during construction. Additionally, the Approved Project would be required to comply with the Santa Ana River Basin Plan and to control pollutants in discharges of stormwater from postconstruction activities under NPDES Permit through preparation of WQMPs. Therefore, the Approved Project would not obstruct or conflict with the RWQCB's Basin Plan or any groundwater management plan, and impacts would be less than significant.

Discussion of Effects: As discussed under Response 10.a, the Project site is within the Santa Ana River Basin; therefore, Project-related construction and operational activities would be required to comply with the Santa Ana RWQCB's Santa Ana River Basin Water Quality Control Plan by preparing and adhering to an SWPPP and WQMP. Additionally, as discussed previously, implementation of the Modified Project would not conflict with or obstruct the Santa Ana River Basin Water Quality Control Plan.

The Project site is located within the Chino Groundwater Basin. Upon development, the Project site will be connected to the City's public water supply and there will be no onsite wells for use of groundwater. The City manages both the potable and non-potable supplies to ensure withdrawals from the Chino Groundwater Basin do not exceed the safe yield for the Basin, as per the Chino Basin Watermaster's Optimum Basin Management Program (OBMP). Therefore, the Modified Project would not obstruct or conflict with the OBMP. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

11. LAND USE & PLANNING. Would the project:

a. Physically divide an established community?

Summary of Certified EIR Finding: The Certified EIR concluded that the closest established residential communities to the ORSC site were the Countryside Specific Plan neighborhood to the east of the ORSC site and the Vineyard South neighborhood north of the ORSC site. To accommodate the proposed uses on the ORSC site, Riverside Drive and Ontario Avenue would be widened, and Vineyard Avenue would be extended south of Riverside Drive to Chino Avenue. These roadway improvements would also help to improve connection between the communities surrounding the ORSC site. All development would occur within the boundaries of the ORSC site and in surrounding roadways, and would not physically divide an existing community. Therefore, impacts would be less than significant.

Discussion of Effects: The Project site is located in an area that is currently developed with urban land uses. Existing recreational development borders the site to the north and west, and residential uses to the east beyond the Cucamonga Channel. The Project Applicant would redevelop the site with hospitality and commercial uses with associated parking and landscaping improvements, consistent with the TOP 2050 land use plan. The Modified Project will be of similar design and size to surrounding development and development will be confined to the Project site and surrounding roadways. The Modified Project would not have the potential to physically divide an established community, and no adverse impacts are anticipated. Therefore, the Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

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?

Summary of Certified EIR Finding: The Certified EIR concluded that the Approved Project would require a General Plan Amendment and zone change and the proposed amendment and

zone change would not result in physical impacts to the environment. The Approved Project would also be consistent with the goals and policies of TOP 2050 Policy Plan and complied with SB 330 and SB 166, resulting in no net loss of residential units in the City. Moreover, the Approved Project would be consistent with SCAG's Connect SoCal and the land use compatibility plans of ONT and the Chino Airport. Therefore, impacts would be less than significant.

Discussion of Effects: The Project site is designated for Hospitality by the TOP 2050 Land Use Plan and has Convention Center Support Commercial zoning designation. The Project Applicant would redevelop the Project site in accordance with the adopted land use and zoning designations. No General Plan Amendment or zone change would be required under the Modified Project. The Modified Project is consistent with the TOP 2050 Policy Plan and does not interfere with any policies for environmental protection. As such, no impacts are anticipated. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

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?

Summary of Certified EIR Finding: The Certified EIR concluded that the ORSC site and Offsite Improvement Area is within MRZ-3, where the significance of mineral deposits cannot be determined from the available data. Development in an MRZ-3 area would not result in significant impacts because mineral resources of statewide or local importance were not identified on the California Geological Survey's Production-Consumption (P-C) Region maps. The ORSC site was not within an MRZ-2 area; therefore, the Approved Project would not result in the loss of availability of a known mineral resource in Ontario.

Discussion of Effects: As discussed above, the Project site is designated as MRZ-3. Therefore, no impacts to mineral resources are anticipated. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

13. NOISE. Would the project result in:

The analysis in this section is based on *the Noise & Vibration Technical Memorandum for Hotel Ontario Aloft + Residence Inn Project* prepared by PlaceWorks dated November 17, 2025. This report is provided in its entirety as Appendix C of this Addendum.

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?

Summary of Certified EIR Finding: The Certified EIR concluded that nighttime construction noise impacts were predicted to occur for sensitive receptors. To reduce construction noise impacts during nighttime hours to below the significant impact threshold, Mitigation Measure N-1 required installation of temporary noise barriers around the work site that have sufficient heights to block the direct line-of-sight between the onsite construction areas and off-site noise sensitive receptors. Additional mitigation measures, including positioning of equipment away from sensitive receptors and minimizing equipment idling, would further reduce overall noise levels during construction activities. Therefore, with the implementation of Mitigation Measure N-1, construction impacts would be reduced to less than significant levels.

During operation, the Approved Project would result in potentially significant long-term increase in noise levels associated with traffic noise, and commercial noise. Traffic generated by the Approved Project would result in a substantial increase in noise levels in the vicinity of noise-sensitive land uses. However, there are no feasible mitigation measures that would reduce traffic generated by vehicles associated with the Approved Project. Therefore, traffic noise impacts would be significant and unavoidable.

To ensure compliance with the more stringent overnight noise levels in the City's Municipal Code (45 dBA at single-family residences from 10:00 pm to 7:00 am), Mitigation Measure N-2 required that HVAC equipment for the indoor athletic facility be designed and/or placed to yield a sound level less than 58 dBA at 50 feet and Mitigation Measure N-3 required that HVAC equipment noise levels on all other structures, including the proposed hotel, retail spaces, Chicken N Pickle, community center, and pool building, be limited to 65 dBA at 50 feet to ensure compliance with nighttime limits at residences to the east along Plymouth Avenue. With the implementation of Mitigation Measures N-2 and N-3, commercial noise would reduce to less than significant noise levels.

Discussion of Effects:

Construction Noise Impacts

The Modified Project would redistribute the commercial/retail and hotel space within PAs 2 through 4 of the ORSC site, resulting in an overall reduction in building square footage across these PAs of the ORSC. Due to the overall decrease in building space under the Modified Project when compared to the Approved Project and corresponding decrease in the duration of construction activity, on-site construction activities and the associated construction noise levels during maximum activity days, which are used for measuring impact significance, would be similar to those of the Modified Project.

The Certified EIR concluded that the maximum daytime construction noise levels at the nearest receptor group to PAs 2 through 4, Receptor Group 5 (see Figure 9, *Noise-Sensitive Receptor Groups*; residences east of the Cucamonga Creek Channel), would be 72 dBA, as shown in Table 5.13-14, Ontario Regional Sports Complex Daytime Cumulative Construction Noise, of the Certified EIR. These maximum noise levels were anticipated to occur during Phase 1A of the ORSC, which included mass grading of the ORSC site. Construction of the retail and hospitality uses of PA 2 through 4 was anticipated in Phases 1B and 2, when noise levels would reach a maximum of 68 dBA at Receptor Group 5. As shown in Table 5.13-10, Source Noise Levels for Construction Equipment, of the Certified EIR, the average Lmax of the loudest piece of equipment used for construction of the ORSC is 92 dBA at 50 feet. The nearest sensitive receptor to the Modified Project in Receptor Group 5 is approximately 140 feet east of the boundary of PA 2. Noise levels from the loudest pieces of equipment would attenuate to 78 dBA at the outdoor activity areas of these residences, accounting for a 3 dBA reduction from the existing sound wall.

Therefore, conservatively assuming that the loudest pieces of equipment would be used at the boundary of the Project site, the maximum noise level of this activity would not exceed the FTA threshold of 80 dBA Leq for residential areas. Daytime construction impacts under the Modified Project would remain less than significant. Though construction of the retail and hospitality uses in PAs 2 through 4 was not anticipated to occur at night, the provisions of Mitigation Measure N-1 would apply to all construction under the ORSC, including the portion under the Modified Project. Compliance with this measure would result in a further reduction of construction noise. Therefore, nighttime construction impacts would also be less than significant. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Operational Noise Impacts

Traffic Noise

A project will normally have a significant effect on the environment related to traffic noise if it substantially increases the ambient noise levels for adjoining areas. Most people can detect changes in sound levels of approximately 3 dBA under normal, quiet conditions, and changes of 1 to 3 dBA under quiet, controlled conditions. Changes of less than 1 dBA are usually indiscernible. A change of 5 dBA is readily discernible to most people in an outdoor environment. Based on this, a significant impact would occur if traffic noise increases by 3 dBA.

Table 6-2, *Average Daily Trip Generation Comparison for the Approved Project and Modified Project*, shows that trips to the ORSC would decrease on the typical weekday with a stadium event scenario and would increase on Saturdays under both the "one tournament, no baseball stadium event" and "baseball stadium event with no tournament" scenarios. A doubling in daily traffic trips due to the Modified Project would result in a 3 dBA increase. The increase of 114 trips on Saturdays under the Modified Project represents a 1.4 percent increase in Saturday average daily traffic trips. This increase would result in a noise level increase of less than 1 dBA due to the Modified Project. Therefore, traffic noise impacts under the Modified Project are expected to remain similar to those under the Approved Project. Though impacts would continue to remain significant and unavoidable, the Modified Project would not result in new or increase the severity of traffic-related noise impacts compared to the Certified EIR.

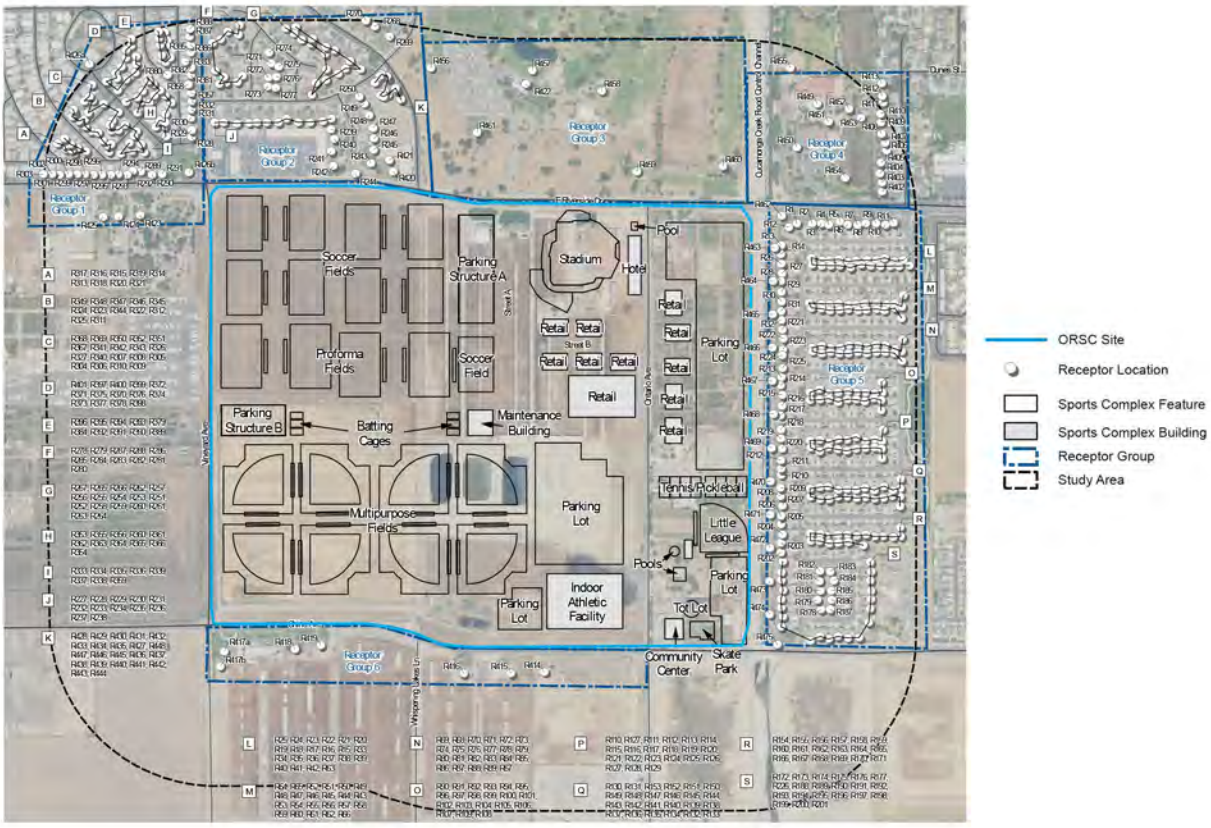


Figure 9: Noise-Sensitive Receptor Groups

Stationary Source Noise

The Modified Project would result in a reduction of building square footage across PAs 3 and 4, which would also reduce the amount of noise-producing stationary sources in these PAs, including HVAC equipment, loading docks, emergency generators, and maintenance equipment. The proposed hotel in PA 2 would result in an increase in hotel square footage in this PA when compared to the Approved Project. According to Project site plans, the distance from the footprint of the hotel complex to the nearest sensitive receptor (residences east of the ORSC in Receptor Group 5) is approximately 370 feet.

To ensure that noise levels associated with the proposed hotel meet the City's Municipal Code standards for noise from HVAC equipment at sensitive receptor locations, in addition to other development within PAs 2 through 4, the Modified Project would be required to implement Mitigation Measure N-3. As noted in the Certified EIR, noise associated with loading docks at hotel uses in PAs 2 through 4 would not result in noise levels that exceed the City's noise standards at sensitive receptor locations. The loudest potential noise source from loading dock activities would be movement alarms on trucks that result in noise levels of 74 dBA at 50 feet. However, this activity would only occur in the daytime hours (7:00 am to 10:00 pm), and noise levels would attenuate to 59 dBA at the nearest sensitive receptors. At 370 feet, the distance of the proposed hotel building to the nearest sensitive receptor, noise levels associated with loading dock activities would attenuate to 57 dBA. Similar to the Approved Project, potential stationary noise under the Modified Project would not exceed the City's maximum allowable noise standards pursuant to Municipal Code Section 5-29.04.

With implementation of Mitigation Measure N-3, impacts would continue to remain less than significant, and the Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required. The following mitigation measures from the Certified EIR are applicable to the Modified Project:

N-1 The construction contractor shall implement the following measures during construction activities on the ORSC site and Offsite Improvement Area. These measures shall be identified on demolition, grading, and/or building permits.

- Prior to construction activities that warrant nighttime construction (e.g., infrastructure work, concrete pours, etc.), the construction contractor shall install noise pathway controls, including noise barriers and enclosures free from gaps and holes, which shall be placed as close as possible to construction areas. The temporary noise barrier shall be a sufficient height to block the direct line-of-sight between the on-site construction areas and off-site noise sensitive receptors and shall be a minimum of 6 feet tall and shall be constructed out of wood or other materials with a minimum surface weight of approximately 2.5 pounds per square foot.

- Construction equipment operating on a site shall be equipped with the appropriate manufacturer's noise reduction devices, including but not limited to a manufacturer's muffler (or equivalently rated material) that is free of rust, holes, and exhaust leaks.

- Noise from construction devices with internal combustion engines shall be mitigated by ensuring that the engine's housing doors are kept closed, and by using noise-insulating material mounted on the engine housing that does not interfere with the manufacturer's guidelines for engine operation or exhaust.

- Portable compressors, generators, pumps, and other such devices shall be covered with noise-insulating fabric to the maximum extent possible that does not interfere with the manufacturer's guidelines for engine operation or exhaust, and shall further reduce noise by operating the device at lower engine speeds during the work to the maximum extent possible.

- Idling on-site of heavy-duty diesel vehicles with Gross Vehicle Weight Rating of 10,000 pounds shall be limited to no longer than five minutes while parking, standing, or stopping, as per 13 California Code of Regulations Section 2485, Airborne Toxic Control Measure to Limit Diesel-Fueled Commercial Motor Vehicle Idling.

- Quieter back-up alarms on construction equipment shall be used whenever feasible.

- Construction vehicles shall be strategically positioned to minimize operation near receptors and avoiding tailgate slamming to the extent possible.

N-3 **HVAC Equipment, Planning Areas 2, 3, 4, and 7 Buildings.** An acoustics study shall be provided to the City of Ontario prior to building permit issuance for new structures with HVAC systems in Planning Areas 2, 3, 4, and 7 that documents compliance with the overnight noise levels in the City's municipal code (45 dBA at single-family residences from 10:00 pm to 7:00 am). HVAC equipment for the indoor athletic facility shall be designed and/or placed to yield a sound level less than 65 dBA at 50 feet to ensure compliance would result in a noise level of approximately 44 dBA at residential land uses to the east along Plymouth Avenue. Noise associated with operation of heating and cooling equipment shall be minimized by the design and strategic placement of equipment.

b. Generation of excessive groundborne vibration or groundborne noise levels?

Summary of Certified EIR Finding: The Certified EIR concluded that vibration-inducing activities that were proposed for construction of the Approved Project included the use of vibratory rollers, bulldozers, and dump trucks. The highest vibration level when evaluating for structural damage was 0.1601 Peak Particle Velocity (PPV), which was below the Federal Transit Administration's (FTA's) damage impact criteria. This level was predicted to occur at the commercial strip mall at 1919 East Riverside Avenue, which was approximately 32 feet from the ORSC site. Therefore, sensitive structures farther away would also have no damage impact from construction, and impacts would be less than significant.

Vibration annoyance predictions were calculated to estimate an approximate distance to impact for vibratory rollers, bulldozers, and dump trucks. For an annoyance impact to occur, a vibratory roller would need to be used closer than 27 feet; a large bulldozer would need to be

used closer than 12 feet; and a dump truck/loaded truck would need to be used closer than 12 feet. The nearest vibration-sensitive receptor to the proposed work areas was approximately 35 feet away. Therefore, no vibration annoyance is predicted to occur during construction, and impacts would be less than significant.

Discussion of Effects: As previously stated, the closest off-site building to the ORSC noted in the Certified EIR is 32 feet north of the ORSC site. The closest buildings to PAs 2 through 4 are the residences east of the ORSC site along Plymouth Avenue, approximately 140 feet away. Since the Modified Project's use of construction equipment would remain largely the same as that under the Approved Project, vibration impacts under the Modified Project would remain the same as under the Approved Project. Therefore, the Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

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?

Summary of Certified EIR Finding: The Certified EIR concluded that the ORSC site was approximately 2.8 miles south of ONT and approximately 2.2 miles northeast of the Chino Airport. The site was within the influence areas of both airports but outside the safety zones and noise contours of both airports. Therefore, the Approved Project would not expose people to substantial levels of airport-related noise, and impacts would be less than significant.

Discussion of Effects: As discussed above, the Project site is located within the ONT and Chino Airport Influence Area, but outside of the safety and noise contours. Therefore, the Modified Project would not expose people residing or working in the project area to excessive noise levels and impacts would be less than significant. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

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)?

Summary of Certified EIR Finding: The Certified EIR concluded that although the Approved Project would increase the number of jobs in the City, it was not expected to induce population growth and the jobs created by the Approved Project were expected to be filled by the existing local and regional labor pool. Additionally, the Approved Project did not include residential uses; however, the Approved Project would need to comply with SB 330 and SB 166 to offset the loss of housing potential identified in TOP 2050 for the ORSC site. To ensure compliance with State housing laws, the Approved Project would redesignate 94 acres along the Vineyard Corridor, south of the ORSC site, to a more intense land use designation—from LDR to MDR. This action is solely to replace the housing capacity designated for the ORSC site under TOP 2050 and to comply with State housing laws. The Approved Project would therefore not facilitate unplanned population growth due to the production of housing. Consequently, impacts would be less than significant.

Discussion of Effects: The Modified Project would result in the development of an 226-key hotel and does not include a residential component. As discussed previously, the proposed hotel would generate approximately 8 hotel staff. Total buildout of the Modified Project would result in a total of 212 employees[3], compared to the Approved Project's 505 employees in PAs 2 to 4, resulting in a decrease of 293 employees. According to the California Employment Development Department (EDD), as of July 2025, the City of Ontario has a labor force of 95,000 persons and of that labor force, 5,300 are unemployed (unemployment rate of 5.6 percent) (EDD, 2025). According to SCAG's 2020-2045 Regional Transportation Plan/Sustainable Communities Strategy, the City of Ontario is anticipated to employ approximately 187,700 persons by 2050 (SCAG, 2024). Additionally, the TOP 2050 projected 296,002 employees in 2050. Therefore, the Modified Project is consistent with both the SCAG's 2045 and TOP 2050 employment projections for the City. Project-generated jobs are negligible and well within the employment projections for the City of Ontario. Operation of the Modified Project would not induce substantial unplanned population growth in the Project area, either directly or indirectly and would not exceed regional or local growth projections. Therefore, no impacts are anticipated. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

b. Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?

Summary of Certified EIR Finding: The Certified EIR concluded that the ORSC site was primarily utilized for agricultural use but contained some single-family homes, and development of the ORSC site would require the removal of these rural residential units, resulting in the displacement of one resident at the existing dairy. However, the City had a vacancy rate of 4.7 percent and therefore was expected to have adequate housing capacity to accommodate the displaced resident. Implementation of the Approved Project would not result in the need to rebuild existing homes or construct replacement housing. Therefore, impacts with regard to displacement would be less than significant.

Discussion of Effects: The Project site does not contain any housing and there are no people living at the Project site that would be displaced by the Modified Project. Therefore, no impacts are anticipated. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

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:

[3] Using a generation rate of 1 employee per 400 square feet for retail uses: 81,567.98 s.f./400 = 204 employees. 204 + 8 hotel staff = 212 employees

i. Fire protection?

Summary of Certified EIR Finding: Fire prevention services were provided by the Ontario Fire Department (OFD) with Station 3 being the primary response station. The Certified EIR concluded that the Approved Project would result in periodic and permanent increases in demand for fire protection and emergency medical services on the ORSC site due to the increased activities onsite including employees and attendees of games and events at the proposed baseball stadium, as well as daily employment and visitors of the proposed retail, hotel, and City park and community recreation center uses. While the Approved Project would result in increased activity on the ORSC site and would therefore increase the number of fire protection and emergency service calls when compared to existing site conditions, it would not require the construction or alteration of fire protection facilities for the purposes of maintaining service ratios, response times, or other performance objectives for OFD fire protection services, as stated by correspondence with OFD. Project design plans would be reviewed by OFD, and potential fire protection and emergency service needs for high-attendance events on the ORSC site would be communicated to OFD. Additionally, development impact fees (DIF) would also be collected in order to build and supply necessary fire and emergency service needs. Therefore, impacts to fire protection services would be less than significant.

Discussion of Effects: Although the Modified Project would involve an increased number of rooms within the proposed hotel than previously anticipated in the Certified EIR, overall buildout would result in an overall reduction in commercial uses compared to the buildout of the Approved Project previously analyzed under the Certified EIR. Accordingly, the development activities proposed by the Modified Project were planned by the Approved Project and, thus, the Modified Project's demand for fire protection services was anticipated by the Certified EIR. The proposed building would be constructed in accordance with the applicable provisions of the adopted California Fire Code (CFC) and the City's Municipal Code Section 4-4.01, ordinances, and standard conditions regarding fire prevention and suppression measures related to water improvement plans, fire hydrants, fire access, and water availability. The Modified Project will not require the construction of any new fire protection facilities or alteration of any existing fire protection facilities or cause a decline in the levels of service, which could cause the need to construct new fire protection facilities. Consistent with the findings of the Certified EIR, DIF would also be collected in order to build and supply necessary infrastructure for fire protection services, as necessary. Therefore, the Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

ii. Police protection?

Summary of Certified EIR Finding: Police protection services were provided by the Ontario Police Department (OPD). The Certified EIR concluded that though the Approved Project would increase activity on the ORSC site, thereby increasing the number of potential service calls to the ORSC site when compared to existing conditions, the Approved Project would not require the construction or alternation of OPD facilities in order to maintain OPD's performance objectives for police services. Additionally, OPD did not anticipate any concerns with providing service to the ORSC so long as the ORSC incorporated the recommend lighting and security features required by the City's Municipal Code and traffic-reduction measures in the event traffic management plan. Pursuant to the City's existing permitting process, the City's Building Department would review final site plans for the ORSC to ensure that crime prevention through design measures and other OPD recommendations are incorporated as part of the ORSC. Furthermore, the ORSC would

be required to pay DIFs to help offset costs associated with providing police services to the ORSC. Therefore, impacts to police protection services would be less than significant.

Discussion of Effects: Overall buildout of the Modified Project would result in an overall reduction in commercial uses compared to the buildout of the Approved Project previously analyzed under the Certified EIR. Accordingly, the development activities proposed by the Modified Project were planned by the Approved Project, thus, the Project's demand for police protection services was anticipated by the Certified EIR. Exterior cameras will be mounted at building entrances, pool area, patio area, and parking lot. The Project plans would be reviewed and approved by the City's Building and Police Departments, which would ensure that adequate safety and crime prevention measures are provided within the Project's design. The Modified Project will not require the construction of any new police protection facilities or alteration of any existing police protection facilities or cause a decline in the levels of service, which could cause the need to construct new police protection facilities. Consistent with the findings of the Certified EIR, DIF would also be collected in order to build and supply necessary infrastructure for police protection services, as necessary. Therefore, the Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

iii. Schools?

Summary of Certified EIR Finding: The ORSC site was the attendance areas of three public school districts, Chino Valley Unified School District for elementary, junior high, and high school (western portion of site); Mountain View School District (MVSD) for elementary and junior high school (eastern portion of site); and Chaffey Joint Union High School District (CJUHSD) for high school (eastern portion of site). The Certified EIR concluded that the Approved Project did not include residential uses and therefore would not increase the student population in the school districts that serve the site. Additionally, MVSD stated that the change of planned use for the ORSC site from residential under the Armstrong Ranch Specific Plan to stadium/commercial/recreation under the ORSC may reduce the need for an elementary school in the vicinity and would not result in impacts to MVSD's long term plans. Therefore, impacts to school services would be less than significant.

Discussion of Effects: The Project site is within the school boundaries of MVSD and CJUHSD. The Project Applicant proposes to redevelop the site with a hotel and commercial uses. Implementation of the Modified Project does not include residential uses with the potential to result in substantial direct growth in the population, nor an increase in student population. The Project Applicant would develop the Project site within the total buildout of the Approved Project and, thus, the Modified Project's indirect demand for public school services was anticipated by the Certified EIR. Additionally, the Modified Project would be required to pay school fees as prescribed by state law prior to the issuance of building permits. Therefore, the Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

iv. Parks?

Summary of Certified EIR Finding: Park services were discussed under the Recreation section of the Certified EIR. The Certified EIR concluded that impacts to recreation would be less than significant. Details on the summary findings are discussed below in Section 16.

Discussion of Effects: The Modified Project does not include residential uses and would not introduce new residents to the City necessitating the need for additional parks. The Modified Project will not require the construction of any new parks or alteration of any existing parks or cause a decline in the levels of service, which could cause the need to construct new park facilities. Therefore, the Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

v. Other public facilities?

Summary of Certified EIR Finding: The Certified EIR concluded that the demand on libraries is based on the generation of a resident population and the Approved Project would not introduce any new permanent residents that may become patrons of the Ontario Library System. Therefore, implementation of the Approved Project would not directly create a demand for public library facilities and would not directly result in the need to modify existing or construct new library and no impact would occur to library services or facilities.

Discussion of Effects: The Modified Project does not include residential uses and would not introduce new residents to the City necessitating the need for additional public facilities. The Modified Project will not require the construction of any new public facilities or alteration of any existing public facilities or cause a decline in the levels of service, which could cause the need to construct new public facilities. Therefore, the Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

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 that have an adverse physical effect on the environment?

Summary of Certified EIR Finding: The Certified EIR concluded that the Approved Project included a variety of multiuse sports and recreational facilities, including soccer fields, baseball fields, an indoor gymnasium for basketball and volleyball, an aquatics facility, a skate park, pickleball/tennis courts, trails and open space, and playgrounds, in addition to the baseball stadium and supporting hospitality and retail. These facilities would be available for use by the public and would increase the total parks and recreation land acreage in the city to 662.82 acres, which is an approximately 25 percent increase to the current 528.66 acres. The Approved Project did not involve residential uses and therefore would not contribute to population growth in the City that would increase the use of other existing parks and recreational facilities. Because the

Approved Project would increase the acreage of recreational amenities in the City, no impact would occur.

Discussion of Effects: The Modified Project is not proposing any new housing or large employment generator that would cause an increase in the use of neighborhood parks or other recreational facilities. The Modified Project would include recreation facilities such as outdoor pool, spa and kiddie pool, and multiple outdoor patios with an outdoor bar and fire pits that would serve future hotel patrons. Construction of these facilities are discussed throughout this Addendum. Therefore, the Modified Project does not require the expansion of recreational facilities. Implementation of the Modified Project would not result in any adverse physical effects on the environment due to the construction of recreational facilities. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

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?

Summary of Certified EIR Finding: The Certified EIR concluded that the Approved Project included street widening and intersection improvements from half width to potentially full width along Vineyard Avenue, Riverside Drive, and Chino Avenue. None of the roadways immediately adjacent to the ORSC site had bike lanes (Class II) or designated bike routes (Class III). New roadways would include bicycle and pedestrian facilities in accordance with the City's Circulation Plan and the proposed bicycle facilities on the internal and improved roadway segments would improve overall access throughout the ORSC site. The Approved Project would also enhance pedestrian facilities throughout the ORSC site by providing new sidewalks and enhanced lighting and landscaping in addition to bicycle lanes, which would enhance pedestrian safety. Moreover, the Approved Project did not include new transit service; however, existing transit system would continue to serve the site. Therefore, no significant impacts associated with conflicts with the City's multimodal plans would occur, and impacts would be less than significant.

Discussion of Effects:

Roadway Improvements

Roadway improvements surrounding the Project site was analyzed as part of the Certified EIR. The Modified Project would not require roadway improvements at nearby intersections. All proposed improvements within the public right-of-way of the Project site would be installed in conformance with City design standards. Therefore, the Modified Project would not result in any new, increased or substantially different impacts related to roadway improvements, other than those previously considered and addressed in the Certified EIR.

Bicycle and Pedestrian Facilities

The Project site is not located along a bikeway. As concluded in the Certified EIR, new roadways would include bicycle and pedestrian facilities in accordance with the City's Circulation Plan. As part of the Approved Project, bicycle infrastructure on roadways immediately adjacent to the ORSC site, including a Class I multiuse trail along the west side of Vineyard Avenue and Class II bike lanes along Riverside Drive between Vineyard Avenue and the Cucamonga

Channel. The Project would be confined to the Project site and would not conflict within the existing or planned bikeways. In addition, the Modified Project would provide bike racks to accommodate bicycle access to the Project stie.

The Project site features (buildings, parking areas, etc.) would be connected by ADA compliant sidewalks and striped crosswalks within the parking areas to the existing ensure pedestrian access throughout Project site. Additionally, the Modified Project would install sidewalks on C Street, A Street, South Champions/Hellman Avenue, and Riverside Drive. Implementation of the Modified Project would not interfere with the City's Active Transportation Plan. No impacts would occur.

Transit

Transit service to the City is provided by OmniTrans. The closest bus route to the Project site is Route 82 with a bus stop located at the northwestern corner of the Project site. The City of Ontario strives to provide a transit system that serves as a viable alternative to automobile travel. The Project would support transit use by improving existing pedestrian and bicycle facilities in the Project area. The Project would not introduce new features to any public road that would affect transit in the Project area. As such, a less than significant impact would occur.

As demonstrated, the Modified Project would not conflict with the City's Mobility Element, and impacts associated with conflict of an applicable program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities would be less than significant. Therefore, the Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

b. Conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)?

Summary of Certified EIR Finding: The Certified EIR concluded that VMT would increase under the Approved Project. Mitigation Measures TRAF-1 and TRAF-2 would reduce potential impacts for future development projects to the extent feasible. Future development in the ORSC would need to consider transportation demand management (TDM) measures consistent with those identified in the Mobility Element. In addition, Mitigation Measure TRAF-2 would reduce VMT during events. Implementation of TDM measures could reduce VMT by up to 6,101,308 miles, or by up to approximately 10 percent; however, annual average weekday VMT would continue to exceed the City's threshold. Therefore, VMT impacts would remain significant and unavoidable.

Discussion of Effects: Trip generation represents the amount of traffic that is attracted to and produced by a development project. As shown in Table 6-2, *Average Daily Trip Generation Comparison for the Approved and Modified Project*, three scenarios were considered in the trip generation estimates include a "typical weekday with a stadium event" scenario and two scenarios for Saturday trips—one accounts for a tournament at the athletic facilities and no baseball stadium event; the other accounts for a baseball stadium event and no tournaments. As shown in Table 6-2, the Modified Project would result in an increase in trips during the scenarios modeled for events on Saturdays, but would result in a decrease in trips during the weekday scenario. Overall buildout of the Modified Project would result in an overall reduction in commercial uses compared to the buildout of the Approved Project previously analyzed under the Certified EIR. Accordingly, the development activities proposed by the Modified Project were planned by the Approved Project, thus, the Modified Project's VMT would anticipated in the Certified EIR. Consistent with the findings of the Certified EIR, Mitigation Measure TRAF-1 would be

applicable to the Modified Project and require the preparation of Transportation Demand Management measures. With the implementation of Mitigation Measure TRAF-1a, Project's VMT impact would remain significant and unavoidable and would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required. Mitigation Measure TRAF-1a is applicable to the Modified Project.

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?

Summary of Certified EIR Finding: The Certified EIR discussed thresholds c and d together and concluded that the traffic and circulation components of the Approved Project would be designed and constructed in accordance with all applicable City of Ontario design standards for emergency access to address fire and emergency access needs. During the building plan check and development review process, the City would coordinate with OFD and OPD to ensure that the necessary fire prevention and emergency response features are incorporated and that adequate circulation and access is provided. Therefore, impacts on emergency access would be less than significant. Additionally, all off-ramp queues are forecast to be contained within the available storage capacity and are not anticipated to affect the freeway mainline. Therefore, impacts to Caltrans facilities would be less than significant. Moreover, parking demand created by the events at the outdoor and indoor sports park would not create traffic hazards.

However, construction activities would generate truck traffic that has the potential to generate traffic hazards, and events would generate substantial population at the ORSC site. Mitigation Measure TRAF-3 would require preparation and implementation of a construction management plan. With implementation of Mitigation Measure TRAF-3, potential impacts associated with construction hazards would be reduced to a level that is less than significant. Mitigation Measure TRAF-2 would require preparation of a Parking and Event TMP to ensure that traffic on weekends with major events would not impede emergency operations or local traffic. The TMP would be prepared to analyze traffic conditions during an event and provide recommendations to direct traffic operations. Therefore, no significant impacts relating to event traffic would remain, and impacts would be less than significant.

Discussion of Effects: The Modified Project's potential to increase hazards as a result of a geometric design feature has been assessed to provide adequate access/circulation. The Modified Project's circulation plan has been designed to be compatible with all foreseeable vehicles. Vehicular access will be provided via a total of 3 driveways: one each on C Street, A Street, and South Champions/Hellman Avenue. The Modified Project area is generally characterized by recreational uses. Traffic generated by the Modified Project would be typical of a hotel and be compatible with the type of traffic generated by the existing and surrounding development. In addition, all proposed improvements within the public right-of-way would be installed in conformance with City design standards. The City of Ontario Engineering Department reviewed the Modified Project's application materials and determined that no hazardous transportation design features would be introduced by the Modified Project. At the time of final grading, landscape, and street improvement plans, the City will further review project access points to ensure adequate sight distance. Accordingly, the Modified Project would not create or substantially increase safety hazards due to a design feature or incompatible use and impacts would be a less than significant.

The Modified Project will be designed to provide access for all emergency vehicles and meet all applicable OFD and OPD access requirements to ensure that adequate access would be provided for emergency vehicles at Project build out. During construction activities that include road and sidewalk improvements, the Modified Project would provide adequate emergency access along abutting roadways during temporary construction activities within the public right-of-way. As concluded in the Certified EIR, Mitigation Measure TRAF-3 would require a construction management plan to ensure construction activities would not impair the City's emergency response plan or evacuation plan. As a result, the Modified Project would not a less than significant impact to emergency access. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required. Mitigation Measure TRAF-3 is applicable to the Modified Project.

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.

Summary of Certified EIR Finding: The Certified EIR concluded that results of the Sacred Lands File (SLF) check conducted through the Native American Heritage Commission (NAHC) was negative and did not indicate the presence of known tribal cultural resources within or immediately adjacent to the ORSC site. In accordance with AB 52 and SB 18 requirements, the City sent invitation letters to the Native American contacts provided by the NAHC and two tribes, the Gabrieleño Band of Mission Indians–Kizh Nation and the Cahuilla Band of Indians, responded. Construction of the Approved Project would require excavation and grading of the ORSC site in addition to trenching along Vineyard Avenue for the off-site sewer extension that could lead to the potential to uncover tribal cultural resources during construction. Mitigation Measures TCR-1 through TCR-3 would reduce potential impacts associated with tribal cultural resources to a level that is less than significant. Therefore, no significant unavoidable adverse impacts relating to tribal cultural resources would remain.

Discussion of Effects: As analyzed in Response 5.a, there are no resources on the Project site that are eligible for listing in the California Register of Historical Resources or in a local register of historical resources as defined by Public Resources Code Section 5020.1(k).Therefore, implementation of the Modified Project would not result in a substantial adverse change in the significance of a listed historical resource. Additionally, the Certified EIR concluded that no resources were recorded in the ORSC site. However, since the Modified Project would require excavation for construction into previously undisturbed soils, there is a potential to uncover undiscovered prehistoric artifacts or tribal cultural resources during excavation. Therefore, while unlikely, the presence of subsurface tribal cultural resources on the Project site remains possible,

and these could be affected by ground-disturbing activities associated with construction at the Project site. As a result, consistent with the findings of the Certified EIR, implementation of Mitigation Measures TCR-1 through TCR-3 would ensure preclude potential impacts to tribal cultural resources as defined in Public Resources Code 5024.1(c). Therefore, the Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required. The following mitigation measures from the Certified EIR are applicable to the Modified Project:

TCR-1 **Tribal Cultural Resources Monitoring.** The project archaeologist, in consultation with interested tribes and the City of Ontario, shall develop an archaeological monitoring plan (AMP) to address the details, timing, and responsibility of archaeological and cultural activities that will occur on the ORSC site and Offsite Improvement Area. Details in the AMP shall include:

1. Project-related ground disturbance (including, but not limited to, brush clearing, grading, trenching, etc.) and development scheduling;

2. The development of a rotating or simultaneous schedule in coordination with the developer and the project archeologist for designated Native American Tribal Monitors from the consulting tribes during grading, excavation, and ground-disturbing activities on the site: including the scheduling, safety requirements, duties, scope of work, and Native American Tribal Monitors' authority to stop and redirect grading activities in coordination with all project archaeologists. Tribes shall coordinate as to Tribal Monitoring concurrent with development;

3. The protocols and stipulations that the City, Tribes, and project archaeologist will follow in the event of inadvertent cultural resources discoveries, including any newly discovered cultural resource deposits that shall be subject to a cultural resources evaluation.

At least 30 days prior to application for a grading permit and before any brush clearance, grading, excavation, and/or ground-disturbing activities on the site, the developer shall retain a tribal cultural monitor to monitor all ground-disturbing activities in an effort to identify any unknown archaeological resources.

Pursuant to the AMP, a tribal monitor from the consulting tribes shall be present during the initial grading activities. If tribal resources are found during grubbing activities, the tribal monitoring shall be present during site grading activities.

TCR-2 **Treatment and Disposition of Cultural Resources.** In the event that Native American cultural resources are inadvertently discovered during the course of any ground-disturbing activities, including but not limited to brush clearance, grading, trenching, etc., at the ORSC site or Offsite Improvement Area, the following procedures will be carried out for treatment and disposition of the discoveries:

1. Temporary Curation and Storage: During the course of construction, all discovered resources shall be temporarily curated in a secure location on-site or at the offices of the project archaeologist. The removal of any artifacts from the ORSC site and Offsite Improvement Area will need to be thoroughly inventoried with tribal monitor oversight of the process;

2. Treatment and Final Disposition: The landowner(s) shall relinquish ownership of all cultural resources, including sacred items, burial goods, and all archaeological artifacts and nonhuman remains as part of the required mitigation for impacts to cultural resources. The City shall relinquish the artifacts through one or more of the following methods:

    a. Accommodate the process for on-site reburial of the discovered items with the consulting Native American tribes or bands. This shall include measures and provisions to protect the future reburial area from any future impacts. Reburial shall not occur until all cataloging, basic analysis, other analyses as recommended by the project archaeologist and approved by consulting tribes, and basic recordation have been completed; all documentation should be at a level of standard professional practice to allow the writing of a report of professional quality;

    b. A curation agreement with an appropriate qualified repository in San Bernardino County that meets federal standards per 36 CFR Part 79, and therefore the resource would be professionally curated and made available to other archaeologists/researchers for further study. The collections and associated records shall be transferred, including title, to an appropriate curation facility in San Bernardino County, to be accompanied by payment of the fees necessary for permanent curation;

    c. For purposes of conflict resolution, if more than one Native American tribe or band is involved with the project and cannot come to an agreement as to the disposition of cultural materials, materials shall be curated at the San Bernardino County Museum by default;

    d. At the completion of grading, excavation, and ground-disturbing activities on the site, a Phase IV Monitoring Report shall be submitted to the City documenting monitoring activities conducted by the project archaeologist and Native Tribal Monitors within 60 days of completion of grading. This report shall document the impacts to the known resources on the property; describe how each mitigation measure was fulfilled; document the type of cultural resources recovered and the disposition of such resources; provide evidence of the required cultural sensitivity training for the construction staff held during the required pregrade meeting; and, in a confidential appendix, include the daily/weekly monitoring notes from the archaeologist. All reports produced will be submitted to the City, County Museum, and consulting tribes.

TRC-3 **Unanticipated Discovery of Human Remains and Associated Funerary or Ceremonial Objects.** Native American human remains are defined in Public Resources Code Section 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.

a) If Native American human remains and/or grave goods are discovered or recognized on the ORSC site or Offsite Improvement Area, then Public Resource Code 5097.9 as well as Health and Safety Code Section 7050.5 shall be followed.

b) Human remains and grave/burial goods shall be treated alike per California Public Resources Code section 5097.98(d)(1) and (2).

c) Preservation in place (i.e., avoidance) is the preferred manner of treatment for discovered human remains and/or burial goods.

d) Any discovery of human remains/burial goods shall be kept confidential to prevent further disturbance.

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?

Summary of Certified EIR Finding: The Certified EIR concluded that the Approved Project would result in an increase in wastewater generation with the addition of residential and nonresidential land uses to an existing property currently on septic systems. Additionally, the Approved Project would require the expansion of the existing sewer infrastructure and the sewer installations would be require to comply with the City's Municipal Code Chapter 7, Section 6-7.707, Sanitary Sewer Installation Policy and the Setting of Sewer Connection Fees. Additionally, the OMUC regularly provides and prioritizes sewer projects for inclusion in the latest Capital Improvements Program (CIP), which includes a budget for wastewater infrastructure improvements over a five-year planning horizon. Therefore, there would be no significant impacts on wastewater infrastructure.

Additionally, the City's potable water and recycled water distribution systems would be improved and expanded with completion of the Approved Project. Planned new construction and expansion of the water distribution system due to the Approved Project would not significantly impact water treatment nor the City's water distribution system. Additionally, OMUC had capital improvement projects to monitor and upgrade their potable water and recycled water distribution systems, as described in their Water and Recycled Water Master Plans. Therefore, there would be no significant impacts on water infrastructure.

Development contemplated by the Approved Project would result in an increase in impervious surfaces, which in turn could result in an increase in stormwater runoff, higher peak discharges to drainage channels, and the potential to cause nuisance flooding in areas without adequate drainage facilities. The Approved Project would be required to comply with the City's storm drain policies and the MS4 permit, which would require the preparation of hydrology reports and drainage plans for review and approval by the City to ensure that there are no adverse impacts to the City's storm drain system. Also, the Approved Project would need to prepare a

WQMP that addresses stormwater runoff and requires the construction of stormwater treatment facilities for temporary on-site retention of stormwater runoff. These requirements would minimize the amount of stormwater runoff from potential future development. Compliance with the City's policies and programs that ensure adequate infrastructure and the regulatory provisions in the MS4 permit that limit runoff from new development would ensure that implementation of the Approved Project would not result in significant increases in runoff that would contribute to the construction or expansion of new storm drains beyond what is already planned. Therefore, impacts with respect to stormwater infrastructure would be less than significant.

The Approved Project included undergrounding electric transmission lines along Chino Avenue and may include undergrounding of transmission lines along Riverside Drive. SCE forecasts that it will have sufficient electricity supplies to meet demands in its service area. Additionally, electricity used on-site would be offset through solar panels required under Mitigation Measure GHG-2. Moreover, natural gas service would be extended to the ORSC site, provided by SoCalGas through connections to existing off-site gas distribution lines and new on-site infrastructure. Furthermore, a number of franchised telecommunications providers are available in the region, and no significant expansion or construction of the telecommunications network is anticipated as a result of implementation of the Approved Project. The Approved Project also included an extension of the City's OntarioNet fiber optic network to the ORSC site. Although the dry utilities infrastructure to the ORSC site would be extended, the construction or relocation of these facilities would not cause significant environmental effects, and impacts would be less than significant.

Discussion of Effects:

Water and Wastewater

The Modified Project would include the installation of water and wastewater lines within the Project site. Water would be accommodated via proposed 6-inch water lines from the northeastern portion of the building to the existing 12-inch water main on C Street. Additionally, a proposed 2-inch recycled water line would extend from the southwestern portion of the proposed building to the existing12-inch recycled water main on South Champions/Hellman Avenue. Sewer would be accommodated via proposed 8-inch and 10-inch sewer lines that would extend from the northeastern and southeastern corners of the building to an existing 10-inch sewer mains on C Street and South Champions/Hellman Avenue.

Although the Modified Project would result in new water and wastewater line connections, these connections would occur on-site and would be part of the Modified Project's construction phase, which is evaluated throughout this Addendum. The construction of the Modified Project's water and wastewater lines necessary to serve the Modified Project would not result in any significant physical effects on the environment that are not already identified and disclosed as part of this Addendum. Impacts would be less than significant.

Stormwater Drainage

Runoff from the site will sheet flow over the parking areas into the ribbon gutter and curb and gutter system. The runoff will then be intercepted by catch basins and conveyed further by storm drain system into the underground stormtech infiltration system located at the southeastern portion of the site. Using an 18-inch storm drain outlet structure, the excess runoff will be discharged into the curb inlet located offsite at the southeastern corner of the site along A-street. Refer to the analysis under Section 10, Hydrology and Water Quality, Threshold c.ii, above. As discussed, stormwater runoff would be treated on site and would not require relocation or construction of new or expanded storm water drainage infrastructure which could cause significant environmental effects. Therefore, impacts would be less than significant.

Dry Utilities

Electricity will be provided by the Southern California Edison (SCE), natural gas would be provided via Southern California Gas Company (SoCal Gas) and fiber optic would be provided by OntarioNet. Connections to the existing utility networks are available in the Project area and any offsite improvements would occur within improved rights-of-way, which are inherent to the Modified Project's construction phase and have been evaluated throughout this Addendum. Therefore, the Modified Project would not require or result in the construction or expansion of new facilities, and impacts would be less than significant.

Based on the preceding, the Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

b. Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?

Summary of Certified EIR Finding: The Certified EIR concluded that the Approved Project would result in an increase in water demand with the addition of a Minor League Baseball Stadium, a community center and indoor athletic facility, and other nonresidential land uses to an existing property currently on private groundwater wells. The total water demand for the Approved Project was estimated to be 215,748 gallons per day (gpd) or 242 acre-feet per year (afy). Based on the land use maps and future water demand and population projections provided in Appendix B of the 2015 Urban Water Management Plan (UWMP) and Appendix E of the 2020 UWMP, water demand for the Armstrong Ranch Specific Plan, which encompassed the 199-acre ORSC site, was included in both the 2015 and 2020 UWMP. The 2015 Water Supply Assessment (WSA) for the Armstrong Ranch Specific Plan estimated a total water demand of 606 afy. The 2015 and 2020 UWMPs stated that the City's available water supply would meet the projected water demands during normal, single dry and multiple dry years. The ORSC's total water demand of 242 afy is less than the water demand of 606 afy assumed for the 199-acre ORSC site in the City's UWMP. Therefore, the conclusions reached in the 2015 and 2020 UWMPs that the City can meet its future water demand during normal, single-dry, and multiple dry years over the next 25-year period remains valid, and meet the water demand for the ORSC, and impacts would be less than significant.

Discussion of Effects: OMUC is responsible for supplying potable water to the Project site. The UWMP includes an analysis of water supply reliability projected through 2045 under normal years, single dry year, and multiple dry years. OMUC's total water demand for 2020 was approximately 32,109 AF (OMUC, 2021). As stated above, the City is anticipated to have adequate water supplies to meet all its demands from the implementation of the Approved Project at buildout over the next 25 years under a normal year, single dry year, and multiple dry years. As discussed under Response 10.b, the Modified Project would result in an nominal increase of 1,494 gpd in water demand. However, both the 2015 and 2020 UWMP anticipated a total of 606 afy for the ORSC site from the Armstrong Ranch Specific Plan. As such, the increase in water demand associated with the Modified Project was accounted for in the demand anticipated by the UWMPs and impacts would be less than significant. Therefore, the Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

c. Result in a determination by the wastewater treatment provider that 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?

Summary of Certified EIR Finding: The Certified EIR concluded that wastewater from the ORSC site would ultimately flow to the south and to Regional Water Recycling Plan #5 (RP-5). The additional wastewater generation for the Approved Project of 0.06 million gallons per day (mgd) is well below the excess capacity of 14.3 mgd for RP-5. Therefore, the Approved Project would not exceed the capacity of the wastewater treatment provider. In addition, IEUA continually updates its Wastewater Facilities Master Plans RP-5 and includes plans for expansion of this facility to meet the growth within the service area through year 2060. Therefore, there would be no significant impacts on wastewater collection and treatment, and impacts would be less than significant.

Discussion of Effects: The Project site is currently undeveloped and does not require wastewater treatment services. However, overall buildout of the Modified Project would result in an overall reduction in commercial uses compared to the buildout of the Approved Project previously analyzed under the Certified EIR. The Project Applicant would redevelop the Project site with a use that is consistent with the site's underlying land use designation; therefore, the wastewater generation associated with the Modified Project was considered in the demand anticipated by the Certified EIR. As such, the IEUA's existing wastewater treatment facilities are anticipated to have adequate capacity to serve the Modified Project's project demand in addition to its existing commitments. Impacts would be less than significant. Therefore, the Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

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?

Summary of Certified EIR Finding: The Certified EIR concluded that the Approved Project would result in an increase in solid waste of approximately 18,768 pounds per day (ppd), or 3,425 tons per year. This net increase was about 0.1 percent of the combined residual capacity of the Badlands Sanitary Landfill and the El Sobrante Landfill's excess capacity. With continued compliance with the applicable regulations such as CALGreen building code, AB 341, and AB 1826, leading to increased recycling and waste diversion, anticipated rates of solid waste disposal from the ORSC would be less than significant.

Discussion of Effects: Solid waste generated during the operation of the Modified Project is anticipated to be collected by the City of Ontario and is anticipated to be hauled to Badlands Sanitary Landfill or El Sobrante Landfill. The Badlands Sanitary Landfill has a permitted disposal capacity of 5,000 tons per day with a remaining capacity of 4,900,000 cubic yards. The Badlands Sanitary Landfill is estimated to reach capacity, at the earliest time, in the year 2059. (CalRecycle, 2025a) The El Sobrante Landfill is permitted to received 16,054 tons of solid waste per day with a remaining capacity of 121,083,583 tons. The El Sobrante Landfill is estimated to reach capacity, at the earliest time, in the year 2051 (CalRecycle, 2025b).

Based on the generation rate of 15.1 ppd per employee, the Modified Project would result in approximately 3,201.2 ppd[4] (1.6 tons per day), compared to the Approved Project's 7,625.5 ppd (3.81 tons per day). As previously stated, the Badlands Sanitary Landfill has a permitted

[4] 212 employees*15.1= 3,201.2 ppd

disposal capacity of 5,000 tons per day and the El Sobrante Landfill has a permitted disposal capacity of 16,054 tons per day. The Modified Project generated solid waste represents a nominal portion of the landfill's capacity and would not contribute significantly to the daily landfill capacity, and the landfill facilities are sufficient. Moreover, the Modified Project would result in a decrease of 10,160.02 s.f. of commercial uses compared to the buildout of the Approved Project previously analyzed under the Certified EIR. Accordingly, impacts would be less than significant. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

e. Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?

Summary of Certified EIR Finding: The Certified EIR concluded that the City's per capita disposal rates of 15.1 ppd per employee is below the CalRecycle targets of 16.4 ppd for employees. In addition, the Approved Project would comply with Division 4.4, Material Conservation and Resource Efficiency, of the CALGreen Building Code, AB 341, and SB 1383. The City complied with all applicable federal, State, and local solid waste regulations, and solid waste, recycling, and green waste collection services were available to all commercial businesses in the City. Therefore, the Approved Project would comply with all current and future regulatory requirements, and impacts would be less than significant.

Discussion of Effects: The following federal and state laws and regulations govern solid waste disposal:

- AB 939 (Chapter 1095, Statutes of 1989), the California Integrated Waste Management Act of 1989 required each city, county, and regional agency to develop a source reduction and recycling element of an integrated waste management plan that contained specified components, including a source reduction component, a recycling component, and a composting component. With certain exceptions, the source reduction and recycling components were required to divert 50 percent of all solid waste from landfill disposal or transformation by January 1, 2000, through source reduction, recycling, and composting activities.

- AB 32 (Chapter 488, Statutes of 2006), the California Global Warming Solutions Act, established mandatory recycling as one of the measures to reduce GHG emissions adopted in the Scoping Plan by the California Air Resources Board.

- AB 341 (Chapter 476, Statutes of 2011) requires that all "commercial" generators of solid waste (businesses, institutions, and multifamily dwellings) establish recycling and/or composting programs. AB 341 goes beyond AB 939 and establishes the new recycling goal of 75 percent by 2020.

- SB 1383 (Chapter 395, Statutes of 2016)requires all businesses and residents to divert organic materials (including food waste, yard waste, and soiled paper products) from the landfill.

The Modified Project would implement the requirements of the City's Integrated Waste Department's Refuse & Recycling Planning Manual on refuse and recycling storage and access

for service, as well as addressing the City's recycling goals. The requirements of Chapter 3, Integrated Waste Management, of the Municipal Code will also be implemented to ensure that the Modified Project complies with all applicable state and federal laws. Therefore, no impacts are anticipated. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

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?

Summary of Certified EIR Finding: The Certified EIR concluded that the City's Emergency Operations Plan provided a means to prepare and maintain systems, supplies, and other logistical items among City departments to support emergency/disaster response and recovery throughout the City. The number of people visiting and working at the ORSC site would fluctuate throughout the year and on a daily basis because the schedule of activities at the proposed baseball stadium and use of the proposed City recreation facilities would vary based on sport seasons. Development of the Approved Project would also include construction activities that may also temporarily impact traffic on the ORSC site. Therefore, construction and operation of the Approved Project could impair an emergency response plan or evacuation plan. Implementation of Mitigation Measures TRAF-2 and TRAF-3 would require that the City prepare and implement a Parking and Event Traffic Management Plan (TMP) and a construction management plan to ensure that construction and operational activities do not interfere with emergency access. Therefore, with the implementation of Mitigation Measure TRAF-2 and TRAF-3, impacts related to emergency access would be less than significant.

Discussion of Effects: As concluded in the Certified EIR, the City is not located with a SRA. According to the California Department of Forestry and Fire Protection's fire hazard map for the Local Responsibility Area (LRA), the Project site is not within a Very High Fire Hazard Severity Zone (VHFHSZ) (CAL FIRE, 2025). Consistent with the findings of the Certified EIR, the Modified Project would be required to develop a construction management plan (Mitigation Measure TRAF-3) to ensure construction activities would not impair the City's emergency response plan or evacuation plan. Additionally, during the building plan check and development review process, the City would coordinate with OFD and OPD to ensure that the necessary fire prevention and emergency response features are incorporated into the Modified Project and that adequate circulation and access (e.g., adequate turning radii for fire trucks) is provided. Therefore, impacts would be less than significant with the implementation of Mitigation Measure TRAF-3. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required. Mitigation Measure TRAF-3 is applicable to the Modified Project.

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?

Summary of Certified EIR Finding: The Certified EIR concluded that the City was located outside of a State Responsibility Area (SRA) and did not contain areas subject to very high wildfire risk. However, the City recognized that even though fuel loading was light in Ontario and fire risk came primarily from urban fires, not wildfires, there was some risk related to wildfires. Implementation of the Approved Project would not add wildland vegetation or change site topography (such as adding large slopes) so as to exacerbate the spread of wildfire; therefore, it was unlikely that a wildfire would travel into the Project area from adjacent areas and be exacerbated by the Approved Project. Construction of these infrastructure improvements would be required to comply with of the CFC Chapter 33's fire safety precautions for construction and demolition of a project, therefore minimizing fire-related impacts associated with the installation of this infrastructure. Additionally, all project buildings would be constructed in accordance with the applicable provisions of the adopted CFC, the City's Municipal Code, and standard conditions regarding fire prevention and suppression measures. Moreover, the ORSC site and the area surrounding the site were relatively flat and in areas of minimal flood hazard; therefore, would not increase the risk of landslides after a wildfire compared to existing condition and increase the risk of downslope or downstream flooding. With adherence to the building practices in the CAL FIRE's 2019 Strategic Fire Plan for California, the California Fire Code, CBC, City's LHMP, and fire services from OFD, development and infrastructure associated with the Approved Project would not exacerbate risk or result in post-wildfire hazards.

Discussion of Effects: As discussed above, the Project site is not located with a SRA or VHFHSZ in a LRA(CAL FIRE, 2025). Construction of the proposed infrastructure improvements would be required to comply with of the CFC Chapter 33's fire safety precautions and Project buildings constructed in accordance with the applicable provisions of the adopted CFC and the City's Development Code. Additionally, as discussed previously, the Project site is not located with an area of flood or landslide hazards. Therefore, impacts would be less than significant. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

21. MANDATORY FINDINGS OF SIGNIFICANCE.

a. Does the project have the potential to 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, 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?

Summary of Certified EIR Finding: The Certified EIR concluded that the Approved Project would result in less-than-significant impacts to sensitive plant and animal species as well as habitats with the implementation of Mitigation Measures BIO-1 through BIO-9. Additionally, the Approved Project concluded that the Approved Project would result in in less-than-significant impacts to historical resources.

Discussion of Effects: As discussed in Biological Resources Section of the Addendum, With the implementation of Mitigation Measures BIO-1 through BIO-9, impacts to sensitive plant and wildlife species would be less than significant. Additionally, as indicated in the Cultural Resources Section, the Project site is not included on the National Register of Historic Places, California Register of Historical Resources, or a local register of historical resources, nor is it eligible for listing. Therefore, no impacts are anticipated. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

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.)

Summary of Certified EIR Finding: The Certified EIR addressed cumulative impacts for each of the environmental topics evaluated. The Certified EIR concluded that the Approved Project would result in significant and unavoidable cumulative impacts regarding agricultural resources, air quality, greenhouse gas emissions, noise, and transportation (VMT).

Discussion of Effects: As identified through the analysis presented in this Addendum, with the implementation of Project-specific mitigation measures identified herein, the Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary. Therefore, there is no potential for the Modified Project to result in cumulatively considerable effects to the environment beyond those previously disclosed in the Certified EIR (and already disclosed throughout this analysis), and instead, the Modified Project's impacts are generally less than the impacts assumed and analyzed in the Certified EIR.

Mitigation: No additional mitigation required.

c. Does the project have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly?

Summary of Certified EIR Finding: The Certified EIR concluded that with the implementation of the Mitigation Measures, compliance with existing laws, plans and regulations, the Approved Project does not have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly.

Discussion of Effects: The Modified Project's potential to result in environmental effects that could adversely affect human beings, either directly or indirectly, has been discussed throughout this Addendum. The Modified Project would result in less than significant impacts related to air quality and associated effects on human health from air pollutants, GHG emissions, and construction-related noise and potential effects on hearing impairment. Implementation of the Modified Project would not result in environmental effects that would cause substantial adverse

effects on human beings, either directly or indirectly, beyond those disclosed in the Certified EIR, and instead, the Modified Project's impacts are generally less than the impacts assumed by the Certified EIR.

Mitigation: No additional mitigation required.

EARLIER ANALYZES

(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 analyses used and state where they are available for review.

a) Ontario Regional Sports Complex Final Environmental Impact Report

b) Armstrong Ranch Specific Plan Environmental Impact Report

c) The Ontario Plan/Policy Plan

d) City of Ontario Municipal Code

All documents listed above are on file with the City of Ontario Planning Department, 303 East "B" Street, Ontario, California 91764, (909) 395-2036.

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.

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TECHNICAL MEMORANDUM

DATE	November 17, 2025
TO	Tracy Chu, Project Manager T&B Planning
ADDRESS	3200 El Camino Real, Suite 100 Irvine, CA 92602
FROM	Nicole Vermilion, Principal Lance Park, Senior Associate II Lexie Zimny, Associate I
SUBJECT	Air Quality and Greenhouse Gas Emissions Technical Memorandum for Hotel Ontario Aloft + Residence Inn Project
PROJECT NUMBER	T&B-02

PlaceWorks' technical staff has prepared an air quality and greenhouse gas (GHG) emissions memorandum to support the environmental documentation required under the California Environmental Quality Act (CEQA) for the proposed amendments to the Ontario Regional Sports Complex and Hotel Ontario Aloft + Residence Inn Project (together referred to as the "Proposed Project") compared to the previously approved Ontario Regional Sport Complex (ORSC).

Project Background and Prior Environmental Analysis

This memorandum was prepared to support an Addendum to the previously approved ORSC Environmental Impact Report (Certified EIR) (State Clearinghouse [SCH] No. 2023110328) for the Proposed Project. The memorandum has been prepared in accordance with the provisions of Section 21166 of the CEQA statute and Sections 15162 and 15164 of the CEQA Guidelines.

The land use plan for the ORSC (Approved Project) designates land uses within seven planning areas (PA)—Baseball Stadium (PA 1); Commercial Retail (PA 2); Baseball Stadium Retail-Hospitality (PA 3), Baseball Stadium Retail-Hospitality South (PA 4); City Park–Active Fields (PA 5); City Park–Indoor Athletic Facility (PA 6); and Community Recreation Center (PA 7). The Approved Project allows for up to 540,750 square feet of commercial building space, 450,000 square feet of stadium space (110,000 square feet of conditioned space and 340,000 square feet of unconditioned space), and 272,000 square feet of parking structures within the 199-gross-acre site. The EIR for the ORSC was certified in August 2024.

CERTIFIED EIR MITIGATION MEASURES

The Certified EIR determined that the following air quality and GHG mitigation measures would be applicable to future individual projects under the approved project.

AQ-1 The City of Ontario shall require the construction contractor to incorporate the following to reduce air pollutant emissions during construction activities:

- Use construction equipment rated by the United States Environmental Protection Agency as having Tier 4 (model year 2015 or newer) Final or stricter emission limits for all off-road construction equipment. If Tier 4 Final equipment is not commercially available for a specific piece of equipment, the applicant shall provide documentation (e.g., rental inventory requests), to the City's satisfaction, or otherwise demonstrate its unavailability to the City of Ontario prior to the issuance of any construction permits and replacement equipment used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 3 diesel emissions control strategy for a similarly sized engine as defined by the California Air Resources Board.
    - If Tier 4 Final equipment is not available, the construction contractor(s) and subcontractor(s) shall use Tier 4 Interim equipment.
    - If Tier 4 Interim equipment is not available, the construction contractor(s) and subcontractor(s) affected shall use then Tier 3 equipment outfitted with a level 3 diesel particulate filter.
    - For purposes of this mitigation measure, "commercially available" shall mean the availability of Tier 4 engines similar to the availability of other large-scale construction projects in the City occurring at the same time and taking into consideration factors such as (i) potential significant delays to critical-path timing of construction and (ii) geographic proximity to the project site of Tier 4 equipment.
- During construction, the construction contractor shall maintain a list of all operating equipment in use on the construction site for verification by the City of Ontario. The construction equipment list shall state the makes, models, Equipment Identification Numbers, Engine Family Numbers, and number of construction equipment on-site.
- Use paints with a VOC content that meets the South Coast Air Quality Management District Super Compliant architectural coatings standard of 10 grams per liter (g/L) or less (i.e.,) for coating architectural surfaces.
- Comply with South Coast Air Quality Management District Rule 403, including the following measure:
    - Provide National Institute of Occupational Safety and Health (NIOSH)-approved respirators for workers with a prior history of Valley Fever.
    - Half-face respirators equipped with a minimum N-95 protection factor for use during worker collocation with surface disturbance activities. Half-face respirators equipped with N-100 or P-100 filters should be used during digging activities. Employees should wear respirators when working near earth-moving machinery.
    - Post warnings onsite and consider limiting access to visitors, especially those without adequate training and respiratory protection.
    - These identified measures shall be incorporated into all appropriate construction documents (e.g., construction management plans) submitted to and verified by the City.

AQ-2 All landscaping equipment (e.g., leaf blower) used for property management shall be electric powered only. The property manager/facility owner shall provide documentation (e.g., purchase, rental, and/or

services agreement) to the City of Ontario Planning Department to verify to the City's satisfaction that all landscaping equipment utilized will be electric powered.

GHG-1 The City of Ontario shall require proposed buildings within the ORSC site to be all electric, with electricity to be the only permanent source of energy for all nonemergency building energy needs, including but not limited to water heating; mechanical equipment; and heating, ventilation, and air conditioning (HVAC) (i.e., space-heating and space cooling). All major appliances (e.g., dishwashers, refrigerators, and water heaters) provided/installed shall be electric-powered EnergyStar certified or an equivalent energy efficiency where applicable. The only exception to this measure shall be limited to commercial cooking uses. Prior to issuance of building permits for development projects, applicants shall provide plans that show the aforementioned requirements to the City of Ontario Planning Department. Prior to issuance of the certificate of occupancy, the City of Ontario Building Department shall verify installation of the electric-powered EnergyStar or equivalent appliances.

GHG-2 The City of Ontario shall require proposed buildings and parking areas within the ORSC site to include on-site renewable energy generation systems. Proposed buildings shall include photovoltaic (PV) and battery energy storage systems compliant with the Prescriptive Requirements of the California Building Standards Code, Part 6, California Energy Code. Proposed buildings may substitute alternative renewable energy generation technology (e.g., wind) for PV systems; however, that alternative generation technology system shall be sized to provide annual electricity equal to what would be provided by a PV system for that building compliant with the Prescriptive Requirements of the California Building Standards Code, Part 6, California Energy Code. Proposed parking areas shall include a PV system or alternative renewable energy generation system (e.g., wind) to help offset electricity demand generated by electric vehicle charging. Prior to issuance of building permits for development projects, applicants shall provide plans that show the aforementioned requirements to the City of Ontario Planning Department. Prior to issuance of the certificate of occupancy, the City of Ontario Building Department shall verify installation of the PV and battery energy storage systems or alternative renewable energy generation systems.

GHG-3 The City of Ontario shall require that the parking lots and parking structure install electric vehicle spaces in compliance with the voluntary Tier 2 standards under Section A5.106.5.3.2 of the Non-residential Voluntary Measures in the 2022 California Green Building Standards Code. All site plans submitted to the City of Ontario Planning Department shall illustrate compliance with Section A5.106.5.3.2.

GHG-4 The City of Ontario shall require applicants to design and construct buildings in Planning Areas 2, 3, and 4 to achieve a 100-point score with the 2022 Community Climate Action Plan (CCAP), Table 6, "Screening Table for Implementing GHG Performance Standards for Commercial, Office, Medical, Hotel, Industrial, and Retail Development, 2030." Alternatively, the analysis of development projects can be done through emissions calculations to demonstrate equivalent reductions using CalEEMod or a similar tool. Projects that do not use the CCAP Screening Tables to demonstrate consistency with the 2022 CCAP must demonstrate that they will generate annual GHG emissions that do not exceed the following emission screening thresholds from the CCAP:

1. For residential development completed between 2020 and 2030, the project shall not produce GHG emissions greater than 5.85 $MTCO_2e$/dwelling unit.

2. For residential development completed after 2030, the project shall not produce GHG emissions greater than 1.53 $MTCO_2e$/dwelling unit.

3. For nonresidential developments of all types completed between 2020 and 2030, the project shall not produce GHG emissions greater than 8.84 $MTCO_2e$/2,500 square feet of conditioned space.

4. For nonresidential developments of all types completed after 2030, the project shall not produce GHG emissions greater than 3.61 $MTCO_2e$/2,500 square feet of conditioned space.

For projects that include both residential and nonresidential space, the residential and nonresidential components must be assessed separately against their respective applicable thresholds.

Project Location

The ORSC is in the southern portion of Ontario, which is known as the Ontario Ranch. The ORSC site is bounded to the north by Riverside Drive, to the south by Chino Avenue, to the west by the unimproved right-of-way (ROW) for Vineyard Avenue, and to the east by the Cucamonga Creek Flood Control Channel. The Proposed Project, which covers PAs 2 through 4 of the ORSC, is largely concentrated in the northeastern portion of the ORSC. PA 2 and PA 3 border Riverside Drive; PA 2 borders the Cucamonga Creek Flood Control Channel; and PA 4 is bordered by PAs 2, 3, and 5.

The proposed hotel and retail building is in a 3.41-acre portion of PA 2 of the ORSC. The project site encompasses three assessor's parcel numbers (APNs): 0218-111-12-0-000, 0218-111-49-0-000, and 0218-111-50-0-000. The site has a General Plan designation of Hospitability (HOS) and a zoning designation of Convention Center Support Commercial (CCS). The project site is bounded by Riverside Drive to the north, Hellman Avenue and the baseball stadium of PA 1 to the west, A Street and the Cucamonga Flood Control Channel to the east, and C Street to the south.

Project Description

The Proposed Project encompasses the amendments to the ORSC to relocate and reconfigure the hotel and retail building space across PAs 2 through 4 as well as construction and operation of the proposed Aloft & Residence Inn Hotel in PA 2. As shown in Table 1, *Approved Project and Proposed Project Comparison*, across all three PAs, the hotel space would increase from 70,000 square feet with 100 rooms to up to 170,000 square feet with 249 rooms, and the retail building space would diminish from 180,000 square feet to 72,144 square feet, resulting in a net decrease of building space—from 250,000 square feet to 242,144 square feet—across all retail and hotel uses in those three PAs.

The proposed Aloft & Residence Inn is a five-story hotel complex consisting of 249 rooms across the second through fifth floors and a retail/conference area on the first floor. The retail/conference area would include conference rooms, a "hall of fame" area, a Yogurtland, and a café. A courtyard on the first floor of the hotel would consist of a patio, three pool areas, and an event area with artificial turf. The total proposed Aloft & Residence Inn building is anticipated to consist of up to 195,700 square feet. The proposed Aloft & Residence Inn would also have two parking areas with a total of 197 parking stalls and an off-site sidewalk improvement.

Table 1 Approved Project and Proposed Project Comparison

Land Use	Approved Project	Proposed Project	Difference
PA 2 Commercial Retail			
Retail/Commercial, East	45,000 Sq Ft	25,631 Sq Ft	-19,369 Sq Ft
Hotel	0 Sq Ft	170,000 Sq Ft 249 Rooms	170,000 Sq Ft 249 Rooms
PA 3 Baseball Stadium Retail Stadium Retail and Hospitality			
Retail/Commercial	21,000 Sq Ft	10,000 Sq Ft	-11,000 Sq Ft
Hotel	70,000 Sq Ft 100 Rooms	0 Sq Ft 0 Rooms	-70,000 Sq Ft -100 Rooms
PA 4 Baseball Stadium Retail and Hospitality South			
Retail/Commercial	114,000 Sq Ft	36,513 Sq Ft	-77,487 Sq Ft
TOTAL Retail Space	**180,000 Sq Ft**	**72,144 Sq Ft**	**-107,856 Sq Ft**
TOTAL Hotel Space	**70,000 Sq Ft 100 Rooms**	**170,000 Sq Ft 249 Rooms**	**100,000 Sq Ft 149 Rooms**
TOTAL Building Space PAs 2 to 4	**250,000 Sq Ft 100 Rooms**	**242,144 Sq Ft 249 Rooms**	**-7,856 Sq Ft 149 Rooms**

Modeling Methodology

Projected operation-related air pollutant emissions are calculated using the California Emissions Estimator Model (CalEEMod), version 2022.1. For the purposes of this analysis, operational emissions were calculated using the project-specific information for the proposed Aloft & Residence Inn portion of the Proposed Project in PA 2. In lieu of project-specific information for PAs 3 and 4, operational emissions for these portions of the Proposed Project were calculated based on the total projected building square footages shown in Table 1 in addition to the landscaping and parking square footage assumed under these PAs of the ORSC. The total emissions for these three PAs under the Proposed Project were compared to the operational emissions of these PAs under the Approved Project.

Operation-related mobile emissions modeled for both the Approved and Proposed Project are based on trip generation estimates from the 11th edition of the ITE manual compiled by the City of Ontario (see Attachment A, *Approved Project and Proposed Project Trip Generation*). The scenarios considered in these trip generation estimates include a "typical weekday with a stadium event" scenario and two scenarios for Saturday trips—one accounts for a tournament at the athletic facilities and no baseball stadium event; the other accounts for a baseball stadium event and no tournaments. For the purposes of this analysis, the average daily trips from the scenario with the highest number of trips across the three scenarios were used for modeling mobile emissions of the Approved Project and Proposed Project, respectively.

The calculated operational emissions of the Proposed Project are compared to the thresholds of significance for individual projects per the South Coast Air Quality Management District's (South Coast AQMD) *CEQA Air Quality Handbook* (1993) as well as the emissions of the Approved Project. Because the Proposed Project would result in a net decrease in building space, construction-related air quality impacts are discussed qualitatively.

Thresholds of Significance

AIR QUALITY

The analysis of the proposed project's air quality impacts follows the guidance and methodologies recommended in the *CEQA Air Quality Handbook* and the significance thresholds on South Coast AQMD's website (South Coast AQMD 1993, 2023). CEQA allows the significance criteria established by the applicable air quality management or air pollution control district to be used to assess a project's impacts on air quality. South Coast AQMD has established thresholds of significance for regional air quality emissions for construction activities and project operation. In addition to the daily thresholds, projects are also subject to the ambient air quality standards (AAQS). These are addressed through an analysis of localized carbon monoxide (CO) impacts and localized significance thresholds (LST).

Regional Significance Thresholds

South Coast AQMD has adopted regional construction and operational emissions thresholds to determine a project's cumulative impact on air quality in the South Coast Air Basin (SoCAB). Table 2, *South Coast AQMD Regional Significance Thresholds*, lists thresholds that are applicable for all projects uniformly, regardless of size or scope. There is growing evidence that although ultrafine particulates ($PM_{0.1}$) contribute a very small portion of the overall atmospheric mass concentration, they represent a greater proportion of the health risk from particulate matter (PM). However, the United States Environmental Protection Agency (EPA) and California Air Resources Board (CARB) have not yet adopted AAQS to regulate ultrafine particulates; therefore, South Coast AQMD has not developed thresholds for them.

Table 2 South Coast AQMD Regional Significance Thresholds

Air Pollutant	Construction Phase	Operational Phase
Reactive Organic Gases (ROGs)/Volatile Organic Compounds (VOCs)	75 lbs/day	55 lbs/day
Nitrogen Oxides (NO_X)	100 lbs/day	55 lbs/day
Carbon Monoxide (CO)	550 lbs/day	550 lbs/day
Sulfur Oxides (SO_X)	150 lbs/day	150 lbs/day
Coarse Particulates (PM_{10})	150 lbs/day	150 lbs/day
Fine Particulates ($PM_{2.5}$)	55 lbs/day	55 lbs/day

Source: South Coast AQMD 2023.

Projects that exceed the regional significance thresholds contribute to the nonattainment designation of the SoCAB. The attainment designations are based on the AAQS, which are set at levels of exposure that are determined to not result in adverse health effects. Exposure to fine particulate pollution and ozone causes myriad health impacts, particularly to the respiratory and cardiovascular systems, including:

- Increase in cancer risk ($PM_{2.5}$, toxic air contaminants [TACs])
- Aggravation of respiratory disease (ozone [O_3], $PM_{2.5}$)
- Increase in bronchitis (O_3, $PM_{2.5}$)
- Cause of chest discomfort, throat irritation, and increased effort to take a deep breath (O_3)
- Reduction in resistance to infections and increases fatigue (O_3)

- Reduction in lung growth in children ($PM_{2.5}$)
- Contribution to heart disease and heart attacks ($PM_{2.5}$)
- Contribution to premature death (O_3, $PM_{2.5}$)
- Reduction in birth weight in newborns ($PM_{2.5}$) (South Coast AQMD 2015a)

Exposure to fine particulates and ozone aggravates asthma attacks and can amplify other lung ailments, such as emphysema and chronic obstructive pulmonary disease. Exposure to current levels of $PM_{2.5}$ is responsible for an estimated 4,300 cardiopulmonary-related deaths per year in the SoCAB. In addition, University of Southern California scientists responsible for a landmark children's health study found that lung growth improved as air pollution declined for children aged 11 to 15 in five communities in the SoCAB (South Coast AQMD 2015b).

Mass emissions in Table 2 are not correlated with concentrations of air pollutants but contribute to the cumulative air quality impacts in the SoCAB. Therefore, regional emissions from a single project do not usually trigger a regional health impact. South Coast AQMD is the primary agency responsible for ensuring the health and welfare of individuals sensitive to elevated concentrations of air quality in the SoCAB. To achieve the health-based standards established by the EPA, South Coast AQMD prepares an air quality management plan (AQMP) that details regional programs to attain the AAQS.

CO HOTSPOTS

Areas of vehicle congestion have the potential to create pockets of carbon monoxide (CO) called hot spots. These pockets have the potential to exceed the State's one-hour standard of 20 parts per million (ppm) or the eight-hour standard of 9 ppm. Because CO is produced in greatest quantities from vehicle combustion and does not readily disperse into the atmosphere, adherence to ambient air quality standards is typically demonstrated through an analysis of localized CO concentrations. Hot spots are typically produced at intersections where traffic congestion is highest because vehicles queue for longer periods and are subject to reduced speeds. With the turnover of older vehicles, introduction of cleaner fuels, and implementation of control technology on industrial facilities, CO concentrations in the SoCAB and in the state have steadily declined.

In 2007, the SoCAB was designated in attainment for CO under both the California AAQS and National AAQS. The CO hotspot analysis conducted for attainment by South Coast AQMD did not predict a violation of CO standards at the busiest intersections in Los Angeles during the peak morning and afternoon periods.[1] As identified in South Coast AQMD's 2003 AQMP and the 1992 Federal Attainment Plan for Carbon Monoxide (1992 CO Plan), peak carbon monoxide concentrations in the SoCAB in previous years were a result of unusual meteorological and topographical conditions and not a result of congestion at a particular intersection (South Coast AQMD 1992, 2003). The South Coast AQMD does not currently have adopted CO hotspot screening guidance, so guidance from the Bay Area Air District was used to determine whether the proposed project may result in potentially significant impacts related to CO hotspot generation. According to Bay Area Air District's CEQA Air Quality Guidelines, to generate a significant CO impact under existing and future vehicle emission rates, a project would have to increase traffic volumes at a single intersection to more than 44,000 vehicles per hour—or 24,000 vehicles per hour where vertical and/or horizontal air does not mix (Bay Area Air District 2023).[2]

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[1] The four intersections were: Long Beach Boulevard and Imperial Highway; Wilshire Boulevard and Veteran Avenue; Sunset Boulevard and Highland Avenue; and La Cienega Boulevard and Century Boulevard. The busiest intersection evaluated (Wilshire and Veteran) had a daily traffic volume of approximately 100,000 vehicles per day, with level of service (LOS) E in the morning peak hour and LOS F in the evening peak hour.

[2] The CO hotspot analysis refers to the modeling conducted by the Bay Area Air District (formerly known as BAAQMD) for its 2022 CEQA Guidelines because it is based on newer data and considers the improvement in mobile-source CO emissions. Although meteorological conditions in the Bay Area differ from those in the SoCAB, the modeling conducted by Bay Area Air District demonstrates that the peak-hour traffic volumes at an intersection in a single hour would need to be substantial. This finding is consistent with the CO hotspot analysis South Coast AQMD prepared as part of its 2003 AQMP to provide support in seeking CO attainment for the SoCAB. Based on that analysis, no CO hotspots were predicted for

LOCALIZED SIGNIFICANCE THRESHOLDS

South Coast AQMD developed LSTs for emissions of NO_2, CO, PM_{10}, and $PM_{2.5}$ generated at the project site (off-site mobile-source emissions are not included in the LST analysis). LSTs represent the maximum emissions at a project site that are not expected to cause or contribute to an exceedance of the most stringent federal or State AAQS and are shown in Table 3, *South Coast AQMD Localized Significance Thresholds*.

Table 3 South Coast AQMD Localized Significance Thresholds

Air Pollutant (Relevant AAQS)	Concentration
1-Hour CO Standard (CAAQS)	20 ppm
8-Hour CO Standard (CAAQS)	9.0 ppm
1-Hour NO_2 Standard (CAAQS)	0.18 ppm
Annual NO_2 Standard (CAAQS)	0.03 ppm
24-Hour PM_{10} Standard – Construction (South Coast AQMD)[1]	10.4 µg/m^3
24-Hour $PM_{2.5}$ Standard – Construction (South Coast AQMD)[1]	10.4 µg/m^3
24-Hour PM_{10} Standard – Operation (South Coast AQMD)[1]	2.5 µg/m^3
24-Hour $PM_{2.5}$ Standard – Operation (South Coast AQMD)[1]	2.5 µg/m^3

Source: South Coast AQMD 2023.
ppm – parts per million; µg/m^3 – micrograms per cubic meter
[1] Threshold is based on South Coast AQMD Rule 403. Since the SoCAB is in nonattainment for PM_{10} and $PM_{2.5}$, the threshold is established as an allowable change in concentration. Therefore, background concentration is

To assist lead agencies, South Coast AQMD developed screening-level LSTs to back-calculate the mass amount (lbs. per day) of emissions generated on-site that would trigger the levels shown in Table 3 for projects under 5 acres. In accordance with South Coast AQMD's LST methodology, the screening-level construction LSTs are based on the acreage disturbed per day by equipment use, distance to sensitive receptors, and source receptor area (SRA). Table 4, *South Coast AQMD Screening-Level Localized Significance Thresholds*, presents the screening-level construction LSTs for the project site in SRA 33, Southwest San Bernardino Valley. The screening-level thresholds are based on sensitive receptors within South Coast AQMD's minimum reference distance of 82 feet (25 meters) for NO_X, CO, PM_{10}, and $PM_{2.5}$.

the SoCAB. As noted in the preceding footnote, the analysis included some of Los Angeles' busiest intersections, with daily traffic volumes of 100,000 or more daily vehicle trips operating at LOS E and F.

Table 4 South Coast AQMD Screening-Level Localized Significance Thresholds

Acreage Disturbed	Threshold (lbs/day)			
	Nitrogen Oxides (NO_X)	Carbon Monoxide (CO)	Coarse Particulates (PM_{10})	Fine Particulates ($PM_{2.5}$)
5 Acres Disturbed per Day (Construction)	270	2,193	16	9
5 Acres Disturbed per Day (Operation)	270	2,193	4	2

Source: South Coast AQMD 2008, 2011, and 2023.
Notes: Screening-level LSTs for NO_X, CO, PM_{10}, and $PM_{2.5}$ are based on SRA 33 at the minimum reference distance of 82 feet (25 meters).

Air Quality Management Plan Consistency

The South Coast AQMD is the agency responsible for improving air quality in the SoCAB and ensuring that the National and California AAQS are attained and maintained. South Coast AQMD is responsible for preparing the air quality management plan (AQMP) for the SoCAB in coordination with the Southern California Association of Governments (SCAG). The AQMP is a regional strategy plan to achieve air quality standards by examining emissions, looking at regional growth projections, and the impact of existing and proposed control measures to provide healthful air in the long-term. Since 1979, a number of AQMPs have been prepared. The latest AQMP was adopted on December 22, 2022.

The regional emissions inventory for the SoCAB is compiled by South Coast AQMD and SCAG. Regional population, housing, and employment projections developed by SCAG are based in part on cities' general plan land use designations. These projections form the foundation for the emissions inventory of the AQMP. These demographic trends are incorporated into SCAG's 2024-2050 Regional Transportation Plan/Sustainable Community Strategy (RTP/SCS), Connect SoCal, to determine priority transportation projects and vehicle miles traveled in the SCAG region (SCAG 2024). Because the AQMP strategy is based on projections from local general plans and SCAG's regional growth forecasts, projects that are consistent with the local general plan are considered consistent with the air-quality-related regional plan.

Health Risk

Table 5 South Coast AQMD Toxic Air Contaminants Incremental Risk Thresholds

Maximum Incremental Cancer Risk	≥ 10 in 1 million
Cancer Burden (in areas ≥ 1 in 1 million)	> 0.5 excess cancer cases
Hazard Index (project increment)	≥ 1.0

Source: South Coast AQMD 2023.

Whenever a project would require use of chemical compounds that have been identified in South Coast AQMD Rule 1401, placed on CARB's air toxics list pursuant to Assembly Bill (AB) 1807, or placed on the EPA's National Emissions Standards for Hazardous Air Pollutants, a health risk assessment is required by the South Coast AQMD.

Table 5, *South Coast AQMD Toxic Air Contaminants Incremental Risk Thresholds*, lists the South Coast AQMD's TAC incremental risk thresholds for operation of a project.

The purpose of this environmental evaluation is to identify the significant effects of the proposed project on the environment, not the significant effects of the environment on the proposed project (*California Building Industry Association v. Bay Area Air Quality Management District* [2015] 62 Cal.4th 369 [Case No. S213478]). Land uses that have the potential to generate substantial stationary sources of emissions include industrial projects that require a permit from South Coast AQMD, such as chemical processing, or warehousing projects where substantial truck idling could occur on-site (CARB 2005).

The primary sources of potential air toxics associated with project operations include diesel particulate matter (DPM) from delivery trucks (e.g., truck traffic on local streets and idling on adjacent streets) and, to a lesser extent, building operations (e.g., natural gas-fired boilers). However, the proposed project does not include the types of land uses that generate a substantial number of trucks or TAC emissions. Due to the type of land use proposed under the project, toxic or carcinogenic air pollutants are not expected in any meaningful amounts in conjunction with operation of the proposed project. Therefore, an analysis of the project's operational TAC emissions is not warranted.

GREENHOUSE GAS EMISSIONS

The CEQA Guidelines recommend that a lead agency consider the following when assessing the significance of impacts from GHG emissions on the environment.

1. The extent to which the project may increase (or reduce) GHG emissions compared to the existing environmental setting.
2. Whether the project emissions exceed a threshold of significance that the lead agency determines applies to the project.
3. The extent to which the project complies with regulations or requirements adopted to implement an adopted statewide, regional, or local plan for the reduction or mitigation of GHG emissions.[3]

Net Zero Threshold

Because the land use types associated with the ORSC are not identified by any air district's GHG emissions methodology or the State's Scoping Plan emissions inventory or forecast, the Certified EIR determined that market capture approach thresholds and efficiency thresholds derived from the State's GHG emissions forecast would not be applicable to the ORSC. To provide a conservative analysis of the ORSC's impacts in relation to carbon neutrality goals of AB 1279,[4] the City identified a no net increase threshold of zero (0 $MTCO_2e$). Appendix D of the CARB 2022 Draft Scoping Plan recognizes that achieving no net additional increase in GHG emissions, resulting in no contribution to GHG impacts, may be an appropriate overall objective (CARB 2022). Therefore, the zero-net increase

[3] The Governor's Office of Land Use and Climate Innovation (LCI) recommends a requirement that such a plan be adopted through a public review process and include specific requirements that reduce or mitigate the project's incremental contribution of GHG emissions. If there is substantial evidence that the possible effects of a particular project are still cumulatively considerable, notwithstanding compliance with the adopted regulations or requirements, an environmental impact report (EIR) must be prepared for the project.

[4] The 2022 Scoping Plan update includes statewide measures to achieve the state's carbon neutrality goals under AB 1279, such as carbon dioxide removal, that are not applicable to local governments. Carbon neutrality goals are a "no impact" level and not a "less than significant" impact level for climate change effects. There are presently no reliable means of forecasting how future technological developments related to carbon dioxide removal may affect future emissions in a jurisdiction. Therefore, carbon neutrality targets are not directly applicable to local governments or CEQA projects to mitigate GHG emissions impacts of a proposed project.

threshold was used as a conservative threshold for GHG emissions impacts under CEQA for the Approved Project and is utilized to determine potential impacts resulting from the Proposed Project.

Consistency with a GHG Reduction Plan

CEQA Guidelines Section 15183.5, Tiering and Streamlining the Analysis of Greenhouse Gas Emissions, allows for lead agencies to analyze and mitigate the significant effects of GHG emissions at a programmatic level. Pursuant to CEQA Guidelines Section 15183.5, later project-specific environmental documents may tier from and/or incorporate by reference the GHG reduction plan so long as they include the following plan elements.

- Quantify greenhouse gas emissions, both existing and projected over a specified time period, resulting from activities within a defined geographic area.
- Establish a level, based on substantial evidence, below which the contribution to greenhouse gas emissions from activities covered by the plan would not be cumulatively considerable.
- Identify and analyze the greenhouse gas emissions resulting from specific actions or categories of actions anticipated within the geographic area.
- Specify measures or a group of measures, including performance standards, that substantial evidence demonstrates, if implemented on a project-by-project basis, would collectively achieve the specified emissions level.
- Establish a mechanism to monitor the plan's progress toward achieving the level and to require amendment if the plan is not achieving specified levels.
- Be adopted in a public process following environmental review.

The Ontario Community Change Action Plan (CCAP) was adopted in a public process following environmental review in August 2022. The CCAP included an updated a GHG inventory for Ontario based on the latest community protocols and global-warming potentials. It provided emissions forecasts for 2030 and 2050 and established GHG emissions targets for 2030 consistent with SB 32. It also identified State and local measures to reduce GHG emissions and quantified GHG reductions associated with these measures. With implementation of the GHG reduction measures, the CCAP provides a flexible path to reduce the community's GHG emissions to achieve the 2030 target pursuant to SB 32. While the CCAP includes a forecast with reductions for the 2050 horizon, it was based on the reductions needed to achieve Executive Order S-03-05 and predates the passage of AB 1279 for year 2045.

Consequently, the CCAP is a qualified GHG reduction plan through 2030. However, because emissions associated with the Approved Project were not included in the forecast for the CCAP, the ORSC's GHG emissions impacts were not evaluated based on consistency with the CCAP. Similarly, emissions of the Proposed Project would not have been considered in the CCAP. To assess consistency with the CCAP, the Proposed Project would be required to comply with Mitigation Measure GHG-4.

Target Project-Level Efficiency Threshold

The work prepared for the CCAP includes levels of reduction from existing and new development and from residential and nonresidential development to achieve the adopted targets. Targets for projects completed by 2030 are separate from those completed between 2031 and 2050, consistent with the CCAP target years.

2030 TARGET EFFICIENCY THRESHOLDS

Nonresidential projects that do not use the CCAP Screening Tables (Ontario 2023) need to demonstrate that they will generate annual GHG emissions that do not exceed the following thresholds:

1. For residential development completed between 2020 and 2030, the project shall not produce GHG emissions greater than 5.85 $MTCO_2e$/dwelling unit.
2. For residential development completed after 2030, the project shall not produce GHG emissions greater than 1.53 $MTCO_2e$/dwelling unit.
3. For nonresidential developments of all types completed between 2020 and 2030, the project shall not produce GHG emissions greater than 8.84 $MTCO_2e$/2,500 square feet of conditioned space.
4. For nonresidential developments of all types completed after 2030, the project shall not produce GHG emissions greater than 3.61 $MTCO_2e$/2,500 square feet of conditioned space.

For projects that include both residential and nonresidential space, the residential and nonresidential components must be assessed separately against their respective applicable thresholds. The nonresidential thresholds assume that 2,500 square feet of conditioned space employs an average of 2.31 people by 2030 and 2.83 people by 2050 (Ontario 2022). For the purposes of the following analysis, emissions under the Proposed Project will be compared to the GHG efficiency metric for development projects completed before 2030, 8.84 $MTCO_2e$/2,500 square feet of conditioned space, for consistency with the Ontario CCAP in accordance with Mitigation Measure GHG-4.

Environmental Impacts

AIR QUALITY

The Air Quality section addresses the impacts of the proposed project on ambient air quality and the exposure of people, especially sensitive individuals, to unhealthy pollutant concentrations. The results of the air quality modeling can be found in Attachment A, *Air Quality and Greenhouse Gas Modeling*.

The primary air pollutants of concern for which the AAQS have been established are ozone (O_3), carbon monoxide (CO), coarse inhalable particulate matter (PM_{10}), fine inhalable particulate matter ($PM_{2.5}$), sulfur dioxide (SO_2), nitrogen dioxide (NO_2), and lead (Pb). Areas are classified under the federal and California Clean Air Act as either in attainment or nonattainment for each criteria pollutant based on whether the AAQS have been achieved. The SoCAB, which is managed by the South Coast AQMD, is designated nonattainment for O_3 and $PM_{2.5}$ under the California and National AAQS, nonattainment for PM_{10} under the California AAQS, and nonattainment for lead (Los Angeles County only) under the National AAQS (CARB 2025).

The South Coast AQMD has identified regional thresholds of significance for criteria pollutant emissions and criteria air pollutant precursors, including VOC, CO, nitrogen oxides (NO_X), SO_2, PM_{10}, and $PM_{2.5}$. Development projects below the regional significance thresholds are not expected to generate sufficient criteria pollutant emissions to violate any air quality standard or contribute substantially to an existing or projected air quality violation. Where available, the significance criteria established by the South Coast AQMD may be relied upon to make the following determinations. The following describes project-related regional, localized, and odor impacts from construction and operational activities from implementation of the Proposed Project compared to impacts identified in the Certified EIR.

SUMMARY OF IMPACTS IDENTIFIED IN THE CERTIFIED EIR

The following summarizes the approved project's environmental impacts related to air quality identified in the Certified EIR.

- Air Quality Management Plan Consistency. The Certified EIR determined that the ORSC would not result in resident or employment growth that outpaces the demographic growth forecasts underpinning the South Coast AQMD's 2022 Air Quality Management Plan. However, because the ORSC would result in exceedances of South Coast AQMD regional significance thresholds, it could contribute to existing or projected AAQS violations. Mitigation Measures AQ-1 and AQ-2 would help to reduce regional air quality emissions to the extent feasible, but operational emissions would continue to exceed the South Coast AQMD significance thresholds due to vehicle emissions associated with operation of the ORSC. Impacts associated with Air Quality Management Plan consistency were considered significant and unavoidable.

- Regional Air Quality Impacts. The Certified EIR determined that regional emissions from construction activities would exceed the South Coast AQMD regional significance thresholds for NO_X and VOC due to the quantity of off-road construction equipment anticipated to be operating concurrently during multiple construction years. Implementation of Mitigation Measure AQ-1, which requires the use of Tier 4 Final equipment for the entire off-road construction fleet and architectural coatings that contain no greater than 10 grams of VOC content per liter (g/L) of product, would reduce construction regional emissions impacts to less than significant.

  Operational emissions associated with the ORSC were found to exceed the South Coast AQMD regional significance thresholds for VOC, CO, and PM_{10} and cumulatively contribute to the nonattainment designations of the SoCAB. Implementation of Mitigation Measure AQ-2, requiring use of electric landscaping equipment; MMs GHG-1 through GHG-4; and MMs TRAF-1 and TRAF-2 would contribute to reducing operational air quality emissions associated with building energy consumption and mobile sources. However, regional operational emissions would continue to exceed the South Coast AQMD thresholds and therefore are considered significant and unavoidable.
- Localized Air Quality Impacts. The Certified EIR determined that construction and operational emissions would not exceed South Coast AQMD's localized significance thresholds (LST). The EIR also concluded that CO hotspot impacts were less than significant. Construction of the ORSC would exceed the South Coast AQMD health risk threshold of 10 cancer cases per one million people for the residential and daycare maximum exposed receptors (MER) without mitigation; however, implementation of Mitigation Measure AQ-1 requiring Tier 4 Final equipment would reduce construction health risk impacts to less than significant.

- Odors. The Certified EIR determined that construction and operation of the land uses allowed under the approved project would generate no significant odor impacts. Implementation of South Coast AQMD Rule 402 would ensure long-term objectionable odors are minimized.

IMPACTS ASSOCIATED WITH THE PROPOSED PROJECT

Where available, the significance criteria established by the applicable air quality management district 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?

The Certified EIR determined that the Approved Project would not induce population growth in the City. However, because long-term emissions generated by the ORSC would exceed the South Coast AQMD regional significance thresholds, including after implementation of mitigation measures, impacts with respect to AQMP consistency were considered significant and unavoidable.

The Proposed Project would result in a net decrease of building space across the associated PAs. Though the amount of hotel space in PA 2 would increase by approximately 170,000 square feet, like all other uses under the Approved Project, the proposed hotel development would serve the existing demands for this use in the City and region. Since the Proposed Project would result in an overall decrease in building space when compared to the Approved Project, the Proposed Project is not anticipated to result in a significant increase in jobs beyond what was analyzed in the Certified EIR. Therefore, the Proposed Project would not substantially affect housing, employment, or population projections within the region.

Additionally, as demonstrated in Impact b), when compared to the Approved Project, the Proposed Project would not result in new operational emissions impacts or substantially increase the severity of regional operational emissions impacts with respect to cumulatively contributing to the nonattainment designations of the SoCAB. Therefore, though the Proposed Project would continue to have significant and unavoidable impacts with respect to consistency with the 2022 AQMP, the Proposed Project would not result in a new impact or a substantial increase in the severity of impacts when compared to the Certified EIR.

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?

The following describes project-related impacts from short-term construction activities and long-term operation of the Proposed Project compared to the Approved Project.

Regional Short-Term Construction Impacts

With incorporation of Mitigation Measures AQ-1, the Certified EIR determined that impacts to regional air quality during construction activities under the Approved Project were less than significant.

Typical construction activities would result in the generation of air pollutants. These emissions would primarily be (1) exhaust from off-road diesel-powered construction equipment; (2) dust generated by construction activities; (3) exhaust from on-road vehicles; and (4) off-gassing of VOCs from paints and asphalt. Similar to the Approved Project, construction activities under the Proposed Project would also produce combustion emissions from various sources, such as on-site heavy-duty construction vehicles, vehicles hauling materials to and from the site, and motor vehicles transporting the construction crew.

The Proposed Project would result in an overall decrease in building square footage across PAs 2 through 4. While the total acreage of disturbance within the PAs would remain similar between the Approved Project and Proposed Project, emissions sources commensurate to the level of building space constructed would decrease. For example, total pieces of construction equipment and the number of workers traveling to the site may decrease as a result of the reduction in building space, as would the amount of architectural coatings used for the buildings. Additionally, the Proposed Project would, like the Approved Project, comply with Mitigation Measure AQ-1, which would ensure that construction activities associated with the Proposed Project utilize construction equipment that meets Tier 4 Final emissions standards and architectural coatings with a VOC content of less than 10 grams per liter.

Overall, the Proposed Project's decrease in building space would result in less maximum daily air pollutant emissions compared to what was analyzed in the Certified EIR. Consequently, the Proposed Project would not result in a new regional construction emissions impact or a substantial increase in the severity of regional construction emissions impacts when compared to the Certified EIR.

Long-Term Operation-Related Air Quality Impacts

The Certified EIR concluded that operation-related emissions during the "worst case Saturday with events" scenario would exceed South Coast AQMD's significance thresholds for VOC, CO, and PM_{10}, and impacts would be significant and unavoidable even with implementation of Mitigation Measure AQ-2.

Long-term air pollutant emissions associated with development of the uses under the Proposed Project typically include area sources (e.g., landscape fuel use, aerosols, architectural coatings, and asphalt pavement), energy use (natural gas), and mobile sources (i.e., on-road vehicles). When compared to the Approved Project, the Proposed Project would result in less overall building square footage. The primary source of operational emissions under the Proposed Project are mobile emissions associated with vehicle trips under the Proposed Project.

As shown in Table 6, *Maximum Daily Regional Operational Phase Emissions*, air pollutant emissions generated from operation-related activities would not exceed the South Coast AQMD regional significance threshold values, nor would the Proposed Project substantially exceed those of the Approved Project. Like the Approved Project, the Proposed Project would be required to implement Mitigation Measure AQ-2, requiring all landscaping equipment to be all-electric.

Table 6 Maximum Daily Regional Operational Phase Emissions

Source	Maximum Daily Emissions (lbs/day)[1]					
	VOC	NO_X	CO	SO_2	PM_{10}	$PM_{2.5}$
Approved Project						
PAs 2 through 4[2]	35	16	255	1	55	14
Total ORSC Emissions[3]	110	46	738	2	156	40
South Coast AQMD Regional Threshold	**55**	**55**	**550**	**150**	**150**	**55**
Significant?	**Yes**	No	**Yes**	No	**Yes**	No
Proposed Project[4]						
Mobile	28	15	257	1	56	14
Area	6	<1	<1	<1	<1	<1
Energy	<1	2	1	<1	<1	<1
Total Maximum Daily Emissions	**34**	**17**	**258**	**1**	**56**	**14**
South Coast AQMD Regional Threshold	**55**	**55**	**550**	**150**	**150**	**55**
Exceeds Regional Threshold?	No	No	No	No	No	No
Net Change (Proposed Project minus Approved Project, PAs 2 through 4)	**-1**	**1**	**4**	**<1**	**1**	**<1**
With Project Increase (Net Change plus Approved Project, Total ORSC)	**109**	**47**	**742**	**2**	**157**	**40**
South Coast AQMD Regional Threshold	55	55	550	150	150	55
Exceeds Regional Threshold?	Yes	No	Yes	No	Yes	No
New Impact?	No	No	No	No	No	No

Source: CalEEMod Version 2022.1. Highest winter or summer emissions are reported. South Coast AQMD 2023.
Notes: lbs = pounds

[1] Both the Approved and Proposed Project modeling incorporate Mitigation Measure AQ-2 requiring all-electric landscaping equipment.

[2] Emissions under the Approved Project are based on the inputs used for the modeling of PAs 2 through 4 of the ORSC in the Certified EIR. Trip generation for the Approved Project is based on the maximum trip generation scenario calculated by the City of Ontario in 2025 (see Attachment B, *Approved and Proposed Project Trip Generation*).

[3] Operational emissions for all PAs under the ORSC, under the "Worst-Case Saturday" scenario as shown in Table 5.3-18 of the Certified EIR.

[4] Proposed Project emissions for PA 2 incorporate the project-specific land use information for the proposed Aloft & Residence Inn. Land use inputs for PAs 3 and 4 are based on building square footages noted for the Proposed Project in PAs 3 and 4 in Table 1 and the landscaping and parking square footages assumed for the ORSC in PAs 3 and 4. Mobile emissions are based on the maximum trip generation scenario calculated by the City of Ontario in 2025 (see Attachment B). CalEEMod defaults were used for all other emissions sources unless otherwise noted in Attachment A.

As shown in Table 6, the majority of emissions under the Proposed Project are mobile source emissions. The Proposed Project would comply with Mitigation Measures TRAF-1 and TRAF-2 to reduce VMT associated with the Proposed Project to the extent possible. Like the Approved Project, no additional mitigation measures are available to reduce impacts associated with VMT. In addition, emissions from building energy use would be minimized because the new buildings would comply with the latest energy standards in addition to Mitigation Measures GHG-1 and GHG-2. The Proposed Project would not result in a substantial increase in operation-phase emissions compared to what was analyzed in the Certified EIR. While impacts would remain significant and unavoidable, the Proposed Project does not identify or require adoption of any further mitigation measures beyond those in the Certified EIR. The Proposed Project compared to the Approved Project would not result in any new regional operational emissions impacts or substantially increase the severity of regional operational emissions impacts with respect to cumulatively contributing to the nonattainment designations of the SoCAB.

c) Expose sensitive receptors to substantial pollutant concentrations?

The proposed project could expose sensitive receptors to elevated pollutant concentrations if it causes or significantly contributes to elevated pollutant concentration levels. Unlike regional emissions, localized emissions are typically evaluated in terms of air concentration rather than mass so they can be more readily correlated to potential health effects.

Construction Phase

LOCALIZED SIGNIFICANCE THRESHOLDS

The Certified EIR concluded that localized on-site construction-related emissions would not exceed South Coast AQMD's local significance thresholds and impacts would be less than significant.

LSTs are based on the California AAQS, which are the most stringent AAQS to provide a margin of safety in the protection of public health and welfare. They are designated to protect sensitive receptors most susceptible to further respiratory distress, such as asthmatics, the elderly, very young children, people already weakened by other disease or illness, and people engaged in strenuous work or exercise. Screening-level LSTs are the amount of project-related emissions at which localized concentrations (ppm or $\mu g/m^3$) could exceed the AAQS for criteria air pollutants for which the SoCAB is designated nonattainment. They are based on the size of the area disturbed, distance to the nearest sensitive receptor, and SRA.

Due to the decrease in building square footage, the Proposed Project would result in less overall construction activity compared the Approved Project, and maximum daily emissions would be less under the Proposed Project. To evaluate localized air quality impacts from construction, the Approved Project utilized the LSTs that accounted for the maximum project size available (a project size of 5 acres) and the most conservative receptor distance (25 meters). Since the Proposed Project would also involve activities on a site larger than 5 acres within a 25 meter distance of sensitive receptors, it would be subject to the same LSTs as the Approved Project. Therefore, due to the relative reduction in construction activities under the Proposed Project from the overall reduction in proposed building square footage, project emissions would not exceed the applicable LSTs, and impacts would remain less than significant. The Proposed Project would not result in a new localized construction emissions impact or a substantial increase in the severity of localized construction emissions impacts when compared to the Certified EIR.

CONSTRUCTION HEALTH RISK

The Certified EIR found that the Approved Project would exceed the South Coast AQMD health risk threshold of 10 cancer cases per one million people for the maximally exposed residential and daycare receptors. Implementation of Mitigation Measure AQ-1 requiring the use of equipment that meets Tier 4 Final emissions standards would reduce cancer risk to below the threshold for these receptors.

As noted, the Proposed Project would not increase the scale of construction activity at PAs 2 through 4 but would decrease the total amount of building space constructed. Implementation of Mitigation Measure AQ-1 would continue to be incorporated under the Proposed Project, ensuring that health risk impacts from construction activities remain less than significant, but the Proposed Project would not increase the health risks for nearby receptors. Therefore, project-related construction activities would not expose sensitive receptors to substantial TAC concentrations with implementation of Mitigation Measure AQ-1. As such, Proposed Project would not result in a new construction health risk impact or substantial increase in the severity of construction health risk impacts when compared to the Certified EIR.

Operational Phase

The Certified EIR determined impacts to be less than significant in regard to operational localized emissions, CO hotspot analysis, and potential for long-term health risk impacts.

OPERATION-PHASE LOCALIZED SIGNIFICANCE THRESHOLDS

Operation of the Proposed Project would not generate substantial quantities of emissions from on-site stationary sources. Land uses that have the potential to generate substantial stationary sources of emissions that would require a permit from South Coast AQMD include industrial land uses, such as chemical processing and warehousing operations where substantial truck idling could occur on-site. Uses under the Proposed Project would be limited to commercial, retail, and hospitality, which would not involve the stationary source emissions common for industrial land uses.

As shown in Table 7, *Proposed Project Localized On-Site Operational Emissions*, on-site emissions sources from the Proposed Project would not exceed the operational LSTs used for the Approved Project, which continue to be applicable to the Proposed Project. The Proposed Project would also not result in a substantial increase in on-site emissions when compared to the Approved Project. Therefore, on-site emissions generated from operation of the Proposed Project would not expose off-site sensitive receptors to substantial pollutant concentrations and TACs. Overall, the Proposed Project would not result in a new localized operational emissions impact or substantial increase in the severity of localized operational emissions impacts when compared to the Certified EIR.

Table 7 Proposed Project Localized On-Site Operational Emissions

Source	On-Site Pollutants (lbs/day)			
	NO_X	CO	PM_{10}	$PM_{2.5}$
Approved Project				
PAs 2 through 4	0.85	1	<1	<1
Total ORSC Emissions[1]	4	57	<1	<1
Proposed Project				
Area Sources	<1	<1	<1	<1
Energy Sources	2	1	<1	<1
Total	**2**	**1**	**<1**	**<1**
South Coast AQMD Screening-Level LST[2]	**270**	**2,193**	**4**	**2**
Exceeds Screening-Level LST?	**No**	**No**	**No**	**No**
Net Change (Proposed Project minus Approved Project, PAs 2 through 4)	**1**	**1**	**<1**	**<1**
With Project Increase (Net Change plus Approved Project, Total ORSC)	**5**	**58**	**<1**	**<1**
South Coast AQMD Screening-Level LST[2]	**270**	**2,193**	**4**	**2**
Exceeds Screening-Level LST?	**No**	**No**	**No**	**No**

Sources: CalEEMod Version 2022.1; South Coast AQMD 2009.

Notes: In accordance with South Coast AQMD methodology, only on-site stationary sources and mobile equipment on the ORSC site are included in the analysis. Modeling assumptions in this table for the Approved and Proposed Projects reflect those described in Table 6.

[1] On-site operational emissions for all PAs under the ORSC, as shown in Table 5.3-16 of the Certified EIR.

[2] Operational LSTs are based on a 5-acre site and sensitive receptors within 82 meters (25 feet) in SRA 33, consistent with the Certified EIR.

CO HOTSPOTS

Areas of vehicle congestion have the potential to create pockets of CO called hot spots. These pockets have the potential to exceed the state one-hour standard of 20 parts per million (ppm) or the eight-hour standard of 9.0 ppm. Because CO is produced in greatest quantities from vehicle combustion and does not readily disperse into the atmosphere, adherence to AAQS is typically demonstrated through an analysis of localized CO concentrations, typically produced at intersections where vehicles queue for longer periods and are subject to reduced speeds.

The Certified EIR demonstrated that the Approved Project would not generate CO hot spots, and nearby sensitive receptors would not be affected by project-related local air quality impacts. The SoCAB has been designated as attainment under both the national and California AAQS for CO. Under existing and future vehicle emission rates, a project would have to increase traffic volumes at a single intersection to more than 44,000 vehicles per hour—or 24,000 vehicles per hour where vertical and/or horizontal mixing is substantially limited—to generate a significant CO impact (Bay Area Air District 2023). As mentioned previously, the South Coast AQMD does not currently have adopted CO hotspot screening guidance, so guidance from the Bay Area Air District was utilized to determine whether the Proposed Project could result in potentially significant impacts related to CO hotspot generation.

The Certified EIR noted that the Approved Project could generate up to 2,734 peak hour trips (midday peak hour) on a Saturday with concurrent events and a sold-out stadium event. As illustrated by the Proposed Project's vehicle trip generation estimates provided by the City and included in Attachment B (Ontario 2025), the Proposed Project would result in the net addition of 278 trips during the midday peak hour under the scenario accounting for use of the baseball stadium on Saturday with no field tournaments, the traffic scenario for which the ORSC as a whole would experience the highest peak hour vehicle trips. Therefore, the total peak hour trips for the ORSC under this scenario with the addition of the Proposed Project would be 3,012 trips. The annual average daily vehicle trip volumes surrounding the ORSC site include Chino Avenue (east of Grove Avenue) with 6,420 daily trips and Riverside Drive (east of Vineyard Avenue) with 19,978 daily trips (Ontario 2024). Assuming that all 3,012 peak hour trips generated by the Approved and Proposed Projects would be along Riverside Drive, and assuming that all 19,978 daily trips along Riverside Drive occur during the same peak hour, the combined 22,990 daily trips would not exceed BAAQMD's recommended screening criteria of greater than 44,000 vehicles per hour or 24,000 vehicles per hour where vertical and/or horizontal mixing is substantially limited.

Impacts with respect to localized CO hotspots would continue to less than significant under the Proposed Project, and the Proposed Project would not result in a new CO hotspot impact or substantial increase in the severity of CO hotspot impacts when compared to the Certified EIR.

d) Create objectionable odors affecting a substantial number of people?

The threshold for odor is if a project creates an odor nuisance pursuant to South Coast AQMD Rule 402, *Nuisance*, which states:

> A person shall not discharge from any source whatsoever such quantities of air contaminants or other material which cause injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public, or which endanger the comfort, repose, health or safety of any such persons or the public, or which cause, or have a natural tendency to cause, injury or damage to business or property. The provisions of this rule shall not apply to odors emanating from agricultural operations necessary for the growing of crops or the raising of fowl or animals.

The type of facilities that are considered to have objectionable odors include wastewater treatments plants, compost facilities, landfills, solid waste transfer stations, fiberglass manufacturing facilities, paint/coating operations (e.g., auto body shops), dairy farms, petroleum refineries, asphalt batch plants, chemical manufacturing, and food manufacturing facilities. The Certified EIR identified that odors generated by the ORSC would not affect a substantial number of people, and impacts would be less than significant.

The Proposed Project consists of uses already anticipated under the Approved Project, which include retail, commercial and hospitality uses. As a result, operation of the Proposed Project would not fall within the types of land uses with objectionable odors. Emissions from construction equipment, such as diesel exhaust, and from volatile organic compounds associated with architectural coatings and paving activities, may generate odors. However, these odors would be temporary and intermittent and are not expected to affect a substantial number of people. Similar to the Approved Project, land uses accommodated under the Proposed Project would be subject to South Coast AQMD Rule 402, which would contribute to minimizing odor-related nuisances. The Proposed Project would not introduce or require any new construction processes that would generate substantial odors compared with what was previously considered in the Certified EIR.

Therefore, the Proposed Project would not result in a new odor impact or substantial increase in the severity of odor impacts when compared to the Certified EIR.

Adopted Mitigation Measures Applicable to the Proposed Project

The following applicable mitigation measures were taken directly from the Certified EIR and would be incorporated as part of the Proposed Project. Any modifications to these mitigation measures are shown in ~~strikethrough~~ for deleted text and <u>underline</u> for new, inserted text.

AQ-1 The City of Ontario shall require the construction contractor to incorporate the following to reduce air pollutant emissions during construction activities:

- Use construction equipment rated by the United States Environmental Protection Agency as having Tier 4 (model year 2008 or newer) Final or stricter emission limits for all off-road construction equipment. If Tier 4 Final equipment is not available, the applicant shall provide documentation (e.g., rental inventory requests), to the City's satisfaction, or otherwise demonstrate its unavailability to the City of Ontario prior to the issuance of any construction permits.
- During construction, the construction contractor shall maintain a list of all operating equipment in use on the construction site for verification by the City of Ontario. The construction equipment list shall state the makes, models, Equipment Identification Numbers, Engine Family Numbers, and number of construction equipment on-site.
- Use paints with a VOC content that meets the South Coast Air Quality Management District Super Compliant architectural coatings standard of 10 grams per liter (g/L) or less (i.e.,) for coating architectural surfaces.
- These identified measures shall be incorporated into all appropriate construction documents (e.g., construction management plans) submitted to and verified by the City.

AQ-2 All landscaping equipment (e.g., leaf blower) used for property management shall be electric powered only. The property manager/facility owner shall provide documentation (e.g., purchase, rental, and/or services agreement) to the City of Ontario Planning Department to verify to the City's satisfaction that all landscaping equipment utilized will be electric powered.

GREENHOUSE GAS EMISSIONS

Scientists have concluded that human activities are contributing to global climate change by adding large amounts of heat-trapping gases, known as GHGs, into the atmosphere. The primary source of these GHGs is fossil fuel use. The Intergovernmental Panel on Climate Change (IPCC) has identified four major GHGs—water vapor, carbon dioxide (CO_2), methane (CH_4), and ozone (O_3)—that are the likely cause of an increase in global average temperatures observed within the twentieth and twenty-first centuries. Other GHGs identified by the IPCC that contribute to global warming to a lesser extent include nitrous oxide (N_2O), sulfur hexafluoride (SF_6), hydrofluorocarbons, perfluorocarbons, and chlorofluorocarbons.[5]

Global climate change is not confined to a particular project area and is generally accepted as the consequence of global industrialization over the last 200 years. A typical project, even a very large one, does not generate enough greenhouse gas emissions on its own to influence global climate change significantly; hence, the issue of global climate change is, by definition, a cumulative environmental impact.

[5] Water vapor (H_2O) is the strongest GHG and the most variable in its phases (vapor, cloud droplets, ice crystals). However, water vapor is not considered a pollutant, but part of the feedback loop rather than a primary cause of change.

Information on manufacture of cement, steel, and other "life cycle" emissions that would occur as a result of the proposed project are not applicable and are not included in the analysis.[6] Black carbon emissions are not included in the GHG analysis because CARB does not include this short-lived climate pollutant in the state's SB 32 and AB 1279 inventory but treats it separately.[7]

SUMMARY OF IMPACTS IDENTIFIED IN THE CERTIFIED EIR

The following summarizes the approved project's environmental impacts related to greenhouse gases identified in the Certified EIR.

» **GHG Emissions.** The Certified EIR determined that the ORSC's contribution of 21,777 $MTCO_2e$ would result in a net increase of GHG emissions at the project site, resulting in significant impacts. While implementation of Mitigation Measures GHG-1 and GHG-2 would require all-electric building design and the installation of renewable energy generation systems on-site, impacts were considered significant and unavoidable due to the extent of emissions reductions being unknown.

» **Applicable Plan, Policy or Regulation for Reducing GHGs.** The Certified EIR analyzed the ORSC's consistency with the 2022 CARB Scoping Plan, SCAG's Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS), and the Ontario CCAP. The EIR determined that the Approved Project would be inconsistent with all three Scoping Plan priority areas; however, implementation of GHG-1 and GHG-3 requiring all-electric building design and adherence to the strictest applicable CALGreen electric vehicle charging standards would ensure the ORSC's compliance with these respective priority areas. TRAF-1 would contribute to reducing VMT under the ORSC but since the Approved Project would continue to exceed the City's VMT threshold, impacts associated with Scoping Plan consistency remained significant and unavoidable.

  Additionally, Mitigation Measure GHG-4 would require development under the ORSC to incorporate energy efficiency measures and other emission-reducing design features from the City's CCAP, ensuring that development of the Approved Project is consistent with the City's CCAP. Impacts associated with project consistency with the CCAP and SCAG RTP/SCS were considered less than significant.

IMPACTS ASSOCIATED 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?

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[6] Life cycle emissions include indirect emissions associated with materials manufacture. However, these indirect emissions involve numerous parties, each of which is responsible for GHG emissions of their particular activity. The California Resources Agency, in adopting the CEQA Guidelines Amendments on GHG emissions found that lifecycle analyses were not warranted for project-specific CEQA analysis in most situations, for a variety of reasons, including lack of control over some sources, and the possibility of double-counting emissions (CNRA 2018). Because the amount of materials consumed during the operation or construction of the proposed project is not known, the origin of the raw materials purchased is not known, and manufacturing information for those raw materials are also not known, calculation of life cycle emissions would be speculative. A life-cycle analysis is not warranted (LCI 2008).

[7] Particulate matter emissions, which include black carbon, are analyzed in the Air Quality section. Black carbon emissions have sharply declined due to efforts to reduce on-road and off-road vehicle emissions, especially diesel particulate matter. The State's existing air quality policies will virtually eliminate black carbon emissions from on-road diesel engines within 10 years (CARB 2017).

Construction Emissions

Because the Proposed Project would involve a decrease in the overall building square footage across PA 2 through PA 4, equipment use during construction of the Proposed Project would be similar to or less than what was identified for PA 2 through PA 4 of the Approved Project, which would result in similar if not fewer construction GHG emissions generated for the Proposed Project when compared to the Approved Project. The Certified EIR noted that the South Coast AQMD does not have an adopted threshold for construction GHG emissions. Therefore, determination of significance for GHG emissions impacts in the Certified EIR was limited to those under operation of the Approved Project. The South Coast AQMD recommends that average annual construction emissions be amortized over 30 years and added to operational emissions to account for temporary GHG emissions from construction phases (South Coast AQMD 2009). However, because construction equipment use and subsequent construction GHG emissions would be similar or decrease under the Proposed Project, construction emissions from the Proposed Project would not contribute to a net increase in total ORSC construction GHG emissions, and the evaluation of GHG emissions under the Proposed Project is therefore limited to operational emissions.

Operation Emissions

The Certified EIR assessed the emissions of the Approved Project against a zero net increase threshold, consistent with the State's carbon neutrality goals under AB 1279. Under this threshold, the Proposed Project in combination with the Approved Project would have a significant impact with respect to GHG emissions if its total emissions would exceed the no net increase threshold utilized in the Certified EIR. Proposed Project operation-phase GHG emissions compared to the Approved Project are shown in Table 8, *Project-Related Operation GHG Emissions*. As shown below, implementation of the Proposed Project would result in an increase in GHG emissions compared to what was analyzed in the Certified EIR primarily due to mobile source emissions (e.g., privately owned vehicles from visitors and employees traveling to the project site) which are not under the control of the City or project applicant. However, as shown in Table 8, the increase in operational GHG emissions resulting from the Proposed Project would constitute an increase of an estimated 468 MT CO_2e per year, or an increase in total ORSC emissions by approximately 2.1 percent. Therefore, the significant GHG effect identified in the Certified EIR would not be substantially more severe with implementation of the Proposed Project. The Proposed Project's compliance with the Ontario CCAP efficiency threshold, as shown in Table 8, is discussed in Impact b).

Table 8 Project-Related Operation GHG Emissions

Source	Project GHG Emissions ($MTCO_2e$/Year)
Approved Project	
PAs 2 thru 4 Emissions	9,265
Total ORSC Emissions[1]	21,777
Proposed Project	
Mobile	8,347
Area	0
Energy	1,217
Water	36
Solid Waste	87
Refrigerants	46
Total Project Emissions	**9,732**

Table 8 Project-Related Operation GHG Emissions

Source	Project GHG Emissions ($MTCO_2e$/Year)
Net Change (Proposed Project minus Approved Project, PAs 2 through 4)	**468**
With Project Increase (Net Change plus Approved Project, Total ORSC)	**22,245**
Significant Increase?	**No**
Ontario CCAP Efficiency Threshold ($MTCO_2e$/2,500 square feet of conditioned building space)[2]	**8.84**
Proposed Project GHG Efficiency Threshold ($MTCO_2e$)[3]	**100.5**
Exceeds GHG Efficiency Threshold?	Yes

Source: CalEEMod, Version 2022.1. Totals may not equal the sum of the values as shown due to rounding.
Notes: $MTCO_2e$ = metric ton of carbon dioxide equivalence. Modeling assumptions in this table for the Approved and Proposed Projects reflect those described in Table 6.
[1] Total emissions for all PAs of the ORSC as shown in Table 5.8-5 of the Certified EIR.
[2] Ontario CCAP efficiency threshold for non-residential buildings operational before 2030.
[3] Based on the total 242,144 square feet of proposed building space across PAs 2 through 4 shown in Table 1.

As shown in Table 8, the Proposed Project would result in a slight increase in GHG emissions when compared to the Approved Project, primarily due to the slight increase in vehicle trip generation and hotel building space energy needs, and impacts would remain significant and unavoidable. Nonetheless, operational GHG emissions would be reduced through compliance with Mitigation Measures GHG-1 through GHG-4 in addition to AQ-2, TRAF-1, and TRAF-2. Mitigation Measures GHG-1 and GHG-2 require all-electric building design and on-site renewable energy systems and were incorporated under the Approved Project to address GHG emissions reductions. As discussed below, Mitigation Measures GHG-3 and GHG-4 were incorporated to reduce impacts associated with consistency with the CARB 2022 Scoping Plan and the Ontario CCAP.

In addition to the requirements specific to projects in the ORSC, State emissions reductions requirements would also reduce emissions throughout the lifetime of the Proposed Project. For example, the State's electricity grid is transitioning to renewable energy under California's Renewables Portfolio Standard (RPS) Program requirements, which is expanded by regulations such as SB 100. SB 100 established a landmark policy requiring renewable energy and zero-carbon resources supply 100 percent of electric retail sales by 2045. The statewide RPS goal is not directly applicable to individual development projects but to utilities and energy providers such as Southern California Edison (SCE), which is the utility that would provide all of electricity needs for the Proposed Project. SCE's compliance with the RPS goals would support the State in meeting its objective in transitioning to renewable energy. These features and progress toward achieving RPS goals would help to reduce operational GHG emissions.

Due to these reasons, the Proposed Project compared to the Approved Project would not result in a new GHG emissions impact or substantial increase in the severity of GHG emissions impacts when compared to the Certified EIR.

b) Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases

The Certified EIR determined that the Approved Project would conflict with the priority areas of the CARB 2022 Scoping Plan, resulting in significant and unavoidable impacts after the incorporation of mitigation. Upon implementation of Mitigation Measure GHG-4, the Approved Project would be consistent with the Ontario CCAP. The following evaluates consistency of the Proposed Project to the CARB's 2022 Scoping Plan, SCAG's Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS), and the Ontario CCAP.

CARB Scoping Plan

The adopted 2022 CARB Scoping Plan is applicable to state agencies but is not directly applicable to cities/counties and individual projects (i.e., the Scoping Plan does not require the City to adopt policies, programs, or regulations to reduce GHG emissions). However, new regulations adopted by the State agencies outlined in the Scoping Plan result in GHG emissions reductions at the local level. As a result, local jurisdictions benefit from reductions in transportation emissions rates, increases in water efficiency in the building and landscape codes, and other statewide actions that affect a local jurisdiction's emissions inventory from the top down. Statewide strategies to reduce GHG emissions include the low-carbon fuel standard and changes in the corporate average fuel economy standards (e.g., Pavley I and Pavley California Advanced Clean Cars program). Like the Approved Project, the Proposed Project would adhere to the programs and regulations identified by the Scoping Plan and implemented by State, regional, and local agencies to achieve the statewide GHG reduction goals of SB 32 and AB 1279. For example, new buildings under the Proposed Project would meet the current CALGreen and Building Energy Efficiency standards at the time they are constructed. Table 8 demonstrates that the Proposed Project would result in a minor increase in GHG emissions when compared to the Approved Project; however, the Proposed Project would incorporate Certified EIR Mitigation Measures GHG-1, GHG-2, and GHG-3, and would therefore be consistent with the Scoping Plan objectives to demonstrate consistency with the State's long-term carbon neutrality goals.

Though statewide efforts could provide downstream reductions at the local level, the 2022 Scoping Plan identifies three priority areas for local actions that would support and amplify the overall state efforts to reduce GHG emissions and achieve the long-term climate goals: 1) transportation electrification, 2) VMT reduction, and 3) building decarbonization. The Certified EIR incorporated Mitigation Measures GHG-1 and GHG-3 to ensure that projects under the ORSC would incorporate all-electric building design and EV charging infrastructure with the voluntary CALGreen Tier 2 standards, consistent with the first and third 2022 Scoping Plan priority areas. Because the Approved Project exceeded the City's VMT thresholds after incorporation of all feasible mitigation measures, the Certified EIR determined that the Approved Project would not be consistent with the second Scoping Plan priority area for VMT reduction. Compliance with Mitigation Measures GHG-1 and GHG-3 would ensure that the Proposed Project is also consistent with the transportation electrification and building decarbonization priority areas. While the Proposed Project would also comply with Mitigation Measures TRAF-1 and TRAF-2 to reduce VMT impacts and would result in similar VMT when compared to the Approved Project, impacts would continue to remain significant and unavoidable with respect to compliance with the VMT reduction priority area. The Proposed Project would not result in a new impact or a substantial increase in the severity of impacts when compared to the Certified EIR.

SCAG's Regional Transportation Plan/Sustainable Communities Strategy

SCAG adopted the 2024-2050 RTP/SCS, Connect SoCal, in September 2024. Connect SoCal finds that land use strategies that focus on new housing and job growth in areas rich with destinations and mobility options would be consistent with a land use development pattern that supports and complements the proposed transportation network. The overarching strategy in Connect SoCal is to plan for the southern California region to grow in more compact communities in transit priority areas and priority growth areas; provide neighborhoods with efficient and

plentiful public transit; establish abundant and safe opportunities to walk, bike, and pursue other forms of active transportation; and preserve more of the region's remaining natural lands and farmlands (SCAG 2024). Connect SoCal's transportation projects help more efficiently distribute population, housing, and employment growth, and forecast development is generally consistent with regional-level general plan data to promote active transportation and reduce GHG emissions. The projected regional development, when integrated with the proposed regional transportation network in Connect SoCal, would reduce per-capita GHG emissions related to vehicular travel and achieve the GHG reduction per capita targets for the SCAG region.

Connect SoCal does not require that local general plans, proposed projects, or zoning be consistent with the SCS, but provides incentives for consistency to governments and developers. The Certified EIR concluded that because the Approved Project would not result in population growth and would incorporate VMT reduction strategies, the Approved Project would be consistent with Connect SoCal and impacts would be less than significant. The Proposed Project would implement Mitigation Measures TRAF-1 and TRAF-2 and would result in similar impacts with respect to population growth. The Proposed Project would not result in a new impact or substantial increase in the severity of impacts when compared to the Certified EIR.

Ontario Community Climate Action Plan

To ensure new development projects are consistent with the Ontario CCAP, the CCAP includes implementation of a development review process to reduce GHG emissions associated with new development. The development review process sets procedures for evaluating GHG impacts and determining significance for CEQA purposes by using the "Greenhouse Reduction Measures Screening Thresholds Tables" to mitigate project GHG emissions that exceed the threshold level. The screening tables provide a menu of options that both ensure implementation of the reduction strategies and flexibility for projects to reduce GHG emissions to levels that align with the City's reduction goals. The Certified EIR analyzed the Approved Project's consistency with the applicable strategies of the CCAP in Table 5.8-7, *Ontario Regional Sports Complect Consistency with CCAP Strategies*, of the Certified EIR. While the Approved Project was found to be consistent with the strategies in the CCAP, Mitigation Measure GHG-4 was incorporated to ensure that individual development projects in the ORSC would adhere to the measures in the CCAP. This mitigation measure requires projects in PAs 2 through 4 to either achieve a 100-point score under the CCAP's GHG performance standards (Table 6, "Screening Table for Implementing GHG Performance Standards for Commercial, Office, Medical, Hotel, Industrial, and Retail Development, 2030," of the CCAP) or demonstrate that annual emissions would not exceed the applicable GHG efficiency threshold.

For purposes of showing consistency with the Ontario CCAP and demonstrating compliance with Mitigation Measure GHG-4, a comparison of the Proposed Project's emissions to the applicable efficiency threshold of the CCAP is shown in Table 8. The Proposed Project is anticipated to become operational before 2030; therefore, the 8.84 $MTCO_2e$ per 2,500 square feet of conditioned space efficiency metric was utilized to determine Proposed Project's consistency with the CCAP. As shown in Table 8, the Proposed Project's emissions would exceed the 8.84 $MTCO_2e$ per year efficiency metric of the CCAP for nonresidential development projects, with an estimated efficiency of 100.5 $MTCO_2e$ per year per 2,500 square feet of conditioned space, which is principally the result of the Proposed Project's mobile- and energy-source GHG emissions. Therefore, the Proposed Project will be required to achieve a 100-point score in the screening table of the CCAP (Table 6 of the CCAP) to show compliance with Mitigation Measure GHG-4.

Furthermore, like the Approved Project, the Proposed Project would be consistent with all relevant strategies in the Ontario CCAP. The Proposed Project would largely be subject to the same regulatory requirements as development in the rest of the ORSC, including requirements related to energy efficiency, transportation emissions reductions, off-road equipment emissions reductions, waste diversion, and water use efficiency. The Proposed Project would also be required to comply with all applicable mitigation measures under the Approved Project that align with the strategies in the CCAP, including Mitigation Measures GHG-1, GHG-2, GHG-3, TRAF-1, and TRAF-2. Thus, the

Proposed Project would not result in a new impact or substantial increase in the severity of impacts when compared to the Certified EIR with respect to consistency with the CCAP.

Adopted Mitigation Measures Applicable to the Proposed Project

The following applicable mitigation measures were taken directly from the Certified EIR and would be incorporated as part of the Proposed Project. Any modifications to these mitigation measures are shown in ~~strikethrough~~ for deleted text and <u>underline</u> for new, inserted text. Mitigation Measure GHG-4 reflects edits to specify the pathway of compliance outlined in the measure. Because the Proposed Project's GHG emissions would exceed the applicable CCAP GHG efficiency threshold, the Proposed Project would need a 100-point score on the CCAP's Table 6 screening table.

GHG-1 The City of Ontario shall require proposed buildings within the ORSC site to be all electric, with electricity to be the only permanent source of energy for all nonemergency building energy needs, including but not limited to water heating; mechanical equipment; and heating, ventilation, and air conditioning (HVAC) (i.e., space-heating and space cooling). All major appliances (e.g., dishwashers, refrigerators, and water heaters) provided/installed shall be electric-powered EnergyStar certified or an equivalent energy efficiency where applicable. The only exception to this measure shall be limited to commercial cooking uses. Prior to issuance of building permits for development projects, applicants shall provide plans that show the aforementioned requirements to the City of Ontario Planning Department. Prior to issuance of the certificate of occupancy, the City of Ontario Building Department shall verify installation of the electric-powered EnergyStar or equivalent appliances.

GHG-2 The City of Ontario shall require proposed buildings and parking areas within the ORSC site to include on-site renewable energy generation systems. Proposed buildings shall include photovoltaic (PV) and battery energy storage systems compliant with the Prescriptive Requirements of the California Building Standards Code, Part 6, California Energy Code. Proposed buildings may substitute alternative renewable energy generation technology (e.g., wind) for PV systems; however, that alternative generation technology system shall be sized to provide annual electricity equal to what would be provided by a PV system for that building compliant with the Prescriptive Requirements of the California Building Standards Code, Part 6, California Energy Code. Proposed parking areas shall include a PV system or alternative renewable energy generation system (e.g., wind) to help offset electricity demand generated by electric vehicle charging. Prior to issuance of building permits for development projects, applicants shall provide plans that show the aforementioned requirements to the City of Ontario Planning Department. Prior to issuance of the certificate of occupancy, the City of Ontario Building Department shall verify installation of the PV and battery energy storage systems or alternative renewable energy generation systems.

GHG-3 The City of Ontario shall require that the parking lots and parking structure install electric vehicle spaces in compliance with the voluntary Tier 2 standards under Section A5.106.5.3.2 of the Non-residential Voluntary Measures in the 2022 California Green Building Standards Code. All site plans submitted to the City of Ontario Planning Department shall illustrate compliance with Section A5.106.5.3.2.

GHG-4 The City of Ontario shall require applicants to design and construct buildings in Planning Areas 2, 3, and 4 to achieve a 100-point score in the 2022 Community Climate Action Plan (CCAP), Table 6, "Screening Table for Implementing GHG Performance Standards for Commercial, Office, Medical, Hotel, Industrial, and Retail Development, 2030." ~~Alternatively, the analysis of development projects can be done through emissions calculations to demonstrate equivalent reductions using CalEEMod or a similar tool. Projects that do not use the CCAP Screening Tables to demonstrate consistency with the~~

~~2022 CCAP must demonstrate that they will generate annual GHG emissions that do not exceed the following emission screening thresholds from the CCAP:~~

1. ~~For residential development completed between 2020 and 2030, the project shall not produce GHG emissions greater than 5.85 $MTCO_2e$/dwelling unit.~~

2. ~~For residential development completed after 2030, the project shall not produce GHG emissions greater than 1.53 $MTCO_2e$/dwelling unit.~~

3. ~~For nonresidential developments of all types completed between 2020 and 2030, the project shall not produce GHG emissions greater than 8.84 $MTCO_2e$/2,500 square feet of conditioned space.~~

4. ~~For nonresidential developments of all types completed after 2030, the project shall not produce GHG emissions greater than 3.61 $MTCO_2e$/2,500 square feet of conditioned space.~~

~~For projects that include both residential and nonresidential space, the residential and nonresidential components must be assessed separately against their respective applicable thresholds.~~

ENERGY

Based on CEQA Guidelines Appendix F, Energy Conservation, to ensure energy implications are considered in project decisions, CEQA identifies that EIRs include a discussion of the potential impacts of proposed projects, with particular emphasis on avoiding or reducing wasteful, unnecessary, or inefficient use of energy resources as applicable. To assist in analyzing whether the Approved Project's energy consumption was considered wasteful, inefficient, or unnecessary, the following energy conservation goals from Appendix F of the CEQA Guidelines were used:

- Decrease overall per capita energy consumption.
- Decrease reliance on fossil fuels such as coal, natural gas, and oil.
- Increase reliance on renewable energy sources.

SUMMARY OF IMPACTS IDENTIFIED IN THE CERTIFIED EIR

The following summarizes the approved project's environmental impacts related to energy identified in the Certified EIR.

- **Energy Consumption.** The Certified EIR determined that implementation of the Approved Project would not result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources. While operation of the ORSC would generate additional electricity and natural gas demand compared to existing conditions, development would be required to comply with the requirements of the Building Energy Efficiency Standards, CALGreen, Renewable Portfolio Standards, and Corporate Average Fuel Economy standards. Compliance with the applicable standards would increase building energy efficiency and vehicle fuel efficiency and reduce building energy demand and transportation-related fuel usage.
- **Energy Plan Consistency.** The Certified EIR analyzed the ORSC's consistency with the California Renewable Portfolio Standard Program and the Ontario CCAP. The EIR determined that the Approved Project would be consistent with these plans due to the project's compliance with regulatory requirements.

IMPACTS ASSOCIATED WITH THE PROPOSED PROJECT

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?

Construction Energy Use

The Proposed Project would result in less building square footage constructed than under the Approved Project. Energy consumption during construction activities under the Proposed Project would therefore be similar or less than that of the Approved Project. Electricity and fuel resources would be consumed temporarily during construction activities. For example, electric-powered construction equipment could include hand tools (e.g., power drills, table saws) and lighting. Natural gas or other types of fuel would be used for construction vehicles and equipment. Use of such equipment would be considered necessary for the construction of the proposed project, and all construction equipment would cease operating upon completion of project construction. Furthermore, to limit wasteful and unnecessary energy consumption, construction contractors would be required to minimize nonessential idling of construction equipment during construction, in accordance with Section 2449 of the California Code of Regulations, Title 13, Article 4.8, Chapter 9.

Overall, energy consumption during construction under the Proposed Project would be similar to that of the Approved Project; the Proposed Project would not result in a new construction energy impact or substantial increase in the severity of construction energy impacts when compared to the Certified EIR.

Operational Energy Use

Operation of the proposed project would generate new demand for electricity (e.g., appliances and cooling), natural gas (e.g., cooking and heating), and transportation energy.

BUILDING ENERGY: ELECTRICITY AND NATURAL GAS

The proposed increase in electricity and natural gas consumption from buildings under the Proposed Project is shown in Table 9, *Operation-Related Building Energy Consumption*.

Table 9 Operation-Related Building Energy Consumption

Land Use[1]	Electricity (kWh/year)	Natural Gas (kBTU/year)
Approved Project		
PAs 2 through 4	3,500,028	3,152,123
Total ORSC Emissions	17,338,246	12,359,271
Proposed Project		
PAs 2 through 4	**3,678,327**	**6,107,068**
Net Change (Proposed Project less Approved Project, PAs 2 through 4)	**178,299**	**2,954,945**
With Project Increase (Net Change + Approved Project, Total ORSC)	**17,516,545**	**15,314,216**
Percent Increase Under Proposed Project	**1%**	**24%**

Source: CalEEMod v. 2022.1.
Note: kWh = kilowatt-hour; kBTU = kilo-British Thermal Unit

Though the Proposed Project would generate additional energy demand at the site, it would be similar to the energy demand for PAs 2 through 4 of the Approved Project. Like the Approved Project, the Proposed Project would also be required to comply with the applicable Building Energy Efficiency Standards and CALGreen requirements. Compliance with the current Building Energy Efficiency Standards and CALGreen would be consistent with the goals outlined in Appendix F of the CEQA Guidelines, as the Proposed Project would promote the use of renewable energy and decrease reliance on fossil fuels to meet the energy demands of the Proposed Project. Additionally, the Proposed Project would be required to implement Mitigation Measures AQ-2, GHG-1, GHG-2, and GHG-3, which would decrease natural gas usage under the Proposed Project and promote on-site renewable energy generation.

In addition to the proposed building energy efficiency, Southern California Edison is required to comply with the state's renewable portfolios standard (RPS), which mandates utilities to procure a certain proportion of electricity from eligible renewable and carbon-free sources and increasing the proportion through the coming years, with an ultimate procurement requirement of 100 percent by 2045. The RPS requirements would support use of electricity by the proposed project that is generated from renewable or carbon-free sources. Overall, the proposed project would generally be consistent with the goals outlined in Appendix F of the CEQA Guidelines regarding increasing energy efficiency, decreasing reliance on fossil fuels, and increasing renewable energy sources. Because the Proposed Project would comply with these regulations, it would not result in wasteful, inefficient, or unnecessary energy demands.

Due to these reasons, the Proposed Project would not result in a new impact or substantial increase in the severity of impacts when compared to the Certified EIR with respect to wasteful, inefficient, or unnecessary building energy consumption.

TRANSPORTATION ENERGY

The Proposed Project would result in the consumption of transportation energy during operation from the use of motor vehicles associated with employees and visitors to the site, in addition to truck deliveries for the commercial uses. When compared to the Approved Project, the Proposed Project involves similar land uses and would generate similar types of trips to the project site. Additionally, the number of trips under the Proposed Project would be similar to those under the Approved Project, as shown in Table 10 and detailed in the trip generation estimates provided by the City in Attachment B. As shown in Table 10, *Average Daily Trip Generation Comparison for the Approved Project and Proposed Project*, the Proposed Project would result in an increase in trips during the scenarios modeled for events on Saturdays but would result in a decrease in trips during the weekday scenario.

Table 10 Average Daily Trip Generation Comparison for the Approved Project and Proposed Project

	Weekday with Stadium Event	Saturday with Tournament (No Baseball Stadium Event)	Saturday with Baseball Stadium Event (No Tournaments)
Approved Project	8,060	8,035	8,035
Proposed Project	7,638	8,149	8,149
Difference	-422 (-5.2%)	114 (1.4%)	114 (1.4%)

Source: City of Ontario 2025 (see Attachment B).

Additionally, compliance with Mitigation Measure GHG-3 would require the installation of electric vehicle charging above the mandatory amount, allowing for increased electric vehicle charging under the Proposed Project. Compliance with Mitigation Measures TRAF-1 and TRAF-2 would help to decrease VMT and associated vehicle fuel consumption associated with the Proposed Project.

Moreover, the general fuel efficiency of vehicles with each passing year would improve on average. The improvement in fuel efficiency would be attributable to the statewide fuel reduction strategies and regulatory compliances (e.g., CAFE standards), resulting in new cars that are more fuel efficient and the attrition of older, less fuel-efficient vehicles. The CAFE standards are not directly applicable to land use development projects, but to car manufacturers. Thus, neither the Proposed Project nor the City has direct control of the fuel efficiency of vehicles that are manufactured and available. However, compliance with the CAFE standards by car manufacturers would ensure that vehicles produced in future years have greater fuel efficiency and would generally result in an overall benefit of reducing fuel usage by providing the population of the project site's region more fuel-efficient vehicle options. In addition, because electricity generated in California is required to meet the increasing renewable energy mix requirements under the State's RPS, a greater and greater share of electricity consumed for transportation energy demand under the Proposed Project would be sourced from renewable energy sources rather than fossil fuels.

Overall, for these reasons, the Proposed Project would not result in a new impact or a substantial increase in the severity of impacts when compared to the Certified EIR with respect to inefficient, wasteful, or unnecessary transportation energy consumption.

b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?

The following evaluates consistency of the proposed project with California's Renewables Portfolio Standard program and the Ontario CCAP.

California Renewables Portfolio Standard Program

The state's electricity grid is transitioning to renewable energy under California's Renewable Energy Program. Renewable sources of electricity include wind, small hydropower, solar, geothermal, biomass, and biogas. Electricity production from renewable sources is generally considered carbon neutral. Executive Order S-14-08, signed in November 2008, expanded the state's renewable portfolios standard (RPS) to 33 percent renewable power by 2020. This standard was adopted by the legislature in 2011 (Senate Bill [SB] X1-2). SB 350 (de Leon) was signed into law September 2015 and establishes tiered increases to the RPS—40 percent by 2024, 45 percent by 2027, and 50 percent by 2030. SB 350 also set a new goal to double the energy-efficiency savings in electricity and natural gas through energy efficiency and conservation measures.

On September 10, 2018, Governor Brown signed SB 100, which supersedes the SB 350 requirements. Under SB 100, the RPS for public-owned facilities and retail sellers consist of 44 percent renewable energy by 2024, 50 percent by 2026, 52 percent by 2027, and 60 percent by 2030. The bill also established a state policy that eligible renewable energy resources and zero-carbon resources supply 100 percent of all retail sales of electricity to California end-use customers and 100 percent of electricity procured to serve all state agencies by December 31, 2045. Additionally, SB 1020 adds interim targets to the SB 100 framework to require renewable energy and zero-carbon resources to supply 90 percent of all retail electricity sales by 2035 and 95 percent of all retail electricity sales by 2040. Under SB 100 and SB 1020, the state cannot increase carbon emissions elsewhere in the western grid or allow resource shuffling to achieve the 100 percent carbon-free electricity target.

The statewide RPS goal is not directly applicable to individual development projects, but to utilities and energy providers such as SCE, which is the utility that would provide all of electricity needs for the Proposed Project. Compliance of SCE in meeting the RPS goals would ensure the state is meeting its objective in transitioning to renewable energy. In addition, the Proposed Project would be required to comply with the applicable Building Energy Efficiency Standards and implement the requirements under Mitigation Measures AQ-2 and GHG-1 through GHG-3, which would contribute to increasing energy efficiency and renewable energy use under the Proposed Project. Therefore, implementation of the Proposed Project would not conflict with or obstruct implementation of

California's RPS Program. The Proposed Project would not result in a new impact or a substantial increase in the severity of impacts when compared to the Certified EIR with respect to consistency with the State's RPS goals.

Ontario Community Climate Action Plan

As previously discussed, the City of Ontario adopted the CCAP to implement a plan to reduce GHG emissions to achieve SB 32 emission reduction targets by year 2030 and additional reductions beyond year 2030. While the CCAP's primary focus is reducing community-wide GHG emissions, a main strategy in the plan relates to improving energy efficiency, reducing fossil fuel energy consumption, and promoting renewable energy consumption in its place. The Certified EIR concluded that the Approved Project would generally be considered consistent with the City's CCAP and its energy efficiency and renewable energy strategies, as shown in Table 5.8-7 of the Certified EIR. Like the Approved Project, the Proposed Project would comply with these CCAP strategies and implement mitigation measures that further increase energy efficiency and renewable energy generation.

Similar to the Approved Project, the Proposed Project would be required to comply with the version of the California Building Standards Code, including the Building Energy Efficiency Standards in Part 6, that is in effect at the time that each proposed structure is designed. Currently, the 2022 Building Energy Efficiency Standards require that new structures of specified occupancy types either include rooftop solar systems or be designed in such a way they achieve the same energy efficiency as if solar were included. The Proposed Project would also receive the benefits of the ORSC's pedestrian and active transportation improvements throughout and adjacent to the ORSC site, such as sidewalks and bicycle lanes, that would reduce VMT and transportation fuel consumption. Moreover, the Proposed Project would comply with applicable water efficiency standards in CALGreen to reduce the amount of water and electricity consumed for treatment and transport during operation. These features support the Proposed Project's consistency with the Ontario CCAP strategies that are focused on energy efficiency and renewable energy. Therefore, the Proposed Project would be consistent with the Ontario CCAP, and impacts would remain less than significant. The Proposed Project would not result in a new impact or substantial increase in the severity of impacts when compared to the Certified EIR with respect to consistency with the CCAP.

Adopted Mitigation Measures Applicable to the Proposed Project

Energy impacts under the Approved Project were less than significant, therefore the Certified EIR did not incorporate any mitigation measures to reduce energy impacts. Certified EIR mitigation measures relevant to energy impacts are discussed in Impacts (a) and (b), above.

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Attachment A – Air Quality and Greenhouse Gas Modeling

CalEEMod Inputs - ORSC Addendum Project, Operation

Name:	ORSC Addendum (Hotel Ontario Aloft + Residence Inn Project)
Project Number:	T&B-02
Project Location:	East Riverside Drive & Ontario Avenue
County/Air Basin:	San Bernardino-South Coast
Climate Zone:	10
Land Use Setting:	Suburban
Gas Utility Company:	Southern California Gas
Electric Utility Company:	Southern California Edison
Air Basin:	South Coast Air Basin
Air District:	South Coast AQMD
SRA:	33 - Southwest San Bernardino Valley

Project Summary

	Approved Project (SQFT)	Proposed Project (SQFT)	Net Increase
PA 2			
Retail/Commercial, East	45,000	35,055	-9,945
Hotel	0	158,450	158,450
PA 3			
Retail/Commercial	21,000	10,000	-11,000
Hotel	70,000	0	-70,000
PA 4			
Retail/Commercial	114,000	36,513	-77,487

Land Use Inputs (PA 2- Aloft & Residence Inn)

Building Space	Land Use SQFT	Acreage
Conference Area	9,891	
Hall of Fame	10,169	
Yogurtland	1,635	
Café	3,936	
Hotel (5 floors)[1]	170,000	
Hotel First Floor	14,742	
Hotel & Retail TOTAL	**195,631**	
Building Footprint	**40,373**	**0.93**
Surface Work	**Land Use SQFT**	**Acreage**
Landscaping	18,442	0.42
Sidewalk Improvement	18,379	0.42
Pool Areas	1,649	0.04
Parking Areas	52,825	1.21
Interior Patio	11,007	0.25
Event Area (Turf)	2,800	0.06
TOTAL	**145,475**	**3.34**

Notes

[1] Square footage of the proposed hotel accounts for a potential increase in the square footage before the design is finalized.

Land Use Inputs (PA 3 & PA 4)

PA 3	Land Use SQFT	Acreage
Retail/Commercial	10,000	0.23
Hotel	0	0.00
Landscaping (ORSC)[1]	108,505	2.49
TOTAL	**118,505**	**2.72**
PA 4	**Land Use SQFT**	**Acreage**
Retail/Commercial	36,513	0.84
Landscaping (ORSC)[1]	170,882	3.92
Surface Parking Lot (ORSC)[1]	87,120	2.00
TOTAL	**207,395**	**4.76**

Notes

[1] Landscaping and parking inputs for PAs 3 and 4 assumed to be the same as those modeled for the ORSC.

CalEEMod Land Use Inputs (PA 2)

Land Use Type	Land Use Subtype	Unit Amount	Size Metric	Lot Acreage	Land Use Square Feet	Landscape Area Square Feet	Special Landscape Area Square Feet
Recreational	Hotel	249	Room	1.41	170,000	18,442	2,800
Retail	Strip Mall	20.06	1,000 SQFT	--	20,060	--	--
Recreational	Drive Thru	5.57	1,000 SQFT	--	5,571	--	--
Recreational	Recreational Swimming Pool	1.65	1,000 SQFT	0.04	1,649	--	--
Parking	Other Non-Asphalt Surfaces	29.39	1,000 SQFT	0.67	29,386	--	--
Parking	Parking Lot	52.82	1,000 SQFT	1.21	52,825	--	--
				3.34			

CalEEMod Land Use Inputs (PA 3 & PA 4)

Land Use Type	Land Use Subtype	Unit Amount	Size Metric	Lot Acreage	Land Use Square Feet	Landscape Area Square Feet	Special Landscape Area Square Feet
Retail	Strip Mall	46.51	1,000 SQFT	7.48	46,513	279,387	--
Parking	Parking Lot	87.12	1,000 SQFT	2.00	87,120	--	--
				9.48			

Vehicle Trips[1]

Land Use Type	Typical Weekday Trips with Stadium Event	Saturday Trips with Stadium Event
PA 2		
Hotel (ITE Code 310)	1,990	2,009
Strip Mall (ITE Code 821)	1,184	1,421
Fast Food Restaurant (ITE Code 930)	1,703	1,703
TOTAL	4,877	5,133
PA 3		
Strip Mall (ITE Code 821)	338	405
Fast Food Restaurant (ITE Code 930)	486	486
PA 4		
Strip Mall (ITE Code 821)	1,233	1,480
Fast Food Restaurant (ITE Code 930)	1,774	1,774
TOTAL	3,831	4,145
TOTAL (all PAs)	8,708	9,278
ternalization Reduction (50% of Hotel Trips)	(398)	(402)
ternalization Reduction (33% of Retail Trips)	(672)	(727)
TOTAl (with reductions)	**7,638**	**8,149**

Notes

[1] Project trips reflect the Saturday with a stadium event and no tournament scenario- the maximum ADT across all three traffic scenarios: typical weekday with stadium event, Saturday with one tournament and no stadium event, and Saturday with stadium event and no tournament.

Water Use

	Indoor (gals/year)	Outdoor (gals/year)[1]	Total
PA 2			
Hotel	6,316,326	3,109,860	9,426,186
Strip Mall	1,485,895		1,485,895
Fast Food Restaurant w/o Drive Thru	1,690,683		1,690,683
Recreational Swimming Pool	97,586		97,586
TOTAL	**9,590,489**	**3,109,860**	**12,700,349**
PAs 3 & 4			
Strip Mall	3,445,113	1,572,063	5,017,176

Notes

[1] Indoor water use is based on CalEEMod defaults. Outdoor water use is based on the water use calculated for ORSC Water Supply Assessment.

Solid Waste (CalEEMod default)

Land Use	Total Solid Waste (tons/year)
PA 2	
Hotel	136.33
Strip Mall	21.06
Fast Food Restaurant w/o Drive Thru	64.16
Recreational Swimming Pool	9.40
PAs 3 & 4	
Strip Mall	48.84

Electricity (Buildings)

Default CalEEMod Energy Use

Land Use Subtype	Total Annual Electricity Consumption (kWh/year)	Total Annual Natural Gas Consumption (kBTU/year)	Title-24 Electricity Energy Intensity (kWhr/size/year)*	Title-24 Natural Gas Energy Intensity (KBTU/size/year)*	Nontitle-24 Electricity Energy Intensity (kWhr/size/year)	Nontitle-24 Natural Gas Energy Intensity (KBTU/size/year)
PA 2						
Hotel	2,712,767.51	5,077,984.35	**2,137,128.11**	**2,713,321.73**	575,639.40	2,364,662.62
Strip Mall	195,150.38	118,263.53	**154,589.35**	**28,196.03**	40,561.02	90,067.50
Fast Food Restaurant w/o Drive Thru	195,356.39	636,602.96	**98,625.37**	**121,414.34**	96,731.01	515,188.61
Parking	46,270.32	0.00	**46,270.32**	**0.00**	0.00	0.00
PA 3 & PA 4						
Strip Mall	452,464.81	274,216.93	**358,445.39**	**65,377.96**	94,048.60	208,838.97
Parking Lot	76,317.12	0.00	**76,317.12**	**0.00**	0.00	0.00
TOTAL	3,678,327	6,107,068				

Architectural Coating

	Percent Painted	
Interior Painted:	100%	
Exterior Painted:	100%	
Interior Paint VOC content:	50	grams per liter
Exterior Paing VOC content:	50	grams per liter

Structures	Paintable Interior Area	Paintable Exterior Area
Non-Residential Structures		
PA 2 - 4	363,216	121,072
Parking		
Parking (All)	-	10,160

Landscape Equipment

Mitigation Measure AQ-2	Require all-electric landscaping equipment
CalEEMod Area Source Measure LL-1	Replace Gas Powered Landscape Equipment with Zero-Emission Landscape Equipment

CalEEMod Inputs - Onatrio Regional Sports Complex (PA 2 - 4), Operation

Name:	ORSC PA 2 - 4
Project Number:	ONT-06.10
Project Location:	East Riverside Drive & Ontario Avenue
County/Air Basin:	San Bernardino-South Coast
Climate Zone:	10
Land Use Setting:	Suburban
Gas Utility Company:	Southern California Gas
Electric Utility Company:	Southern California Edison
Air Basin:	South Coast Air Basin
Air District:	South Coast AQMD
SRA:	33 - Southwest San Bernardino Valley

Project Summary

	Approved Project (SQFT)	Proposed Project (SQFT)	Net Increase
PA 2			
Retail/Commercial, East	45,000	35,055	-9,945
Hotel	0	158,450	158,450
PA 3			
Retail/Commercial	21,000	10,000	-11,000
Hotel	70,000	0	-70,000
PA 4			
Retail/Commercial	114,000	36,513	-77,487

CalEEMod Land Use Inputs

Land Use Type	Land Use Subtype	Unit Amount	Size Metric	Lot Acreage	Land Use Square Feet	Landscape Area Square Feet
PA 2						
Retail	Strip Mall	45.00	1,000 SQFT	5.00	45,000	--
Parking	Parking Lot	1,500.00	Space	14.56	--	46,174
PA 3						
Retail	Strip Mall	21.00	1,000 SQFT	2.17	21,000	73,525
Recreational	Hotel	100.00	Room	2.41	70,000	34,980
PA 4						
Retail	Strip Mall	114.00	1,000 SQFT	6.54	114,000	170,882
Parking	Parking Lot	250.00	Space	2.00	--	--
				32.68		

Vehicle Trips[1]

Land Use Type	Typical Weekday Trips with Stadium Event	Saturday Trips with Stadium Event[2]
PA 2		
Strip Mall (ITE Code 821)	1,519	1,824
Fast Food Restaurant (ITE Code 930)	2,186	2,186
PA 3		
Hotel (ITE Code 310)	799	807
Strip Mall (ITE Code 821)	709	851
Fast Food Restaurant (ITE Code 930)	1,020	1,020
PA 4		
Strip Mall (ITE Code 821)	473	567
Fast Food Restaurant (ITE Code 930)	680	680
Chicken 'n Pickle San Antonio Data	1,493	2,856
TOTAL (all PAs)	8,879	10,791
Hotel Internalization Reduction (50% of Hotel Trips)	(160)	(404)
Retail Internalization Reduction (33% of Retail Trips)	(659)	(2,352)
TOTAl (with reductions)	**8,060**	**8,035**

Notes

[1] Project trips reflect typical weekday ADT with a stadium event - the maximum ADT across all three traffic scenarios: typical weekday with stadium event, Saturday with one tournament and no stadium event, and Saturday with stadium event and no tournament.

[2]

Architectural Coating (CalEEMod Default)

	Percent Painted	
Interior Painted:	100%	
Exterior Painted:	100%	
Interior Paint VOC content:	50	grams per liter
Exterior Paing VOC content:	50	grams per liter

Structures	Paintable Interior Area	Paintable Exterior Area
Non-Residential Structures		
Strip Mall & Hotel	1,500,386	496,526
Parking		
Parking (All)	-	211,231

Landscape Equipment

Mitigation Measure AQ-2	Require all-electric landscaping equipment
CalEEMod Area Source Measure LL-1	Replace Gas Powered Landscape Equipment with Zero-Emission Landscape Equipment

ORSC EIR Water Consumption Estimates

Proposed Project Component	Indoor Water Consumption (Gallons/Year)[1]	Outdoor Water Consumption (Gallons/Year)[1]
Planning Area 1		
PA 1 Baseball Stadium	1,836,995	5,028,056
PA 1 Parking Structure A	-	-
Planning Area 2		
PA 2 Retail / Commercial, East	3,324,420	715,345
PA 2 Surface Parking Lot, East	-	-
Planning Area 3		
PA 3 Stadium Retail / Commercial	1,425,690	306,778
PA 3 Hotel	4,745,000	340,708
Planning Area 4		
PA 4 Stadium Retail / Commercial	4,296,780	924,577
PA 4 Surface Parking Lot, South	-	-
Planning Area 5		
PA 5 Multipurpose Fields	-	25,565,322
PA 5 Multiuse Fields	-	24,326,445
PA 5 Park	-	3,357,779
PA 5 Parking Structure B	-	-
PA 5 Surface Parking, South	-	-
Planning Area 6		
PA 6 Indoor Athletic Facility	1,783,953	-
PA 6 Surface Parking Lot	-	-
Planning Area 7		
PA 7 Community Center / Admin Building	770,000	-
PA 7 Activity Center	-	-
PA 7 Surface Parking Lot	-	-
On-Site Roadways		
Ontario Avenue	-	-
Street A	-	-
Street B	-	-
Off-Site Improvements		
Chino Avenue	-	-
Riverside Drive	-	-
Vineyard Avenue	-	-
TOTALS	**18,182,838**	**60,565,010**

Notes:

1. Land uses with no indoor water consumption are generally considered as part of the predominant development component they are associated with. For example, the indoor water consumption estimates for PA 7 Community Center / Admin Building generally covers the PA 7 Activity Center water consumption as well. Land uses with no outdoor water consumption are generally considered as part of the Fields and Park land use outdoor water consumption. Assumes 100% aerobic treatment for the City's Wastewater Treatment Facility.

ORSC EIR Fleet Mix Adjustments

Vehicle Type:	Passenger	Medium Duty	Heavy Duty	Total
Assumed Fleet Mix (Percent of Total):	99	0	1	100

Key	Vehicle Class	Year 2027 Default (%)	Year 2027 Adjusted (%)
LDA=Light duty auto	LDA	49.75322	64.07375
LDT1=Light duty truck 1	LDT1	3.83638	4.94061
LDT2=Light duty truck 2	LDT2	21.20354	27.30658
MCY=Motorcycle	MCY	2.08028	2.67906
MDV=Medium duty vehicle	MDV	15.27987	0.00000
LHD1=Light heavy duty 1	LHD1	2.82841	0.36046
LHD2=Light heavy duty 2	LHD2	0.77467	0.09873
MHD=Medium heavy duty	MHD	1.79189	0.22836
HHD=Heavy heavy duty	HHD	1.83178	0.23344
OBUS=Other bus	OBUS	0.06026	0.00768
UBUS=Urban bus	UBUS	0.03098	0.00395
SBUS=School bus	SBUS	0.10891	0.01388
MH=Motorhome	MH	0.41982	0.05350
	Totals	**100.00000**	**100.00000**
	Passenger Vehicles	76.87342	99.00000
	Medium Duty Vehicles	15.27987	0.00000
	Heavy Duty Vehicles	7.84671	1.00000
	Totals	**100.00000**	**100.00000**

Source: Fehr & Peers (2024)

CalEEMod Inputs-Ontario Sports Complex Project, Operation

Name:	Ontario Sports Complex Project, Construction
Project Number:	ONT-06
Project Location:	Ontario, CA
County/Air Basin:	San Bernardino County
Climate Zone:	10
Land Use Setting:	Urban
First Year of Operation:	2027
Electricity Company:	Southern California Edison (SCE)
Air Basin:	South Coast Air Basin (SCAB)
Air District:	South Coast Air Quality Management District (South Coast AQMD)
SRA:	33 - Southwest San Bernardino Valley

CalEEMod Energy Use

Project Component	Total Annual Electricity Consumption (kWh/year)	Total Annual Natural Gas Consumption (kBTU/year)	Title-24 Electricity (kWh/year)	Title-24 Natural Gas (KBTU/year)	Nontitle-24 Electricity (kWh/year)	Nontitle-24 Natural Gas (KBTU/year)
PA 1 Baseball Stadium	8,730,000.00	0.00	**3,100,500.00**	**0.00**	5,629,500.00	0.00
PA 1 Parking Structure A	682,914.84	0.00	**647,764.84**	**0.00**	35,150.00	0.00
PA 2 Retail / Commercial, East	437,775.03	265,297.05	**346,785.69**	**63,251.31**	90,989.34	202,045.74
PA 2 Surface Parking Lot, East	555,588.63	0.00	**555,588.63**	**0.00**	0.00	0.00
PA 3 Stadium Retail / Commercial	204,295.01	123,805.29	**161,833.32**	**29,517.28**	42,461.69	94,288.01
PA 3 Hotel	1,117,021.92	2,090,934.73	**879,993.93**	**1,117,250.12**	237,027.99	973,684.61
PA 4 Stadium Retail / Commercial	1,109,030.06	672,085.87	**878,523.74**	**160,236.66**	230,506.32	511,849.21
PA 4 Surface Parking Lot, South	76,317.12	0.00	**76,317.12**	**0.00**	0.00	0.00
PA 5 Multipurpose Fields	0.00	0.00	**0.00**	**0.00**	0.00	0.00
PA 5 Multiuse Fields	0.00	0.00	**0.00**	**0.00**	0.00	0.00
PA 5 Park	0.00	0.00	**0.00**	**0.00**	0.00	0.00
PA 5 Parking Structure B	321,154.55	0.00	**304,624.55**	**0.00**	16,530.00	0.00
PA 5 Surface Parking, South	389,217.31	0.00	**389,217.31**	**0.00**	0.00	0.00
PA 6 Indoor Athletic Facility	1,778,825.84	6,600,346.44	**1,464,249.98**	**2,782,533.48**	314,575.86	3,817,812.96
PA 6 Surface Parking Lot	119,054.71	0.00	**119,054.71**	**0.00**	0.00	0.00
PA 7 Community Center / Admin Building	1,221,632.12	1,920,801.21	**983,502.73**	**1,550,094.62**	238,129.39	370,706.59
PA 7 Activity Center	436,297.18	686,000.43	**351,250.97**	**553,605.22**	85,046.21	132,395.21
PA 7 Surface Parking Lot	159,121.20	0.00	**159,121.20**	**0.00**	0.00	0.00
Ontario Avenue	0.00	0.00	**0.00**	**0.00**	0.00	0.00
Street A	0.00	0.00	**0.00**	**0.00**	0.00	0.00
Street B	0.00	0.00	**0.00**	**0.00**	0.00	0.00
Chino Avenue	0.00	0.00	**0.00**	**0.00**	0.00	0.00
Riverside Drive	0.00	0.00	**0.00**	**0.00**	0.00	0.00
Vineyard Avenue	0.00	0.00	**0.00**	**0.00**	0.00	0.00
TOTALS	**17,338,245.52**	**12,359,271.02**	**10,418,328.72**	**6,256,488.69**	**6,919,916.80**	**6,102,782.33**

Note: Natural gas consumption not reduced for MM GHG-1 due to the unknown extent of commercial cooking uses.

Solid Waste[1]

Development Component	Total Solid Waste (tons/yr)
PA 1 Baseball Stadium	0.97
PA 1 Parking Structure A	0.00
PA 2 Retail / Commercial, East	47.25
PA 2 Surface Parking Lot, East	0.00
PA 3 Stadium Retail / Commercial	22.05
PA 3 Hotel	54.75
PA 4 Stadium Retail / Commercial	119.70
PA 4 Surface Parking Lot, South	0.00
PA 5 Fields & Park	8.35
PA 5 Parking Structure B	0.00
PA 5 Surface Parking, South	0.00
PA 6 Indoor Athletic Facility	58.04
PA 6 Surface Parking Lot	0.00
PA 7 Community Center / Admin Building	65.10
PA 7 Activity Center	44.62
PA 7 Surface Parking Lot	0.00
Ontario Avenue	0.00
Street A	0.00
Street B	0.00
Chino Avenue	0.00
Riverside Drive	0.00
Vineyard Avenue	0.00
TOTAL	**420.83**

Notes:

[1] Based on CalEEMod default

Ontario Regional Sports Complex Addendum (PA 2- 4) Custom Report

Table of Contents

1. Basic Project Information

1.1. Basic Project Information

1.2. Land Use Types

1.3. User-Selected Emission Reduction Measures by Emissions Sector

2. Emissions Summary

2.4. Operations Emissions Compared Against Thresholds

2.5. Operations Emissions by Sector, Unmitigated

2.6. Operations Emissions by Sector, Mitigated

4. Operations Emissions Details

4.1. Mobile Emissions by Land Use

4.1.1. Unmitigated

4.1.2. Mitigated

4.2. Energy

4.2.1. Electricity Emissions By Land Use - Unmitigated

4.2.2. Electricity Emissions By Land Use - Mitigated

4.2.3. Natural Gas Emissions By Land Use - Unmitigated

4.2.4. Natural Gas Emissions By Land Use - Mitigated

4.3. Area Emissions by Source

4.3.1. Unmitigated

4.3.2. Mitigated

4.4. Water Emissions by Land Use

4.4.1. Unmitigated

4.4.2. Mitigated

4.5. Waste Emissions by Land Use

4.5.1. Unmitigated

4.5.2. Mitigated

4.6. Refrigerant Emissions by Land Use

4.6.1. Unmitigated

4.6.2. Mitigated

4.7. Offroad Emissions By Equipment Type

4.7.1. Unmitigated

4.7.2. Mitigated

4.8. Stationary Emissions By Equipment Type

4.8.1. Unmitigated

4.8.2. Mitigated

4.9. User Defined Emissions By Equipment Type

4.9.1. Unmitigated

4.9.2. Mitigated

5. Activity Data

5.9. Operational Mobile Sources

5.9.1. Unmitigated

5.9.2. Mitigated

5.10. Operational Area Sources

5.10.1. Hearths

5.10.1.1. Unmitigated

5.10.1.2. Mitigated

5.10.2. Architectural Coatings

5.10.3. Landscape Equipment

5.10.4. Landscape Equipment - Mitigated

5.11. Operational Energy Consumption

5.11.1. Unmitigated

5.11.2. Mitigated

5.12. Operational Water and Wastewater Consumption

5.12.1. Unmitigated

5.12.2. Mitigated

5.13. Operational Waste Generation

5.13.1. Unmitigated

5.13.2. Mitigated

5.14. Operational Refrigeration and Air Conditioning Equipment

5.14.1. Unmitigated

5.14.2. Mitigated

5.15. Operational Off-Road Equipment

5.15.1. Unmitigated

5.15.2. Mitigated

5.16. Stationary Sources

5.16.1. Emergency Generators and Fire Pumps

5.16.2. Process Boilers

5.17. User Defined

8. User Changes to Default Data

1. Basic Project Information

1.1. Basic Project Information

Data Field	Value
Project Name	Ontario Regional Sports Complex Addendum (PA 2- 4)
Operational Year	2027
Lead Agency	—
Land Use Scale	Project/site
Analysis Level for Defaults	County
Windspeed (m/s)	2.60
Precipitation (days)	9.20
Location	34.014735002712754, -117.60595454674288
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	2022.1.1.30

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
Hotel	249	Room	1.41	170,000	184,420,000	2,800	—	PA 2 Hotel
Strip Mall	20.1	1000sqft	0.00	20,060	0.00	—	—	PA 2 Conference & Hall of Fame

Fast Food Restaurant w/o Drive Thru	5.57	1000sqft	0.00	5,571	0.00	—	—	PA 2 Cafe & Yogurtland
Recreational Swimming Pool	1.65	1000sqft	0.04	1,650	0.00	—	—	PA 2 Pool Area
Other Non-Asphalt Surfaces	29.4	1000sqft	0.67	0.00	0.00	—	—	PA 2 Hardsdcape
Parking Lot	52.8	1000sqft	1.21	0.00	0.00	—	—	PA 2 Parking
Strip Mall	46.5	1000sqft	7.48	46,513	279,387	—	—	PA 3 & 4 Retail
Parking Lot	87.1	1000sqft	2.00	0.00	0.00	—	—	PA 3 & 4 Parking
User Defined Recreational	1.00	User Defined Unit	0.00	0.00	0.00	—	—	—

1.3. User-Selected Emission Reduction Measures by Emissions Sector

Sector	#	Measure Title
Area Sources	LL-1	Replace Gas Powered Landscape Equipment with Zero-Emission Landscape Equipment

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.	38.0	35.5	15.2	269	0.54	0.40	55.3	55.7	0.38	14.0	14.4	179	60,932	61,111	17.9	1.64	442	62,491
Mit.	36.1	33.8	15.2	259	0.54	0.38	55.3	55.7	0.36	14.0	14.3	179	60,898	61,077	17.9	1.64	442	62,457
% Reduced	5%	5%	1%	4%	—	5%	—	< 0.5%	4%	—	< 0.5%	—	< 0.5%	< 0.5%	< 0.5%	—	—	< 0.5%

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	34.5	32.2	16.5	218	0.49	0.38	55.3	55.7	0.36	14.0	14.3	179	56,606	56,785	18.0	1.74	279	58,033
Mit.	34.5	32.2	16.5	218	0.49	0.38	55.3	55.7	0.36	14.0	14.3	179	56,606	56,785	18.0	1.74	279	58,033
% Reduced	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	35.5	33.1	16.9	233	0.50	0.40	55.0	55.4	0.37	13.9	14.3	179	57,304	57,482	18.0	1.76	347	58,805
Mit.	34.2	31.9	16.8	226	0.50	0.38	55.0	55.4	0.36	13.9	14.3	179	57,281	57,459	18.0	1.76	347	58,782
% Reduced	4%	4%	< 0.5%	3%	—	3%	—	< 0.5%	3%	—	< 0.5%	—	< 0.5%	< 0.5%	—	—	—	< 0.5%
Annual (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	6.48	6.04	3.08	42.5	0.09	0.07	10.0	10.1	0.07	2.54	2.60	29.6	9,487	9,517	2.98	0.29	57.5	9,736
Mit.	6.25	5.83	3.07	41.2	0.09	0.07	10.0	10.1	0.07	2.54	2.60	29.6	9,483	9,513	2.98	0.29	57.5	9,732
% Reduced	4%	4%	< 0.5%	3%	< 0.5%	3%	—	< 0.5%	3%	—	< 0.5%	—	< 0.5%	< 0.5%	< 0.5%	< 0.5%	—	< 0.5%

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	30.4	28.2	13.5	257	0.53	0.26	55.3	55.6	0.24	14.0	14.2	—	53,405	53,405	2.23	1.54	168	54,086
Area	7.39	7.25	0.09	10.5	< 0.005	0.02	—	0.02	0.01	—	0.01	—	43.3	43.3	< 0.005	< 0.005	—	43.5
Energy	0.18	0.09	1.64	1.38	0.01	0.12	—	0.12	0.12	—	0.12	—	7,318	7,318	0.51	0.04	—	7,344
Water	—	—	—	—	—	—	—	—	—	—	—	27.9	166	193	0.11	0.06	—	215
Waste	—	—	—	—	—	—	—	—	—	—	—	151	0.00	151	15.1	0.00	—	52

Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	275	275
Total	38.0	35.5	15.2	269	0.54	0.40	55.3	55.7	0.38	14.0	14.4	179	60,932	61,111	17.9	1.64	442	62,491
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	28.8	26.6	14.9	216	0.48	0.26	55.3	55.6	0.24	14.0	14.2	—	49,122	49,122	2.34	1.63	4.34	49,672
Area	5.52	5.52	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Energy	0.18	0.09	1.64	1.38	0.01	0.12	—	0.12	0.12	—	0.12	—	7,318	7,318	0.51	0.04	—	7,344
Water	—	—	—	—	—	—	—	—	—	—	—	27.9	166	193	0.11	0.06	—	215
Waste	—	—	—	—	—	—	—	—	—	—	—	151	0.00	151	15.1	0.00	—	528
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	275	275
Total	34.5	32.2	16.5	218	0.49	0.38	55.3	55.7	0.36	14.0	14.3	179	56,606	56,785	18.0	1.74	279	58,033
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	28.6	26.3	15.2	224	0.49	0.26	55.0	55.2	0.24	13.9	14.1	—	49,790	49,790	2.34	1.66	72.4	50,414
Area	6.80	6.70	0.06	7.21	< 0.005	0.01	—	0.01	0.01	—	0.01	—	29.7	29.7	< 0.005	< 0.005	—	29.8
Energy	0.18	0.09	1.64	1.38	0.01	0.12	—	0.12	0.12	—	0.12	—	7,318	7,318	0.51	0.04	—	7,344
Water	—	—	—	—	—	—	—	—	—	—	—	27.9	166	193	0.11	0.06	—	215
Waste	—	—	—	—	—	—	—	—	—	—	—	151	0.00	151	15.1	0.00	—	528
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	275	275
Total	35.5	33.1	16.9	233	0.50	0.40	55.0	55.4	0.37	13.9	14.3	179	57,304	57,482	18.0	1.76	347	58,805
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	5.21	4.80	2.77	40.9	0.09	0.05	10.0	10.1	0.04	2.54	2.58	—	8,243	8,243	0.39	0.27	12.0	8,347
Area	1.24	1.22	0.01	1.32	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	4.91	4.91	< 0.005	< 0.005	—	4.93
Energy	0.03	0.02	0.30	0.25	< 0.005	0.02	—	0.02	0.02	—	0.02	—	1,212	1,212	0.08	0.01	—	1,216
Water	—	—	—	—	—	—	—	—	—	—	—	4.61	27.4	32.0	0.02	0.01	—	35.5
Waste	—	—	—	—	—	—	—	—	—	—	—	25.0	0.00	25.0	2.50	0.00	—	87.3
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	45.5	45.5
Total	6.48	6.04	3.08	42.5	0.09	0.07	10.0	10.1	0.07	2.54	2.60	29.6	9,487	9,517	2.98	0.29	57.5	9,736

2.6. Operations Emissions by Sector, Mitigated

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	30.4	28.2	13.5	257	0.53	0.26	55.3	55.6	0.24	14.0	14.2	—	53,405	53,405	2.23	1.54	168	54,086
Area	5.52	5.52	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Energy	0.18	0.09	1.64	1.38	0.01	0.12	—	0.12	0.12	—	0.12	—	7,328	7,328	0.51	0.04	—	7,354
Water	—	—	—	—	—	—	—	—	—	—	—	27.9	166	193	0.11	0.06	—	215
Waste	—	—	—	—	—	—	—	—	—	—	—	151	0.00	151	15.1	0.00	—	528
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	275	275
Total	36.1	33.8	15.2	259	0.54	0.38	55.3	55.7	0.36	14.0	14.3	179	60,898	61,077	17.9	1.64	442	62,457
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	28.8	26.6	14.9	216	0.48	0.26	55.3	55.6	0.24	14.0	14.2	—	49,122	49,122	2.34	1.63	4.34	49,672
Area	5.52	5.52	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Energy	0.18	0.09	1.64	1.38	0.01	0.12	—	0.12	0.12	—	0.12	—	7,318	7,318	0.51	0.04	—	7,344
Water	—	—	—	—	—	—	—	—	—	—	—	27.9	166	193	0.11	0.06	—	215
Waste	—	—	—	—	—	—	—	—	—	—	—	151	0.00	151	15.1	0.00	—	528
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	275	275
Total	34.5	32.2	16.5	218	0.49	0.38	55.3	55.7	0.36	14.0	14.3	179	56,606	56,785	18.0	1.74	279	58,033
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	28.6	26.3	15.2	224	0.49	0.26	55.0	55.2	0.24	13.9	14.1	—	49,790	49,790	2.34	1.66	72.4	50,414
Area	5.52	5.52	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Energy	0.18	0.09	1.64	1.38	0.01	0.12	—	0.12	0.12	—	0.12	—	7,325	7,325	0.51	0.04	—	7,351
Water	—	—	—	—	—	—	—	—	—	—	—	27.9	166	193	0.11	0.06	—	215
Waste	—	—	—	—	—	—	—	—	—	—	—	151	0.00	151	15.1	0.00	—	52

Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	275	275
Total	34.2	31.9	16.8	226	0.50	0.38	55.0	55.4	0.36	13.9	14.3	179	57,281	57,459	18.0	1.76	347	58,782
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	5.21	4.80	2.77	40.9	0.09	0.05	10.0	10.1	0.04	2.54	2.58	—	8,243	8,243	0.39	0.27	12.0	8,347
Area	1.01	1.01	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Energy	0.03	0.02	0.30	0.25	< 0.005	0.02	—	0.02	0.02	—	0.02	—	1,213	1,213	0.08	0.01	—	1,217
Water	—	—	—	—	—	—	—	—	—	—	—	4.61	27.4	32.0	0.02	0.01	—	35.5
Waste	—	—	—	—	—	—	—	—	—	—	—	25.0	0.00	25.0	2.50	0.00	—	87.3
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	45.5	45.5
Total	6.25	5.83	3.07	41.2	0.09	0.07	10.0	10.1	0.07	2.54	2.60	29.6	9,483	9,513	2.98	0.29	57.5	9,732

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)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hotel	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Strip Mall	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Fast Food Restaurant w/o Drive Thru	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

Recreational Swimmi Pool	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Other Non-Asphalt Surfaces	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Parking Lot	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
User Defined Recreational	30.4	28.2	13.5	257	0.53	0.26	55.3	55.6	0.24	14.0	14.2	—	53,405	53,405	2.23	1.54	168	54,086
Total	30.4	28.2	13.5	257	0.53	0.26	55.3	55.6	0.24	14.0	14.2	—	53,405	53,405	2.23	1.54	168	54,086
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hotel	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Strip Mall	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Fast Food Restaurant w/o Drive Thru	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Recreational Swimming Pool	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Other Non-Asphalt Surfaces	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Parking Lot	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
User Defined Recreational	28.8	26.6	14.9	216	0.48	0.26	55.3	55.6	0.24	14.0	14.2	—	49,122	49,122	2.34	1.63	4.34	49,672

Total	28.8	26.6	14.9	216	0.48	0.26	55.3	55.6	0.24	14.0	14.2	—	49,122	49,122	2.34	1.63	4.34	49,672
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hotel	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Strip Mall	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Fast Food Restaurant w/o Drive Thru	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Recreational Swimming Pool	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Other Non-Asphalt Surfaces	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Parking Lot	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
User Defined Recreational	5.21	4.80	2.77	40.9	0.09	0.05	10.0	10.1	0.04	2.54	2.58	—	8,243	8,243	0.39	0.27	12.0	8,347
Total	5.21	4.80	2.77	40.9	0.09	0.05	10.0	10.1	0.04	2.54	2.58	—	8,243	8,243	0.39	0.27	12.0	8,347

4.1.2. Mitigated

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)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hotel	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Strip Mall	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

Fast Food Restaurant w/o Drive Thru	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Recreational Swimming Pool	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Other Non-Asphalt Surfaces	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Parking Lot	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
User Defined Recreational	30.4	28.2	13.5	257	0.53	0.26	55.3	55.6	0.24	14.0	14.2	—	53,405	53,405	2.23	1.54	168	54,086
Total	30.4	28.2	13.5	257	0.53	0.26	55.3	55.6	0.24	14.0	14.2	—	53,405	53,405	2.23	1.54	168	54,086
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hotel	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Strip Mall	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Fast Food Restaurant w/o Drive Thru	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Recreational Swimming Pool	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Other Non-Asphalt Surfaces	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

Parking Lot	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
User Defined Recreational	28.8	26.6	14.9	216	0.48	0.26	55.3	55.6	0.24	14.0	14.2	—	49,122	49,122	2.34	1.63	4.34	49,672
Total	28.8	26.6	14.9	216	0.48	0.26	55.3	55.6	0.24	14.0	14.2	—	49,122	49,122	2.34	1.63	4.34	49,672
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hotel	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Strip Mall	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Fast Food Restaurant w/o Drive Thru	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Recreational Swimming Pool	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Other Non-Asphalt Surfaces	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Parking Lot	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
User Defined Recreational	5.21	4.80	2.77	40.9	0.09	0.05	10.0	10.1	0.04	2.54	2.58	—	8,243	8,243	0.39	0.27	12.0	8,347
Total	5.21	4.80	2.77	40.9	0.09	0.05	10.0	10.1	0.04	2.54	2.58	—	8,243	8,243	0.39	0.27	12.0	8,347

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)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hotel	—	—	—	—	—	—	—	—	—	—	—	—	3,954	3,954	0.25	0.03	—	3,969
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	—	944	944	0.06	0.01	—	948
Fast Food Restaurant w/o Drive Thru	—	—	—	—	—	—	—	—	—	—	—	—	285	285	0.02	< 0.005	—	286
Recreational Swimming Pool	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00
Other Non-Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00
Parking Lot	—	—	—	—	—	—	—	—	—	—	—	—	179	179	0.01	< 0.005	—	179
User Defined Recreational	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	—	5,361	5,361	0.33	0.04	—	5,381
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hotel	—	—	—	—	—	—	—	—	—	—	—	—	3,954	3,954	0.25	0.03	—	3,969
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	—	944	944	0.06	0.01	—	948

Fast Food Restaurant w/o Drive Thru	—	—	—	—	—	—	—	—	—	—	—	—	285	285	0.02	< 0.005	—	286
Recreational Swimming Pool	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00
Other Non-Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00
Parking Lot	—	—	—	—	—	—	—	—	—	—	—	—	179	179	0.01	< 0.005	—	179
User Defined Recreational	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	—	5,361	5,361	0.33	0.04	—	5,381
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hotel	—	—	—	—	—	—	—	—	—	—	—	—	655	655	0.04	< 0.005	—	657
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	—	156	156	0.01	< 0.005	—	157
Fast Food Restaurant w/o Drive Thru	—	—	—	—	—	—	—	—	—	—	—	—	47.1	47.1	< 0.005	< 0.005	—	47.3
Recreational Swimming Pool	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00
Other Non-Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00
Parking Lot	—	—	—	—	—	—	—	—	—	—	—	—	29.6	29.6	< 0.005	< 0.005	—	29.7

User Defined Recreational	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	—	888	888	0.06	0.01	—	891

4.2.2. Electricity Emissions By Land Use - Mitigated

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)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hotel	—	—	—	—	—	—	—	—	—	—	—	—	3,961	3,961	0.25	0.03	—	3,976
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	—	947	947	0.06	0.01	—	950
Fast Food Restaurant w/o Drive Thru	—	—	—	—	—	—	—	—	—	—	—	—	285	285	0.02	< 0.005	—	286
Recreational Swimming Pool	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00
Other Non-Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00
Parking Lot	—	—	—	—	—	—	—	—	—	—	—	—	179	179	0.01	< 0.005	—	179
User Defined Recreational	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	—	5,371	5,371	0.33	0.04	—	5,391

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hotel	—	—	—	—	—	—	—	—	—	—	—	—	3,954	3,954	0.25	0.03	—	3,969
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	—	944	944	0.06	0.01	—	948
Fast Food Restaurant w/o Drive Thru	—	—	—	—	—	—	—	—	—	—	—	—	285	285	0.02	< 0.005	—	286
Recreational Swimming Pool	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00
Other Non-Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00
Parking Lot	—	—	—	—	—	—	—	—	—	—	—	—	179	179	0.01	< 0.005	—	179
User Defined Recreational	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	—	5,361	5,361	0.33	0.04	—	5,381
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hotel	—	—	—	—	—	—	—	—	—	—	—	—	655	655	0.04	< 0.005	—	658
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	—	157	157	0.01	< 0.005	—	157
Fast Food Restaurant w/o Drive Thru	—	—	—	—	—	—	—	—	—	—	—	—	47.2	47.2	< 0.005	< 0.005	—	47.3

Recreational Swimming	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00
Other Non-Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00
Parking Lot	—	—	—	—	—	—	—	—	—	—	—	—	29.6	29.6	< 0.005	< 0.005	—	29.7
User Defined Recreational	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	—	889	889	0.06	0.01	—	892

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)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hotel	0.15	0.08	1.36	1.15	0.01	0.10	—	0.10	0.10	—	0.10	—	1,627	1,627	0.14	< 0.005	—	1,632
Strip Mall	0.01	0.01	0.11	0.09	< 0.005	0.01	—	0.01	0.01	—	0.01	—	126	126	0.01	< 0.005	—	126
Fast Food Restaurant w/o Drive Thru	0.02	0.01	0.17	0.14	< 0.005	0.01	—	0.01	0.01	—	0.01	—	204	204	0.02	< 0.005	—	205
Recreational Swimming Pool	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00

Other Non-Asphalt Surfaces	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Parking Lot	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
User Defined Recreational	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	0.18	0.09	1.64	1.38	0.01	0.12	—	0.12	0.12	—	0.12	—	1,957	1,957	0.17	< 0.005	—	1,963
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hotel	0.15	0.08	1.36	1.15	0.01	0.10	—	0.10	0.10	—	0.10	—	1,627	1,627	0.14	< 0.005	—	1,632
Strip Mall	0.01	0.01	0.11	0.09	< 0.005	0.01	—	0.01	0.01	—	0.01	—	126	126	0.01	< 0.005	—	126
Fast Food Restaurant w/o Drive Thru	0.02	0.01	0.17	0.14	< 0.005	0.01	—	0.01	0.01	—	0.01	—	204	204	0.02	< 0.005	—	205
Recreational Swimming Pool	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Other Non-Asphalt Surfaces	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Parking Lot	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
User Defined Recreational	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	0.18	0.09	1.64	1.38	0.01	0.12	—	0.12	0.12	—	0.12	—	1,957	1,957	0.17	< 0.005	—	1,963
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hotel	0.03	0.01	0.25	0.21	< 0.005	0.02	—	0.02	0.02	—	0.02	—	269	269	0.02	< 0.005	—	270

Strip Mall	< 0.005	< 0.005	0.02	0.02	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	20.8	20.8	< 0.005	< 0.005	—	20.9
Fast Food Restaurant w/o Drive Thru	< 0.005	< 0.005	0.03	0.03	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	33.8	33.8	< 0.005	< 0.005	—	33.9
Recreational Swimming Pool	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Other Non-Asphalt Surfaces	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Parking Lot	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
User Defined Recreational	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	0.03	0.02	0.30	0.25	< 0.005	0.02	—	0.02	0.02	—	0.02	—	324	324	0.03	< 0.005	—	325

4.2.4. Natural Gas Emissions By Land Use - Mitigated

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)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hotel	0.15	0.08	1.36	1.15	0.01	0.10	—	0.10	0.10	—	0.10	—	1,627	1,627	0.14	< 0.005	—	1,632
Strip Mall	0.01	0.01	0.11	0.09	< 0.005	0.01	—	0.01	0.01	—	0.01	—	126	126	0.01	< 0.005	—	126

Fast Food Restaurant w/o Drive Thru	0.02	0.01	0.17	0.14	< 0.005	0.01	—	0.01	0.01	—	0.01	—	204	204	0.02	< 0.005	—	205
Recreational Swimming Pool	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Other Non-Asphalt Surfaces	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Parking Lot	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
User Defined Recreational	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	0.18	0.09	1.64	1.38	0.01	0.12	—	0.12	0.12	—	0.12	—	1,957	1,957	0.17	< 0.005	—	1,963
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hotel	0.15	0.08	1.36	1.15	0.01	0.10	—	0.10	0.10	—	0.10	—	1,627	1,627	0.14	< 0.005	—	1,632
Strip Mall	0.01	0.01	0.11	0.09	< 0.005	0.01	—	0.01	0.01	—	0.01	—	126	126	0.01	< 0.005	—	126
Fast Food Restaurant w/o Drive Thru	0.02	0.01	0.17	0.14	< 0.005	0.01	—	0.01	0.01	—	0.01	—	204	204	0.02	< 0.005	—	205
Recreational Swimming Pool	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Other Non-Asphalt Surfaces	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00

Parking Lot	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
User Defined Recreational	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	0.18	0.09	1.64	1.38	0.01	0.12	—	0.12	0.12	—	0.12	—	1,957	1,957	0.17	< 0.005	—	1,963
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hotel	0.03	0.01	0.25	0.21	< 0.005	0.02	—	0.02	0.02	—	0.02	—	269	269	0.02	< 0.005	—	270
Strip Mall	< 0.005	< 0.005	0.02	0.02	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	20.8	20.8	< 0.005	< 0.005	—	20.9
Fast Food Restaurant w/o Drive Thru	< 0.005	< 0.005	0.03	0.03	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	33.8	33.8	< 0.005	< 0.005	—	33.9
Recreational Swimming Pool	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Other Non-Asphalt Surfaces	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Parking Lot	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
User Defined Recreational	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	0.03	0.02	0.30	0.25	< 0.005	0.02	—	0.02	0.02	—	0.02	—	324	324	0.03	< 0.005	—	325

4.3. Area Emissions by Source

4.3.1. 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	CO

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Consumer Products	5.20	5.20	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	0.32	0.32	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Landscape Equipment	1.87	1.73	0.09	10.5	< 0.005	0.02	—	0.02	0.01	—	0.01	—	43.3	43.3	< 0.005	< 0.005	—	43.5
Total	7.39	7.25	0.09	10.5	< 0.005	0.02	—	0.02	0.01	—	0.01	—	43.3	43.3	< 0.005	< 0.005	—	43.5
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Consumer Products	5.20	5.20	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	0.32	0.32	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	5.52	5.52	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Consumer Products	0.95	0.95	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	0.06	0.06	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Landscape	0.23	0.22	0.01	1.32	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	4.91	4.91	< 0.005	< 0.005	—	4.93
Total	1.24	1.22	0.01	1.32	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	4.91	4.91	< 0.005	< 0.005	—	4.93

4.3.2. Mitigated

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	5.20	5.20	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	0.32	0.32	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	5.52	5.52	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Consumer Products	5.20	5.20	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	0.32	0.32	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	5.52	5.52	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Consumer Products	0.95	0.95	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Architect Coatings	0.06	0.06	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	1.01	1.01	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.4. Water Emissions by Land Use

4.4.1. 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)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hotel	—	—	—	—	—	—	—	—	—	—	—	13.5	86.7	100	0.05	0.03	—	110
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	10.5	61.1	71.6	0.04	0.02	—	79.6
Fast Food Restaurant w/o Drive Thru	—	—	—	—	—	—	—	—	—	—	—	3.61	16.8	20.4	0.01	0.01	—	23.1
Recreational Swimming Pool	—	—	—	—	—	—	—	—	—	—	—	0.21	0.97	1.18	< 0.005	< 0.005	—	1.33
Other Non-Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Parking Lot	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
User Defined Recreational	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	27.9	166	193	0.11	0.06	—	215

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hotel	—	—	—	—	—	—	—	—	—	—	—	13.5	86.7	100	0.05	0.03	—	110
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	10.5	61.1	71.6	0.04	0.02	—	79.6
Fast Food Restaurant w/o Drive Thru	—	—	—	—	—	—	—	—	—	—	—	3.61	16.8	20.4	0.01	0.01	—	23.1
Recreational Swimming Pool	—	—	—	—	—	—	—	—	—	—	—	0.21	0.97	1.18	< 0.005	< 0.005	—	1.33
Other Non-Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Parking Lot	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
User Defined Recreational	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	27.9	166	193	0.11	0.06	—	215
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hotel	—	—	—	—	—	—	—	—	—	—	—	2.23	14.4	16.6	0.01	< 0.005	—	18.3
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	1.74	10.1	11.9	0.01	< 0.005	—	13.2
Fast Food Restaurant w/o Drive Thru	—	—	—	—	—	—	—	—	—	—	—	0.60	2.78	3.38	< 0.005	< 0.005	—	3.83

Recreational Swimming	—	—	—	—	—	—	—	—	—	—	—	0.03	0.16	0.19	< 0.005	< 0.005	—	0.22
Other Non-Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Parking Lot	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
User Defined Recreational	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	4.61	27.4	32.0	0.02	0.01	—	35.5

4.4.2. Mitigated

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)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hotel	—	—	—	—	—	—	—	—	—	—	—	13.5	86.7	100	0.05	0.03	—	110
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	10.5	61.1	71.6	0.04	0.02	—	79.6
Fast Food Restaurant w/o Drive Thru	—	—	—	—	—	—	—	—	—	—	—	3.61	16.8	20.4	0.01	0.01	—	23.1
Recreational Swimming Pool	—	—	—	—	—	—	—	—	—	—	—	0.21	0.97	1.18	< 0.005	< 0.005	—	1.33

Other Non-Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Parking Lot	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
User Defined Recreational	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	27.9	166	193	0.11	0.06	—	215
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hotel	—	—	—	—	—	—	—	—	—	—	—	13.5	86.7	100	0.05	0.03	—	110
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	10.5	61.1	71.6	0.04	0.02	—	79.6
Fast Food Restaurant w/o Drive Thru	—	—	—	—	—	—	—	—	—	—	—	3.61	16.8	20.4	0.01	0.01	—	23.1
Recreational Swimming Pool	—	—	—	—	—	—	—	—	—	—	—	0.21	0.97	1.18	< 0.005	< 0.005	—	1.33
Other Non-Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Parking Lot	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
User Defined Recreational	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	27.9	166	193	0.11	0.06	—	215
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hotel	—	—	—	—	—	—	—	—	—	—	—	2.23	14.4	16.6	0.01	< 0.005	—	18.3

Strip Mall	—	—	—	—	—	—	—	—	—	—	—	1.74	10.1	11.9	0.01	< 0.005	—	13.2
Fast Food Restaurant w/o Drive Thru	—	—	—	—	—	—	—	—	—	—	—	0.60	2.78	3.38	< 0.005	< 0.005	—	3.83
Recreational Swimming Pool	—	—	—	—	—	—	—	—	—	—	—	0.03	0.16	0.19	< 0.005	< 0.005	—	0.22
Other Non-Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Parking Lot	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
User Defined Recreational	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	4.61	27.4	32.0	0.02	0.01	—	35.5

4.5. Waste Emissions by Land Use

4.5.1. 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)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hotel	—	—	—	—	—	—	—	—	—	—	—	73.5	0.00	73.5	7.34	0.00	—	257
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	37.7	0.00	37.7	3.77	0.00	—	132

Fast Food Restaurant w/o Drive Thru	—	—	—	—	—	—	—	—	—	—	—	34.6	0.00	34.6	3.46	0.00	—	121
Recreational Swimming Pool	—	—	—	—	—	—	—	—	—	—	—	5.07	0.00	5.07	0.51	0.00	—	17.7
Other Non-Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Parking Lot	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
User Defined Recreational	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	151	0.00	151	15.1	0.00	—	528
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hotel	—	—	—	—	—	—	—	—	—	—	—	73.5	0.00	73.5	7.34	0.00	—	257
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	37.7	0.00	37.7	3.77	0.00	—	132
Fast Food Restaurant w/o Drive Thru	—	—	—	—	—	—	—	—	—	—	—	34.6	0.00	34.6	3.46	0.00	—	121
Recreational Swimming Pool	—	—	—	—	—	—	—	—	—	—	—	5.07	0.00	5.07	0.51	0.00	—	17.7
Other Non-Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00

Parking Lot	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
User Defined Recreational	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	151	0.00	151	15.1	0.00	—	528
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hotel	—	—	—	—	—	—	—	—	—	—	—	12.2	0.00	12.2	1.22	0.00	—	42.6
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	6.24	0.00	6.24	0.62	0.00	—	21.8
Fast Food Restaurant w/o Drive Thru	—	—	—	—	—	—	—	—	—	—	—	5.72	0.00	5.72	0.57	0.00	—	20.0
Recreational Swimming Pool	—	—	—	—	—	—	—	—	—	—	—	0.84	0.00	0.84	0.08	0.00	—	2.94
Other Non-Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Parking Lot	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
User Defined Recreational	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	25.0	0.00	25.0	2.50	0.00	—	87.3

4.5.2. Mitigated

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)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hotel	—	—	—	—	—	—	—	—	—	—	—	73.5	0.00	73.5	7.34	0.00	—	257
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	37.7	0.00	37.7	3.77	0.00	—	132
Fast Food Restaurant w/o Drive Thru	—	—	—	—	—	—	—	—	—	—	—	34.6	0.00	34.6	3.46	0.00	—	121
Recreational Swimming Pool	—	—	—	—	—	—	—	—	—	—	—	5.07	0.00	5.07	0.51	0.00	—	17.7
Other Non-Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Parking Lot	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
User Defined Recreational	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	151	0.00	151	15.1	0.00	—	528
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hotel	—	—	—	—	—	—	—	—	—	—	—	73.5	0.00	73.5	7.34	0.00	—	257
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	37.7	0.00	37.7	3.77	0.00	—	132
Fast Food Restaurant w/o Drive Thru	—	—	—	—	—	—	—	—	—	—	—	34.6	0.00	34.6	3.46	0.00	—	121

Recreational	—	—	—	—	—	—	—	—	—	—	—	5.07	0.00	5.07	0.51	0.00	—	17.7
Other Non-Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Parking Lot	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
User Defined Recreational	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	151	0.00	151	15.1	0.00	—	528
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hotel	—	—	—	—	—	—	—	—	—	—	—	12.2	0.00	12.2	1.22	0.00	—	42.6
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	6.24	0.00	6.24	0.62	0.00	—	21.8
Fast Food Restaurant w/o Drive Thru	—	—	—	—	—	—	—	—	—	—	—	5.72	0.00	5.72	0.57	0.00	—	20.0
Recreational Swimming Pool	—	—	—	—	—	—	—	—	—	—	—	0.84	0.00	0.84	0.08	0.00	—	2.94
Other Non-Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Parking Lot	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
User Defined Recreational	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	25.0	0.00	25.0	2.50	0.00	—	87.3

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)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hotel	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	266	266
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.41	0.41
Fast Food Restaurant w/o Drive Thru	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	8.71	8.71
Recreational Swimming Pool	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.01	0.01
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	275	275
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hotel	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	266	266
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.41	0.41
Fast Food Restaurant w/o Drive Thru	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	8.71	8.71

Recreational Swimmi Pool	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.01	0.01
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	275	275
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hotel	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	44.0	44.0
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.07	0.07
Fast Food Restaurant w/o Drive Thru	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	1.44	1.44
Recreational Swimming Pool	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	< 0.005	< 0.005
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	45.5	45.5

4.6.2. Mitigated

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)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hotel	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	266	266
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.41	0.41
Fast Food Restaurant w/o Drive Thru	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	8.71	8.71

Recreati Swimming Pool	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.01	0.01
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	275	275
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hotel	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	266	266
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.41	0.41
Fast Food Restaurant w/o Drive Thru	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	8.71	8.71
Recreational Swimming Pool	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.01	0.01
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	275	275
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hotel	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	44.0	44.0
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.07	0.07
Fast Food Restaurant w/o Drive Thru	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	1.44	1.44
Recreational Swimming Pool	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	< 0.005	< 0.005
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	45.5	45.5

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	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.7.2. Mitigated

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	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.8.2. Mitigated

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	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.9.2. Mitigated

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	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

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
Hotel	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Strip Mall	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Fast Food Restaurant w/o Drive Thru	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Recreational Swimming Pool	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other Non-Asphalt Surfaces	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Parking Lot	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Strip Mall	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Parking Lot	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
User Defined Recreational	8,149	8,149	8,149	2,974,385	79,208	79,208	79,208	28,911,022

5.9.2. Mitigated

Land Use Type	Trips/Weekday	Trips/Saturday	Trips/Sunday	Trips/Year	VMT/Weekday	VMT/Saturday	VMT/Sunday	VMT/Year
Hotel	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Strip Mall	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Fast Food Restaurant w/o Drive Thru	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Recreational Swimming Pool	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other Non-Asphalt Surfaces	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Parking Lot	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Strip Mall	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Parking Lot	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
User Defined Recreational	8,149	8,149	8,149	2,974,385	79,208	79,208	79,208	28,911,022

5.10. Operational Area Sources

5.10.1. Hearths

5.10.1.1. Unmitigated

5.10.1.2. Mitigated

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	363,216	121,072	10,160

5.10.3. Landscape Equipment

Season	Unit	Value
Snow Days	day/yr	0.00
Summer Days	day/yr	250

5.10.4. Landscape Equipment - Mitigated

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)
Hotel	2,712,768	532	0.0330	0.0040	5,077,984
Strip Mall	195,150	532	0.0330	0.0040	118,264
Fast Food Restaurant w/o Drive Thru	195,356	532	0.0330	0.0040	636,603
Recreational Swimming Pool	0.00	532	0.0330	0.0040	0.00
Other Non-Asphalt Surfaces	0.00	532	0.0330	0.0040	0.00
Parking Lot	46,270	532	0.0330	0.0040	0.00
Strip Mall	452,494	532	0.0330	0.0040	274,217
Parking Lot	76,317	532	0.0330	0.0040	0.00
User Defined Recreational	0.00	532	0.0330	0.0040	0.00

5.11.2. Mitigated

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)
Hotel	2,712,768	532	0.0330	0.0040	5,077,984
Strip Mall	195,150	532	0.0330	0.0040	118,264
Fast Food Restaurant w/o Drive Thru	195,356	532	0.0330	0.0040	636,603

Recreational Swimming Pool	0.00	532	0.0330	0.0040	0.00
Other Non-Asphalt Surfaces	0.00	532	0.0330	0.0040	0.00
Parking Lot	46,270	532	0.0330	0.0040	0.00
Strip Mall	452,494	532	0.0330	0.0040	274,217
Parking Lot	76,317	532	0.0330	0.0040	0.00
User Defined Recreational	0.00	532	0.0330	0.0040	0.00

5.12. Operational Water and Wastewater Consumption

5.12.1. Unmitigated

Land Use	Indoor Water (gal/year)	Outdoor Water (gal/year)
Hotel	6,316,326	3,109,860
Strip Mall	1,485,895	0.00
Fast Food Restaurant w/o Drive Thru	1,690,683	0.00
Recreational Swimming Pool	97,586	0.00
Other Non-Asphalt Surfaces	0.00	0.00
Parking Lot	0.00	0.00
Strip Mall	3,445,113	1,572,063
Parking Lot	0.00	0.00
User Defined Recreational	0.00	0.00

5.12.2. Mitigated

Land Use	Indoor Water (gal/year)	Outdoor Water (gal/year)
Hotel	6,316,326	3,109,860
Strip Mall	1,485,895	0.00
Fast Food Restaurant w/o Drive Thru	1,690,683	0.00
Recreational Swimming Pool	97,586	0.00
Other Non-Asphalt Surfaces	0.00	0.00

Parking Lot	0.00	0.00
Strip Mall	3,445,113	1,572,063
Parking Lot	0.00	0.00
User Defined Recreational	0.00	0.00

5.13. Operational Waste Generation

5.13.1. Unmitigated

Land Use	Waste (ton/year)	Cogeneration (kWh/year)
Hotel	136	—
Strip Mall	21.1	—
Fast Food Restaurant w/o Drive Thru	64.2	—
Recreational Swimming Pool	9.40	—
Other Non-Asphalt Surfaces	0.00	—
Parking Lot	0.00	—
Strip Mall	48.8	—
Parking Lot	0.00	—
User Defined Recreational	0.00	—

5.13.2. Mitigated

Land Use	Waste (ton/year)	Cogeneration (kWh/year)
Hotel	136	—
Strip Mall	21.1	—
Fast Food Restaurant w/o Drive Thru	64.2	—
Recreational Swimming Pool	9.40	—
Other Non-Asphalt Surfaces	0.00	—
Parking Lot	0.00	—
Strip Mall	48.8	—

Parking Lot	0.00	—
User Defined Recreational	0.00	—

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
Hotel	Household refrigerators and/or freezers	R-134a	1,430	0.00	0.60	0.00	1.00
Hotel	Other commercial A/C and heat pumps	R-410A	2,088	1.80	4.00	4.00	18.0
Hotel	Walk-in refrigerators and freezers	R-404A	3,922	< 0.005	7.50	7.50	20.0
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
Fast Food Restaurant w/o Drive Thru	Household refrigerators and/or freezers	R-134a	1,430	0.00	0.60	0.00	1.00
Fast Food Restaurant w/o Drive Thru	Other commercial A/C and heat pumps	R-410A	2,088	1.80	4.00	4.00	18.0
Fast Food Restaurant w/o Drive Thru	Walk-in refrigerators and freezers	R-404A	3,922	< 0.005	7.50	7.50	20.0
Recreational Swimming Pool	Other commercial A/C and heat pumps	R-410A	2,088	< 0.005	4.00	4.00	18.0
Recreational Swimming Pool	Stand-alone retail refrigerators and freezers	R-134a	1,430	0.04	1.00	0.00	1.00

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

5.14.2. Mitigated

Land Use Type	Equipment Type	Refrigerant	GWP	Quantity (kg)	Operations Leak Rate	Service Leak Rate	Times Serviced
Hotel	Household refrigerators and/or freezers	R-134a	1,430	0.00	0.60	0.00	1.00
Hotel	Other commercial A/C and heat pumps	R-410A	2,088	1.80	4.00	4.00	18.0
Hotel	Walk-in refrigerators and freezers	R-404A	3,922	< 0.005	7.50	7.50	20.0
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
Fast Food Restaurant w/o Drive Thru	Household refrigerators and/or freezers	R-134a	1,430	0.00	0.60	0.00	1.00
Fast Food Restaurant w/o Drive Thru	Other commercial A/C and heat pumps	R-410A	2,088	1.80	4.00	4.00	18.0
Fast Food Restaurant w/o Drive Thru	Walk-in refrigerators and freezers	R-404A	3,922	< 0.005	7.50	7.50	20.0
Recreational Swimming Pool	Other commercial A/C and heat pumps	R-410A	2,088	< 0.005	4.00	4.00	18.0

Recreational Swimming Pool	Stand-alone retail refrigerators and freezers	R-134a	1,430	0.04	1.00	0.00	1.00
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

5.15.2. Mitigated

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

8. User Changes to Default Data

Screen	Justification
Land Use	See Project Description
Operations: Vehicle Data	Based on average daily vehicle trips for approved uses and average travel distance from ORSC EIR. Proposed project trips reflect typical weekday ADT with a stadium event - the maximum ADT across all three traffic scenarios: typical weekday with stadium event, Saturday with one tournament and no stadium event, and Saturday with stadium event and no tournament.
Operations: Architectural Coatings	South Coast AQMD Rule 1113
Operations: Landscape Equipment	Compliance with Mitigation Measure AQ-2 for all electric landscaping equipment
Operations: Water and Waste Water	Assume 100% aerobc treatment; ORSC EIR water consumption rates.
Operations: Fleet Mix	Based on average fleet mix from ORSC EIR.

ORSC Operations Average Day Scenario Detailed Report

Table of Contents

1. Basic Project Information

1.1. Basic Project Information

1.2. Land Use Types

1.3. User-Selected Emission Reduction Measures by Emissions Sector

2. Emissions Summary

2.4. Operations Emissions Compared Against Thresholds

2.5. Operations Emissions by Sector, Unmitigated

2.6. Operations Emissions by Sector, Mitigated

4. Operations Emissions Details

4.1. Mobile Emissions by Land Use

4.1.1. Unmitigated

4.1.2. Mitigated

4.2. Energy

4.2.1. Electricity Emissions By Land Use - Unmitigated

4.2.2. Electricity Emissions By Land Use - Mitigated

4.2.3. Natural Gas Emissions By Land Use - Unmitigated

4.2.4. Natural Gas Emissions By Land Use - Mitigated

4.3. Area Emissions by Source

4.3.1. Unmitigated

4.3.2. Mitigated

4.4. Water Emissions by Land Use

4.4.1. Unmitigated

4.4.2. Mitigated

4.5. Waste Emissions by Land Use

4.5.1. Unmitigated

4.5.2. Mitigated

4.6. Refrigerant Emissions by Land Use

4.6.1. Unmitigated

4.6.2. Mitigated

4.7. Offroad Emissions By Equipment Type

4.7.1. Unmitigated

4.7.2. Mitigated

4.8. Stationary Emissions By Equipment Type

4.8.1. Unmitigated

4.8.2. Mitigated

4.9. User Defined Emissions By Equipment Type

4.9.1. Unmitigated

4.9.2. Mitigated

4.10. Soil Carbon Accumulation By Vegetation Type

4.10.1. Soil Carbon Accumulation By Vegetation Type - Unmitigated

4.10.2. Above and Belowground Carbon Accumulation by Land Use Type - Unmitigated

4.10.3. Avoided and Sequestered Emissions by Species - Unmitigated

4.10.4. Soil Carbon Accumulation By Vegetation Type - Mitigated

4.10.5. Above and Belowground Carbon Accumulation by Land Use Type - Mitigated

4.10.6. Avoided and Sequestered Emissions by Species - Mitigated

5. Activity Data

5.9. Operational Mobile Sources

5.9.1. Unmitigated

5.9.2. Mitigated

5.10. Operational Area Sources

5.10.1. Hearths

5.10.1.1. Unmitigated

5.10.1.2. Mitigated

5.10.2. Architectural Coatings

5.10.3. Landscape Equipment

5.10.4. Landscape Equipment - Mitigated

5.11. Operational Energy Consumption

5.11.1. Unmitigated

5.11.2. Mitigated

5.12. Operational Water and Wastewater Consumption

5.12.1. Unmitigated

5.12.2. Mitigated

5.13. Operational Waste Generation

5.13.1. Unmitigated

5.13.2. Mitigated

5.14. Operational Refrigeration and Air Conditioning Equipment

5.14.1. Unmitigated

5.14.2. Mitigated

5.15. Operational Off-Road Equipment

5.15.1. Unmitigated

5.15.2. Mitigated

5.16. Stationary Sources

5.16.1. Emergency Generators and Fire Pumps

5.16.2. Process Boilers

5.17. User Defined

5.18. Vegetation

5.18.1. Land Use Change

5.18.1.1. Unmitigated

5.18.1.2. Mitigated

5.18.1. Biomass Cover Type

5.18.1.1. Unmitigated

5.18.1.2. Mitigated

5.18.2. Sequestration

5.18.2.1. Unmitigated

5.18.2.2. Mitigated

6. Climate Risk Detailed Report

6.1. Climate Risk Summary

6.2. Initial Climate Risk Scores

6.3. Adjusted Climate Risk Scores

6.4. Climate Risk Reduction Measures

7. Health and Equity Details

7.1. CalEnviroScreen 4.0 Scores

7.2. Healthy Places Index Scores

7.3. Overall Health & Equity Scores

7.4. Health & Equity Measures

7.5. Evaluation Scorecard

7.6. Health & Equity Custom Measures

8. User Changes to Default Data

1. Basic Project Information

1.1. Basic Project Information

Data Field	Value
Project Name	ORSC Operations Average Day Scenario
Operational Year	2027
Lead Agency	—
Land Use Scale	Project/site
Analysis Level for Defaults	County
Windspeed (m/s)	2.60
Precipitation (days)	9.20
Location	34.016438324398166, -117.6079135785921
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	2022.1.1.30

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	45.0	1000sqft	5.06	45,000	0.00	0.00	—	PA 2 Retail / Commercial, East

Parking Lot	1,500	Space	14.6	0.00	46,174	0.00	—	PA 2 Surface Parking, East
Strip Mall	21.0	1000sqft	2.17	21,000	73,525	0.00	—	PA 3 Stadium Retail / Commercial
Hotel	100	Room	2.41	70,000	34,980	0.00	—	PA 3 Hotel
Strip Mall	114	1000sqft	6.54	114,000	170,882	0.00	—	PA 4 Stadium Retail / Commercial
Parking Lot	250	Space	2.00	0.00	0.00	0.00	—	PA 4 Surface Parking, South
User Defined Recreational	1.00	User Defined Unit	0.00	0.00	0.00	0.00	—	Total Project Vehicle Trips

1.3. User-Selected Emission Reduction Measures by Emissions Sector

Sector	#	Measure Title
Area Sources	LL-1	Replace Gas Powered Landscape Equipment with Zero-Emission Landscape Equipment

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.	39.0	36.7	14.3	266	0.53	0.34	54.7	55.1	0.32	13.8	14.1	158	58,243	58,401	18.5	1.63	276	59,624
Mit.	37.1	34.9	14.2	255	0.53	0.32	54.7	55.0	0.30	13.8	14.1	158	58,207	58,364	18.5	1.63	276	59,587
% Reduced	5%	5%	1%	4%	—	6%	—	< 0.5%	5%	—	< 0.5%	—	< 0.5%	< 0.5%	< 0.5%	—	—	< 0.5%
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

983

Unmit.	35.5	33.3	15.5	215	0.48	0.32	54.7	55.0	0.30	13.8	14.1	158	53,963	54,120	18.6	1.72	115	55,212
Mit.	35.5	33.3	15.5	215	0.48	0.32	54.7	55.0	0.30	13.8	14.1	158	53,963	54,120	18.6	1.72	115	55,212
% Reduced	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	36.6	34.2	15.9	230	0.49	0.33	54.4	54.7	0.31	13.7	14.1	158	54,654	54,811	18.6	1.74	182	55,977
Mit.	35.3	33.0	15.9	222	0.49	0.32	54.4	54.7	0.30	13.7	14.0	158	54,629	54,787	18.6	1.74	182	55,953
% Reduced	4%	4%	< 0.5%	3%	—	4%	—	< 0.5%	3%	—	< 0.5%	—	< 0.5%	< 0.5%	—	—	—	< 0.5%
Annual (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	6.68	6.25	2.91	42.0	0.09	0.06	9.93	9.99	0.06	2.51	2.56	26.1	9,049	9,075	3.08	0.29	30.2	9,268
Mit.	6.44	6.03	2.90	40.6	0.09	0.06	9.93	9.98	0.05	2.51	2.56	26.1	9,044	9,071	3.08	0.29	30.2	9,264
% Reduced	4%	4%	< 0.5%	3%	< 0.5%	4%	—	< 0.5%	3%	—	< 0.5%	—	< 0.5%	< 0.5%	< 0.5%	< 0.5%	—	< 0.5%

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	30.1	27.9	13.4	254	0.52	0.26	54.7	55.0	0.24	13.8	14.1	—	52,821	52,821	2.20	1.52	166	53,496
Area	8.88	8.73	0.09	10.9	< 0.005	0.02	—	0.02	0.01	—	0.01	—	44.7	44.7	< 0.005	< 0.005	—	44.9
Energy	0.09	0.05	0.85	0.71	0.01	0.06	—	0.06	0.06	—	0.06	—	5,248	5,248	0.41	0.04	—	5,271
Water	—	—	—	—	—	—	—	—	—	—	—	26.4	128	155	2.72	0.07	—	242
Waste	—	—	—	—	—	—	—	—	—	—	—	131	0.00	131	13.1	0.00	—	460
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	111	111
Total	39.0	36.7	14.3	266	0.53	0.34	54.7	55.1	0.32	13.8	14.1	158	58,243	58,401	18.5	1.63	276	59,624

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	28.5	26.3	14.7	214	0.48	0.26	54.7	55.0	0.24	13.8	14.1	—	48,586	48,586	2.32	1.61	4.30	49,129
Area	6.94	6.94	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Energy	0.09	0.05	0.85	0.71	0.01	0.06	—	0.06	0.06	—	0.06	—	5,248	5,248	0.41	0.04	—	5,271
Water	—	—	—	—	—	—	—	—	—	—	—	26.4	128	155	2.72	0.07	—	242
Waste	—	—	—	—	—	—	—	—	—	—	—	131	0.00	131	13.1	0.00	—	460
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	111	111
Total	35.5	33.3	15.5	215	0.48	0.32	54.7	55.0	0.30	13.8	14.1	158	53,963	54,120	18.6	1.72	115	55,212
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	28.2	26.0	15.0	222	0.49	0.26	54.4	54.6	0.24	13.7	14.0	—	49,246	49,246	2.32	1.64	71.6	49,864
Area	8.27	8.17	0.06	7.45	< 0.005	0.01	—	0.01	0.01	—	0.01	—	30.6	30.6	< 0.005	< 0.005	—	30.7
Energy	0.09	0.05	0.85	0.71	0.01	0.06	—	0.06	0.06	—	0.06	—	5,248	5,248	0.41	0.04	—	5,271
Water	—	—	—	—	—	—	—	—	—	—	—	26.4	128	155	2.72	0.07	—	242
Waste	—	—	—	—	—	—	—	—	—	—	—	131	0.00	131	13.1	0.00	—	460
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	111	111
Total	36.6	34.2	15.9	230	0.49	0.33	54.4	54.7	0.31	13.7	14.1	158	54,654	54,811	18.6	1.74	182	55,977
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	5.15	4.75	2.74	40.5	0.09	0.05	9.93	9.97	0.04	2.51	2.55	—	8,153	8,153	0.38	0.27	11.8	8,256
Area	1.51	1.49	0.01	1.36	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	5.07	5.07	< 0.005	< 0.005	—	5.09
Energy	0.02	0.01	0.15	0.13	< 0.005	0.01	—	0.01	0.01	—	0.01	—	869	869	0.07	0.01	—	873
Water	—	—	—	—	—	—	—	—	—	—	—	4.38	21.3	25.6	0.45	0.01	—	40.1
Waste	—	—	—	—	—	—	—	—	—	—	—	21.7	0.00	21.7	2.17	0.00	—	76.1
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	18.3	18.3
Total	6.68	6.25	2.91	42.0	0.09	0.06	9.93	9.99	0.06	2.51	2.56	26.1	9,049	9,075	3.08	0.29	30.2	9,268

2.6. Operations Emissions by Sector, Mitigated

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	30.1	27.9	13.4	254	0.52	0.26	54.7	55.0	0.24	13.8	14.1	—	52,821	52,821	2.20	1.52	166	53,496
Area	6.94	6.94	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Energy	0.09	0.05	0.85	0.71	0.01	0.06	—	0.06	0.06	—	0.06	—	5,257	5,257	0.41	0.04	—	5,279
Water	—	—	—	—	—	—	—	—	—	—	—	26.4	128	155	2.72	0.07	—	242
Waste	—	—	—	—	—	—	—	—	—	—	—	131	0.00	131	13.1	0.00	—	460
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	111	111
Total	37.1	34.9	14.2	255	0.53	0.32	54.7	55.0	0.30	13.8	14.1	158	58,207	58,364	18.5	1.63	276	59,587
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	28.5	26.3	14.7	214	0.48	0.26	54.7	55.0	0.24	13.8	14.1	—	48,586	48,586	2.32	1.61	4.30	49,129
Area	6.94	6.94	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Energy	0.09	0.05	0.85	0.71	0.01	0.06	—	0.06	0.06	—	0.06	—	5,248	5,248	0.41	0.04	—	5,271
Water	—	—	—	—	—	—	—	—	—	—	—	26.4	128	155	2.72	0.07	—	242
Waste	—	—	—	—	—	—	—	—	—	—	—	131	0.00	131	13.1	0.00	—	460
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	111	111
Total	35.5	33.3	15.5	215	0.48	0.32	54.7	55.0	0.30	13.8	14.1	158	53,963	54,120	18.6	1.72	115	55,212
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	28.2	26.0	15.0	222	0.49	0.26	54.4	54.6	0.24	13.7	14.0	—	49,246	49,246	2.32	1.64	71.6	49,864
Area	6.94	6.94	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Energy	0.09	0.05	0.85	0.71	0.01	0.06	—	0.06	0.06	—	0.06	—	5,254	5,254	0.41	0.04	—	5,276
Water	—	—	—	—	—	—	—	—	—	—	—	26.4	128	155	2.72	0.07	—	242
Waste	—	—	—	—	—	—	—	—	—	—	—	131	0.00	131	13.1	0.00	—	460
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	111	111

Total	35.3	33.0	15.9	222	0.49	0.32	54.4	54.7	0.30	13.7	14.0	158	54,629	54,787	18.6	1.74	182	55,953
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	5.15	4.75	2.74	40.5	0.09	0.05	9.93	9.97	0.04	2.51	2.55	—	8,153	8,153	0.38	0.27	11.8	8,256
Area	1.27	1.27	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Energy	0.02	0.01	0.15	0.13	< 0.005	0.01	—	0.01	0.01	—	0.01	—	870	870	0.07	0.01	—	874
Water	—	—	—	—	—	—	—	—	—	—	—	4.38	21.3	25.6	0.45	0.01	—	40.1
Waste	—	—	—	—	—	—	—	—	—	—	—	21.7	0.00	21.7	2.17	0.00	—	76.1
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	18.3	18.3
Total	6.44	6.03	2.90	40.6	0.09	0.06	9.93	9.98	0.05	2.51	2.56	26.1	9,044	9,071	3.08	0.29	30.2	9,264

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	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Parking Lot	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hotel	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
User Defined Recreational	30.1	27.9	13.4	254	0.52	0.26	54.7	55.0	0.24	13.8	14.1	—	52,821	52,821	2.20	1.52	166	53,496
Total	30.1	27.9	13.4	254	0.52	0.26	54.7	55.0	0.24	13.8	14.1	—	52,821	52,821	2.20	1.52	166	53,496

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Strip Mall	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Parking Lot	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hotel	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
User Defined Recreational	28.5	26.3	14.7	214	0.48	0.26	54.7	55.0	0.24	13.8	14.1	—	48,586	48,586	2.32	1.61	4.30	49,129
Total	28.5	26.3	14.7	214	0.48	0.26	54.7	55.0	0.24	13.8	14.1	—	48,586	48,586	2.32	1.61	4.30	49,129
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Strip Mall	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Parking Lot	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hotel	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
User Defined Recreational	5.15	4.75	2.74	40.5	0.09	0.05	9.93	9.97	0.04	2.51	2.55	—	8,153	8,153	0.38	0.27	11.8	8,256
Total	5.15	4.75	2.74	40.5	0.09	0.05	9.93	9.97	0.04	2.51	2.55	—	8,153	8,153	0.38	0.27	11.8	8,256

4.1.2. Mitigated

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	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Parking Lot	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

Hotel	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
User Defined Recreational	30.1	27.9	13.4	254	0.52	0.26	54.7	55.0	0.24	13.8	14.1	—	52,821	52,821	2.20	1.52	166	53,496
Total	30.1	27.9	13.4	254	0.52	0.26	54.7	55.0	0.24	13.8	14.1	—	52,821	52,821	2.20	1.52	166	53,496
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Strip Mall	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Parking Lot	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hotel	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
User Defined Recreational	28.5	26.3	14.7	214	0.48	0.26	54.7	55.0	0.24	13.8	14.1	—	48,586	48,586	2.32	1.61	4.30	49,129
Total	28.5	26.3	14.7	214	0.48	0.26	54.7	55.0	0.24	13.8	14.1	—	48,586	48,586	2.32	1.61	4.30	49,129
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Strip Mall	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Parking Lot	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hotel	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
User Defined Recreational	5.15	4.75	2.74	40.5	0.09	0.05	9.93	9.97	0.04	2.51	2.55	—	8,153	8,153	0.38	0.27	11.8	8,256
Total	5.15	4.75	2.74	40.5	0.09	0.05	9.93	9.97	0.04	2.51	2.55	—	8,153	8,153	0.38	0.27	11.8	8,256

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	—	—	—	—	—	—	—	—	—	—	—	—	2,120	2,120	0.16	0.02	—	2,130
Parking Lot	—	—	—	—	—	—	—	—	—	—	—	—	765	765	0.06	0.01	—	769
Hotel	—	—	—	—	—	—	—	—	—	—	—	—	1,353	1,353	0.10	0.01	—	1,359
User Defined Recreational	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	—	4,238	4,238	0.32	0.04	—	4,258
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	—	2,120	2,120	0.16	0.02	—	2,130
Parking Lot	—	—	—	—	—	—	—	—	—	—	—	—	765	765	0.06	0.01	—	769
Hotel	—	—	—	—	—	—	—	—	—	—	—	—	1,353	1,353	0.10	0.01	—	1,359
User Defined Recreational	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	—	4,238	4,238	0.32	0.04	—	4,258
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	—	351	351	0.03	< 0.005	—	353
Parking Lot	—	—	—	—	—	—	—	—	—	—	—	—	127	127	0.01	< 0.005	—	127
Hotel	—	—	—	—	—	—	—	—	—	—	—	—	224	224	0.02	< 0.005	—	225
User Defined Recreational	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00

Total	—	—	—	—	—	—	—	—	—	—	—	—	702	702	0.05	0.01	—	705

4.2.2. Electricity Emissions By Land Use - Mitigated

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	—	—	—	—	—	—	—	—	—	—	—	—	2,127	2,127	0.16	0.02	—	2,136
Parking Lot	—	—	—	—	—	—	—	—	—	—	—	—	765	765	0.06	0.01	—	769
Hotel	—	—	—	—	—	—	—	—	—	—	—	—	1,355	1,355	0.10	0.01	—	1,361
User Defined Recreational	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	—	4,247	4,247	0.32	0.04	—	4,266
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	—	2,120	2,120	0.16	0.02	—	2,130
Parking Lot	—	—	—	—	—	—	—	—	—	—	—	—	765	765	0.06	0.01	—	769
Hotel	—	—	—	—	—	—	—	—	—	—	—	—	1,353	1,353	0.10	0.01	—	1,359
User Defined Recreational	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	—	4,238	4,238	0.32	0.04	—	4,258
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	—	352	352	0.03	< 0.005	—	353

Parking Lot	—	—	—	—	—	—	—	—	—	—	—	—	127	127	0.01	< 0.005	—	127
Hotel	—	—	—	—	—	—	—	—	—	—	—	—	224	224	0.02	< 0.005	—	225
User Defined Recreational	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	—	703	703	0.05	0.01	—	706

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	0.03	0.02	0.29	0.24	< 0.005	0.02	—	0.02	0.02	—	0.02	—	340	340	0.03	< 0.005	—	341
Parking Lot	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Hotel	0.06	0.03	0.56	0.47	< 0.005	0.04	—	0.04	0.04	—	0.04	—	670	670	0.06	< 0.005	—	672
User Defined Recreational	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	0.09	0.05	0.85	0.71	0.01	0.06	—	0.06	0.06	—	0.06	—	1,010	1,010	0.09	< 0.005	—	1,013
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Strip Mall	0.03	0.02	0.29	0.24	< 0.005	0.02	—	0.02	0.02	—	0.02	—	340	340	0.03	< 0.005	—	341
Parking Lot	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Hotel	0.06	0.03	0.56	0.47	< 0.005	0.04	—	0.04	0.04	—	0.04	—	670	670	0.06	< 0.005	—	672

User Defined Recreational	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	0.09	0.05	0.85	0.71	0.01	0.06	—	0.06	0.06	—	0.06	—	1,010	1,010	0.09	< 0.005	—	1,013
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Strip Mall	0.01	< 0.005	0.05	0.04	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	56.3	56.3	< 0.005	< 0.005	—	56.5
Parking Lot	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Hotel	0.01	0.01	0.10	0.09	< 0.005	0.01	—	0.01	0.01	—	0.01	—	111	111	0.01	< 0.005	—	111
User Defined Recreational	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	0.02	0.01	0.15	0.13	< 0.005	0.01	—	0.01	0.01	—	0.01	—	167	167	0.01	< 0.005	—	168

4.2.4. Natural Gas Emissions By Land Use - Mitigated

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	0.03	0.02	0.29	0.24	< 0.005	0.02	—	0.02	0.02	—	0.02	—	340	340	0.03	< 0.005	—	341
Parking Lot	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Hotel	0.06	0.03	0.56	0.47	< 0.005	0.04	—	0.04	0.04	—	0.04	—	670	670	0.06	< 0.005	—	672
User Defined Recreational	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	0.09	0.05	0.85	0.71	0.01	0.06	—	0.06	0.06	—	0.06	—	1,010	1,010	0.09	< 0.005	—	1,013
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Strip Mall	0.03	0.02	0.29	0.24	< 0.005	0.02	—	0.02	0.02	—	0.02	—	340	340	0.03	< 0.005	—	341
Parking Lot	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Hotel	0.06	0.03	0.56	0.47	< 0.005	0.04	—	0.04	0.04	—	0.04	—	670	670	0.06	< 0.005	—	672
User Defined Recreational	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	0.09	0.05	0.85	0.71	0.01	0.06	—	0.06	0.06	—	0.06	—	1,010	1,010	0.09	< 0.005	—	1,013
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Strip Mall	0.01	< 0.005	0.05	0.04	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	56.3	56.3	< 0.005	< 0.005	—	56.5
Parking Lot	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Hotel	0.01	0.01	0.10	0.09	< 0.005	0.01	—	0.01	0.01	—	0.01	—	111	111	0.01	< 0.005	—	111
User Defined Recreational	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	0.02	0.01	0.15	0.13	< 0.005	0.01	—	0.01	0.01	—	0.01	—	167	167	0.01	< 0.005	—	168

4.3. Area Emissions by Source

4.3.1. 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	5.41	5.41	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Architectural Coating	1.54	1.54	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Landscape Equipment	1.93	1.79	0.09	10.9	< 0.005	0.02	—	0.02	0.01	—	0.01	—	44.7	44.7	< 0.005	< 0.005	—	44.9
Total	8.88	8.73	0.09	10.9	< 0.005	0.02	—	0.02	0.01	—	0.01	—	44.7	44.7	< 0.005	< 0.005	—	44.9
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Consumer Products	5.41	5.41	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	1.54	1.54	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	6.94	6.94	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Consumer Products	0.99	0.99	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	0.28	0.28	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Landscape Equipment	0.24	0.22	0.01	1.36	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	5.07	5.07	< 0.005	< 0.005	—	5.09
Total	1.51	1.49	0.01	1.36	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	5.07	5.07	< 0.005	< 0.005	—	5.09

4.3.2. Mitigated

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	5.41	5.41	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	1.54	1.54	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	6.94	6.94	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Consumer Products	5.41	5.41	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	1.54	1.54	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	6.94	6.94	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Consumer Products	0.99	0.99	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	0.28	0.28	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	1.27	1.27	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.4. Water Emissions by Land Use

4.4.1. 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	—	—	—	—	—	—	—	—	—	—	—	17.3	87.1	104	1.78	0.04	—	162
Parking Lot	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Hotel	—	—	—	—	—	—	—	—	—	—	—	9.09	41.3	50.4	0.94	0.02	—	80.5
User Defined Recreational	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	26.4	128	155	2.72	0.07	—	242
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	17.3	87.1	104	1.78	0.04	—	162
Parking Lot	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Hotel	—	—	—	—	—	—	—	—	—	—	—	9.09	41.3	50.4	0.94	0.02	—	80.5
User Defined Recreational	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	26.4	128	155	2.72	0.07	—	242
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	2.87	14.4	17.3	0.30	0.01	—	26.8

Parking Lot	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Hotel	—	—	—	—	—	—	—	—	—	—	—	1.51	6.84	8.34	0.15	< 0.005	—	13.3
User Defined Recreational	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	4.38	21.3	25.6	0.45	0.01	—	40.1

4.4.2. Mitigated

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	—	—	—	—	—	—	—	—	—	—	—	17.3	87.1	104	1.78	0.04	—	162
Parking Lot	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Hotel	—	—	—	—	—	—	—	—	—	—	—	9.09	41.3	50.4	0.94	0.02	—	80.5
User Defined Recreational	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	26.4	128	155	2.72	0.07	—	242
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	17.3	87.1	104	1.78	0.04	—	162
Parking Lot	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Hotel	—	—	—	—	—	—	—	—	—	—	—	9.09	41.3	50.4	0.94	0.02	—	80.5

User Defined Recreational	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	26.4	128	155	2.72	0.07	—	242
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	2.87	14.4	17.3	0.30	0.01	—	26.8
Parking Lot	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Hotel	—	—	—	—	—	—	—	—	—	—	—	1.51	6.84	8.34	0.15	< 0.005	—	13.3
User Defined Recreational	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	4.38	21.3	25.6	0.45	0.01	—	40.1

4.5. Waste Emissions by Land Use

4.5.1. 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	—	—	—	—	—	—	—	—	—	—	—	102	0.00	102	10.2	0.00	—	356
Parking Lot	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Hotel	—	—	—	—	—	—	—	—	—	—	—	29.5	0.00	29.5	2.95	0.00	—	103
User Defined Recreational	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	131	0.00	131	13.1	0.00	—	460

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	102	0.00	102	10.2	0.00	—	356
Parking Lot	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Hotel	—	—	—	—	—	—	—	—	—	—	—	29.5	0.00	29.5	2.95	0.00	—	103
User Defined Recreational	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	131	0.00	131	13.1	0.00	—	460
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	16.9	0.00	16.9	1.69	0.00	—	59.0
Parking Lot	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Hotel	—	—	—	—	—	—	—	—	—	—	—	4.89	0.00	4.89	0.49	0.00	—	17.1
User Defined Recreational	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	21.7	0.00	21.7	2.17	0.00	—	76.1

4.5.2. Mitigated

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	—	—	—	—	—	—	—	—	—	—	—	102	0.00	102	10.2	0.00	—	356
Parking Lot	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00

Hotel	—	—	—	—	—	—	—	—	—	—	—	29.5	0.00	29.5	2.95	0.00	—	103
User Defined Recreational	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	131	0.00	131	13.1	0.00	—	460
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	102	0.00	102	10.2	0.00	—	356
Parking Lot	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Hotel	—	—	—	—	—	—	—	—	—	—	—	29.5	0.00	29.5	2.95	0.00	—	103
User Defined Recreational	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	131	0.00	131	13.1	0.00	—	460
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	16.9	0.00	16.9	1.69	0.00	—	59.0
Parking Lot	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Hotel	—	—	—	—	—	—	—	—	—	—	—	4.89	0.00	4.89	0.49	0.00	—	17.1
User Defined Recreational	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	21.7	0.00	21.7	2.17	0.00	—	76.1

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)

1001

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	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	1.12	1.12
Hotel	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	109	109
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	111	111
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	1.12	1.12
Hotel	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	109	109
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	111	111
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.19	0.19
Hotel	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	18.1	18.1
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	18.3	18.3

4.6.2. Mitigated

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	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	1.12	1.12
Hotel	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	109	109
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	111	**1002**

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	1.12	1.12
Hotel	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	109	109
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	111	111
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.19	0.19
Hotel	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	18.1	18.1
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	18.3	18.3

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	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.7.2. Mitigated

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	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.8.2. Mitigated

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	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.9.2. Mitigated

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	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10.4. Soil Carbon Accumulation By Vegetation Type - Mitigated

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	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10.5. Above and Belowground Carbon Accumulation by Land Use Type - Mitigated

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	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10.6. Avoided and Sequestered Emissions by Species - Mitigated

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	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Parking Lot	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Strip Mall	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Hotel	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Strip Mall	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Parking Lot	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
User Defined Recreational	8,060	8,060	8,060	2,941,900	78,343	78,343	78,343	28,595,268

5.9.2. Mitigated

Land Use Type	Trips/Weekday	Trips/Saturday	Trips/Sunday	Trips/Year	VMT/Weekday	VMT/Saturday	VMT/Sunday	VMT/Year
Strip Mall	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Parking Lot	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Strip Mall	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Hotel	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Strip Mall	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Parking Lot	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
User Defined Recreational	8,060	8,060	8,060	2,941,900	78,343	78,343	78,343	28,595,268

5.10. Operational Area Sources

5.10.1. Hearths

5.10.1.1. Unmitigated

5.10.1.2. Mitigated

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	1,500,386	496,526	211,231

5.10.3. Landscape Equipment

Season	Unit	Value
Snow Days	day/yr	0.00
Summer Days	day/yr	250

5.10.4. Landscape Equipment - Mitigated

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	437,775	442	0.0330	0.0040	265,297
Parking Lot	555,589	442	0.0330	0.0040	0.00
Strip Mall	204,295	442	0.0330	0.0040	123,805

Hotel	1,117,022	442	0.0330	0.0040	2,090,935
Strip Mall	1,109,030	442	0.0330	0.0040	672,086
Parking Lot	76,317	442	0.0330	0.0040	0.00
User Defined Recreational	0.00	442	0.0330	0.0040	0.00

5.11.2. Mitigated

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	437,775	442	0.0330	0.0040	265,297
Parking Lot	555,589	442	0.0330	0.0040	0.00
Strip Mall	204,295	442	0.0330	0.0040	123,805
Hotel	1,117,022	442	0.0330	0.0040	2,090,935
Strip Mall	1,109,030	442	0.0330	0.0040	672,086
Parking Lot	76,317	442	0.0330	0.0040	0.00
User Defined Recreational	0.00	442	0.0330	0.0040	0.00

5.12. Operational Water and Wastewater Consumption

5.12.1. Unmitigated

Land Use	Indoor Water (gal/year)	Outdoor Water (gal/year)
Strip Mall	3,324,420	715,345
Parking Lot	0.00	0.00
Strip Mall	1,425,690	306,778
Hotel	4,745,000	340,708
Strip Mall	4,296,780	924,557
Parking Lot	0.00	0.00
User Defined Recreational	0.00	0.00

5.12.2. Mitigated

Land Use	Indoor Water (gal/year)	Outdoor Water (gal/year)
Strip Mall	3,324,420	715,345
Parking Lot	0.00	0.00
Strip Mall	1,425,690	306,778
Hotel	4,745,000	340,708
Strip Mall	4,296,780	924,557
Parking Lot	0.00	0.00
User Defined Recreational	0.00	0.00

5.13. Operational Waste Generation

5.13.1. Unmitigated

Land Use	Waste (ton/year)	Cogeneration (kWh/year)
Strip Mall	47.3	—
Parking Lot	0.00	—
Strip Mall	22.1	—
Hotel	54.8	—
Strip Mall	120	—
Parking Lot	0.00	—
User Defined Recreational	0.00	—

5.13.2. Mitigated

Land Use	Waste (ton/year)	Cogeneration (kWh/year)
Strip Mall	47.3	—
Parking Lot	0.00	—
Strip Mall	22.1	—

Hotel	54.8	—
Strip Mall	120	—
Parking Lot	0.00	—
User Defined Recreational	0.00	—

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
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
Hotel	Household refrigerators and/or freezers	R-134a	1,430	0.00	0.60	0.00	1.00
Hotel	Other commercial A/C and heat pumps	R-410A	2,088	1.80	4.00	4.00	18.0
Hotel	Walk-in refrigerators and freezers	R-404A	3,922	< 0.005	7.50	7.50	20.0
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

5.14.2. Mitigated

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
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
Hotel	Household refrigerators and/or freezers	R-134a	1,430	0.00	0.60	0.00	1.00
Hotel	Other commercial A/C and heat pumps	R-410A	2,088	1.80	4.00	4.00	18.0
Hotel	Walk-in refrigerators and freezers	R-404A	3,922	< 0.005	7.50	7.50	20.0
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

5.15.2. Mitigated

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

5.18.1.2. Mitigated

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

5.18.1.2. Mitigated

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)

5.18.2.2. Mitigated

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	20.0	annual days of extreme heat
Extreme Precipitation	3.95	annual days with precipitation above 20 mm
Sea Level Rise	—	meters of inundation depth
Wildfire	0.00	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 (Radke et al., 2017, CEC-500-2017-008), and consider inundation location and depth for the San Francisco Bay, the Sacramento-San Joaquin River Delta and California coast resulting different increments of sea level rise coupled with extreme storm events. Users may select from four scenarios to view the range in potential inundation depth for the grid cell. The four scenarios are: No rise, 0.5 meter, 1.0 meter, 1.41 meters
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	N/A	N/A	N/A	N/A
Extreme Precipitation	N/A	N/A	N/A	N/A
Sea Level Rise	N/A	N/A	N/A	N/A
Wildfire	N/A	N/A	N/A	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	N/A	N/A	N/A	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	N/A	N/A	N/A	N/A
Extreme Precipitation	N/A	N/A	N/A	N/A
Sea Level Rise	N/A	N/A	N/A	N/A
Wildfire	N/A	N/A	N/A	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	N/A	N/A	N/A	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 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	80.1
AQ-PM	95.9
AQ-DPM	61.4
Drinking Water	99.7
Lead Risk Housing	10.0
Pesticides	76.9
Toxic Releases	70.5

Traffic	12.6
Effect Indicators	—
CleanUp Sites	19.0
Groundwater	97.8
Haz Waste Facilities/Generators	63.9
Impaired Water Bodies	43.8
Solid Waste	95.7
Sensitive Population	—
Asthma	42.6
Cardio-vascular	67.7
Low Birth Weights	45.9
Socioeconomic Factor Indicators	—
Education	52.1
Housing	11.2
Linguistic	75.8
Poverty	34.7
Unemployment	49.9

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	80.61080457
Employed	84.28076479
Median HI	74.02797382
Education	—
Bachelor's or higher	64.24996792
High school enrollment	100

Preschool enrollment	21.59630438
Transportation	—
Auto Access	80.12318748
Active commuting	28.08931092
Social	—
2-parent households	68.63852175
Voting	58.7963557
Neighborhood	—
Alcohol availability	77.23598101
Park access	50.75067368
Retail density	13.56345438
Supermarket access	57.55164892
Tree canopy	14.56435262
Housing	—
Homeownership	67.43231105
Housing habitability	76.73553189
Low-inc homeowner severe housing cost burden	83.54933915
Low-inc renter severe housing cost burden	44.41165148
Uncrowded housing	60.77248813
Health Outcomes	—
Insured adults	78.89131272
Arthritis	80.8
Asthma ER Admissions	59.0
High Blood Pressure	87.7
Cancer (excluding skin)	71.8
Asthma	55.1
Coronary Heart Disease	88.8
Chronic Obstructive Pulmonary Disease	74.0

Diagnosed Diabetes	73.9
Life Expectancy at Birth	56.4
Cognitively Disabled	91.4
Physically Disabled	90.7
Heart Attack ER Admissions	29.6
Mental Health Not Good	53.9
Chronic Kidney Disease	85.5
Obesity	57.9
Pedestrian Injuries	43.5
Physical Health Not Good	62.9
Stroke	84.7
Health Risk Behaviors	—
Binge Drinking	29.5
Current Smoker	54.4
No Leisure Time for Physical Activity	61.9
Climate Change Exposures	—
Wildfire Risk	0.0
SLR Inundation Area	0.0
Children	11.1
Elderly	89.5
English Speaking	63.5
Foreign-born	35.4
Outdoor Workers	64.2
Climate Change Adaptive Capacity	—
Impervious Surface Cover	72.5
Traffic Density	14.9
Traffic Access	23.0
Other Indices	—

1023

Hardship	39.2
Other Decision Support	—
2016 Voting	78.3

7.3. Overall Health & Equity Scores

Metric	Result for Project Census Tract
CalEnviroScreen 4.0 Score for Project Location (a)	73.0
Healthy Places Index Score for Project Location (b)	70.0
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	Project Description
Operations: Vehicle Data	Based on average daily vehicle trips for approved uses and average travel distance from ORSC EIR. Approved project trips reflect typical weekday ADT with a stadium event - the maximum ADT across all three traffic scenarios: typical weekday with stadium event, Saturday with one tournament and no stadium event, and Saturday with stadium event and no tournament.
Operations: Architectural Coatings	South Coast AQMD Rule 1113

Operations: Energy Use	Stadium 19.937 kWh/SF/year estimate
Operations: Water and Waste Water	ORSC EIR water consumption rates.
Characteristics: Utility Information	SCE 2022 Sustainability Report
Operations: Fleet Mix	Based on average fleet mix from ORSC EIR.
Operations: Landscape Equipment	—

Regional Operation Emissions Worksheet

[1] CalEEMod, Version 2022.1.

Approved Project

Summer

	ROG	NOx	CO	SO2	PM10 Total	PM2.5 Total
Mobile	27.90	13.40	254.00	0.52	55.00	14.10
Area	6.94	0.00	0.00	0.00	0.00	0.00
Energy	0.05	0.85	0.71	0.01	0.06	0.06
Total	**34.89**	**14.25**	**254.71**	**0.53**	**55.06**	**14.16**

Winter

	ROG	NOx	CO	SO2	PM10 Total	PM2.5 Total
Mobile	26.30	14.70	214.00	0.48	55.00	14.10
Area	6.94	0.00	0.00	0.00	0.00	0.00
Energy	0.05	0.85	0.71	0.01	0.06	0.06
Total	**33.29**	**15.55**	**214.71**	**0.49**	**55.06**	**14.16**

Max Daily

	ROG	NOx	CO	SO2	PM10 Total	PM2.5 Total
Mobile	27.90	14.70	254.00	0.52	55.00	14.10
Area	6.94	0.00	0.00	0.00	0.00	0.00
Energy	0.05	0.85	0.71	0.01	0.06	0.06
Total	**34.89**	**15.55**	**254.71**	**0.53**	**55.06**	**14.16**
Regional Thresholds (lb/day)	**55**	**55**	**550**	**150**	**150**	**55**

Proposed Project

Summer

	ROG	NOx	CO	SO2	PM10 Total	PM2.5 Total
Mobile	28.20	13.50	257.00	0.53	55.60	14.20
Area	5.52	0.00	0.00	0.00	0.00	0.00
Energy	0.09	1.64	1.38	0.01	0.12	0.12
Total	**33.81**	**15.14**	**258.38**	**0.54**	**55.72**	**14.32**

Winter

	ROG	NOx	CO	SO2	PM10 Total	PM2.5 Total
Mobile	26.60	14.90	216.00	0.48	55.60	14.20
Area	5.52	0.00	0.00	0.00	0.00	0.00
Energy	0.09	1.64	1.38	0.01	0.12	0.12
Total	**32.21**	**16.54**	**217.38**	**0.49**	**55.72**	**14.32**

Max Daily

	ROG	NOx	CO	SO2	PM10 Total	PM2.5 Total
Mobile	28	15	257	1	56	14
Area	6	0	0	0	0	0
Energy	0	2	1	0	0	0
Total	**34**	**17**	**258**	**1**	**56**	**14**
Regional Thresholds (lb/day)	**55**	**55**	**550**	**150**	**150**	**55**
Exceeds Approved Project?	No	Yes	Yes	Yes	Yes	Yes

Regional Operation Comparison with ORSC Emissions

[1] CalEEMod, Version 2022.1.

Includes incorporation of ORSC Mitigation Measure AQ-2

Approved Project (PAs 2-4 Only)						
Maximum Daily (lbs/day)						
	ROG	**NOx**	**CO**	**SO2**	**PM10 Total**	**PM2.5 Total**
Total	35	16	255	1	55	14
Proposed Project (PAs 2-4 Only)						
Maximum Daily (lbs/day)						
	ROG	**NOx**	**CO**	**SO2**	**PM10 Total**	**PM2.5 Total**
Total	34	17	258	1	56	14
Net Change in Emissions	**-1**	**1**	**4**	**0**	**1**	**0**

Approved ORSC Project (All PAs) - Worst Case Saturday (Table 5.3-18)						
Maximum Daily (lbs/day)						
	ROG	**NOx**	**CO**	**SO2**	**PM10 Total**	**PM2.5 Total**
Total	110	46	738	2	156	40
Regional Thresholds (lb/day)	**55**	**55**	**550**	**150**	**150**	**55**
Exceeds Approved Project?	Yes	No	Yes	No	Yes	No
Proposed Project (Approved ORSC Project + Net Change) - Worst Case Saturday						
Maximum Daily (lbs/day)						
	ROG	**NOx**	**CO**	**SO2**	**PM10 Total**	**PM2.5 Total**
Total	109	47	742	2	157	40
Regional Thresholds (lb/day)	**55**	**55**	**550**	**150**	**150**	**55**
Exceeds Approved Project?	Yes	No	Yes	No	Yes	No
Change in Impact?	No	No	No	No	No	No

Approved ORSC Project (All PAs) - Average Weekday (Table 5.3-19)						
Maximum Daily (lbs/day)						
	ROG	**NOx**	**CO**	**SO2**	**PM10 Total**	**PM2.5 Total**
Total	83	34	538	1	115	30
Regional Thresholds (lb/day)	**55**	**55**	**550**	**150**	**150**	**55**
Exceeds Approved Project?	Yes	No	No	No	No	No
Proposed Project (Approved ORSC Project + Net Change) - Average Weekday						
Maximum Daily (lbs/day)						
	ROG	**NOx**	**CO**	**SO2**	**PM10 Total**	**PM2.5 Total**
Total	82	35	542	1	116	30
	76	29	480	1	100	26
Regional Thresholds (lb/day)	**55**	**55**	**550**	**150**	**150**	**55**
Exceeds Approved Project?	Yes	No	No	No	No	No
Change in Impact?	No	No	No	No	No	No

Localized (On-Site Only) Operation Comparison with ORSC Emissions

[1] CalEEMod, Version 2022.1.

Includes incorporation of ORSC Mitigation Measure AQ-2.

Approved Project (PAs 2-4 Only)				
Maximum Daily (lbs/day)				
	NOx	**CO**	**PM10 Total**	**PM2.5 Total**
Total	0.85	0.71	0.06	0.06
Proposed Project (PAs 2-4 Only)				
Maximum Daily (lbs/day)				
	NOx	**CO**	**PM10 Total**	**PM2.5 Total**
Total	1.64	1.38	0.12	0.12
Net Change in Emissions	**1**	**1**	**<1**	**<1**

Approved ORSC Project (All PAs) - Localized On-Site Emissions (Table 5.3-16)				
Maximum Daily (lbs/day)				
	NOx	**CO**	**PM10 Total**	**PM2.5 Total**
Total	4	57	<1	<1
Regional Thresholds (lb/day)	**270**	**2,193**	**4**	**2**
Exceeds Approved Project?	No	No	No	No
Proposed Project (Approved ORSC Project + Net Change) - Localized On-Site Emissions				
Maximum Daily (lbs/day)				
	NOx	**CO**	**PM10 Total**	**PM2.5 Total**
Total	5	58	<1	<1
Regional Thresholds (lb/day)	**270**	**2,193**	**4**	**2**
Exceeds Approved Project?	No	No	No	No
Change in Impact?	No	No	No	No

GHG Emissions Inventory

Approved Project

Operation[1]

	MTCO$_2$e/Year[2]	
	Operations	**%**
Mobile	8,256.00	89%
Area	0.00	0%
Energy	874.00	9%
Water	40.10	0%
Solid Waste	76.10	1%
Refrigerants	18.30	0%
	9,265	100%

Proposed Project

Operation[1]

	MTCO$_2$e/Year[2]	
	Operations	**%**
Mobile	8,347	86%
Area	0	0%
Energy	1,217	13%
Water	36	0%
Solid Waste	87	1%
Refrigerants	46	0%
	9,732	100%
Ontario CCAP GHG Efficiency Threshold (MTCO$_2$e/2,500 square feet of conditioned building space)	**8.84**	
Proposed Project GHG Efficiency Threshold (MTCO $_2$e)	**100.5**	
Exceeds Ontario CCAP GHG Efficiency Threshold?	**Yes**	

[1] CalEEMod, Version 2022.1.

[2] MTCO2e=metric tons of carbon dioxide equivalent.

Project Comparison with ORSC GHG Emissions

Approved Project (PAs 2-4 Only)

Approved Operation[1]	$MTCO_2e$/Year[2]
	Operations
Total	9,265

Proposed Project (PAs 2-4 Only)

Proposed Operation[1]	$MTCO_2e$/Year[2]
	Operations
	9,732
Net Difference in Emissions	468

Approved ORSC Project (All PAs) - Table 5.8-5

Approved Operation[1]	$MTCO_2e$/Year[2]
	Operations
Total	21,777

Proposed Project (Approved ORSC Project + Net Change)

Proposed Operation[1]	$MTCO_2e$/Year[2]
	Operations
	22,245
Exceeds No Net Increase?	Yes

[1] CalEEMod, Version 2022.1.

[2] MTCO2e=metric tons of carbon dioxide equivalent.

Attachment B – Approved Project and Proposed Project Trip Generation

					Trip Generation Rates (11th Edition)							Estimated Trip Generation (11th Edition)						
					Daily Rate	AM Peak			PM Peak			Daily Trips	AM Peak			PM Peak		
	ORSC EIR	Data Source	Quantity	Unit		Rate	%In	%Out	Rate	%In	%Out		In	Out	Total	In	Out	Total
PA 2																		
Retail	45,000 sq ft	ITE Code 821-Shopping Plaza	22.5	KSF	67.52	1.73	62%	38%	5.19	49%	51%	1519	24	15	39	58	59	117
		ITE Code 930-Fast Casual Restaurant	22.5	KSF	97.14	1.43	50%	50%	12.55	55%	45%	2186	16	17	33	155	127	282
Hotel	0																	
PA 3																		
Retail	21,000 sq ft	ITE Code 821-Shopping Plaza	10.5	KSF	67.52	1.73	62%	38%	5.19	49%	51%	709	11	7	18	27	28	55
		ITE Code 930-Fast Casual Restaurant	10.5	KSF	97.14	1.43	50%	50%	12.55	55%	45%	1020	8	8	16	72	59	131
Hotel	70,000 sq ft/100 rooms	ITE Code 310-Hotel	100	Keys	7.99	0.46	56%	44%	0.59	51%	49%	799	26	20	46	30	29	59
PA 4																		
Retail	114,000 sq ft	ITE Code 821-Shopping Plaza	7	KSF	67.52	1.73	62%	38%	5.19	49%	51%	473	8	5	13	18	19	37
		ITE Code 930-Fast Casual Restaurant	7	KSF	97.14	1.43	50%	50%	12.55	55%	45%	680	5	5	10	48	40	88
		Chicken 'n Pickle San Antonio Data	12	Courts	124.4	4.6	93%	7%	11.7	68%	32%	1493	51	4	55	95	45	140
											Lodging and Retail Total	8879	149	81	230	503	406	909
											Hotel Internalization Reduction (20% of Hotel Trips)	-160	-5	-4	-9	-6	-6	-12
											Retail Internalization Reduction (10% of Retail Trips)	-659	-7	-6	-13	-38	-33	-71
											Lodging and Retail Total Subtotal	**8060**	**137**	**71**	**208**	**459**	**367**	**826**

					Trip Generation Rates (11th Edition)							Estimated Trip Generation (11th Edition)						
					Daily Trips	AM Peak			PM Peak			Daily Trips	AM Peak			PM Peak		
	Revised	Data Source	Quantity	Unit		Rate	%In	%Out	Rate	%In	%Out		In	Out	Total	In	Out	Total
PA 2																		
Retail	35,055.44 sq ft	ITE Code 821-Shopping Plaza	17.53	KSF	67.52	1.73	62%	38%	5.19	49%	51%	1184	19	12	31	45	46	91
		ITE Code 930-Fast Casual Restaurant	17.53	KSF	97.14	1.43	50%	50%	12.55	55%	45%	1703	13	13	26	121	99	220
Hotel	249 Rooms	ITE Code 310-Hotel	249	Keys	7.99	0.46	56%	44%	0.59	51%	49%	1990	64	50	114	75	72	147
PA 3																		
Retail	10,000 sq ft	ITE Code 821-Shopping Plaza	5	KSF	67.52	1.73	62%	38%	5.19	49%	51%	338	5	4	9	13	13	26
		ITE Code 930-Fast Casual Restaurant	5	KSF	97.14	1.43	50%	50%	12.55	55%	45%	486	4	4	8	35	28	63
Hotel	0																	
PA 4																		
Retail	36,512.54 sq ft	ITE Code 821-Shopping Plaza	18.26	KSF	67.52	1.73	62%	38%	5.19	49%	51%	1233	20	13	33	46	48	94
		ITE Code 930-Fast Casual Restaurant	18.26	KSF	97.14	1.43	50%	50%	12.55	55%	45%	1774	13	14	27	126	103	229
											Lodging and Retail Total	8708	138	110	248	461	409	870
											Hotel Internalization Reduction (20% of Hotel Trips)	-398	-13	-10	-23	-15	-14	-29
											Retail Internalization Reduction (10% of Retail Trips)	-672	-7	-6	-13	-39	-34	-72
											Lodging and Retail Total Subtotal	**7638**	**118**	**94**	**212**	**407**	**361**	**769**
											PROPOSED - APPROVED (TYPICAL WEEKDAY WITH STADIUM EVENT)	***-422***	***-19***	***23***	***4***	***-52***	***-6***	***-57***

					Trip Generation Rates (11th Edition)				Estimated Trip Generation (11th Edition)			
					Daily Rate	Midday Peak Hour			Daily Trips	Midday Peak Hour		
	ORSC EIR	Data Source	Quantity	Unit		Rate	%In	%Out		In	Out	Total
PA 2												
Retail	45,000 sq ft	ITE Code 821-Shopping Plaza	22.5	KSF	81.07	6.22	52%	48%	1824	73	67	140
		ITE Code 930-Fast Casual Restaurant	22.5	KSF	97.14	32.64	55%	45%	2186	404	330	734
Hotel	0											
PA 3												
Retail	21,000 sq ft	ITE Code 821-Shopping Plaza	10.5	KSF	81.07	6.22	52%	48%	851	34	31	65
		ITE Code 930-Fast Casual Restaurant	10.5	KSF	97.14	32.64	55%	45%	1020	188	154	342
Hotel	70,000 sq ft/100 rooms	ITE Code 310-Hotel	100	Keys	8.07	0.72	56%	44%	807	40	32	72
PA 4												
Retail	114,000 sq ft	ITE Code 821-Shopping Plaza	7	KSF	81.07	6.22	52%	48%	567	23	21	44
		ITE Code 930-Fast Casual Restaurant	7	KSF	97.14	32.64	55%	45%	680	126	103	229
		Chicken 'n Pickle San Antonio Data	12	Courts	238	11.2	59%	41%	2856	79	55	134
								Lodging and Retail Total	10791	967	793	1760
								Hotel Internalization Reduction (50% of Hotel Trips)	-404	-20	-16	-36
								Retail Internalization Reduction (33% of Retail Trips)	-2352	-280	-233	-513
								Lodging and Retail Total Subtotal	**8035**	**667**	**544**	**1211**

					Trip Generation Rates (11th Edition)				Estimated Trip Generation (11th Edition)			
					Daily Trips	Midday Peak Hour			Daily Trips	Midday Peak Hour		
	Revised	Data Source	Quantity	Unit		Rate	%In	%Out		In	Out	Total
PA 2												
Retail	35,055.44 sq ft	ITE Code 821-Shopping Plaza	17.53	KSF	81.07	6.22	52%	48%	1421	57	52	109
		ITE Code 930-Fast Casual Restaurant	17.53	KSF	97.14	32.64	55%	45%	1703	315	257	572
Hotel	249 Rooms	ITE Code 310-Hotel	249	Keys	8.07	0.72	56%	44%	2009	100	79	179
PA 3												
Retail	10,000 sq ft	ITE Code 821-Shopping Plaza	5	KSF	81.07	6.22	52%	48%	405	16	15	31
		ITE Code 930-Fast Casual Restaurant	5	KSF	97.14	32.64	55%	45%	486	90	73	163
Hotel	0											
PA 4												
Retail	36,512.54 sq ft	ITE Code 821-Shopping Plaza	18.26	KSF	81.07	6.22	52%	48%	1480	59	55	114
		ITE Code 930-Fast Casual Restaurant	18.26	KSF	97.14	32.64	55%	45%	1774	328	268	596
								Lodging and Retail Total	9278	965	799	1764
								Hotel Internalization Reduction (50% of Hotel Trips)	-402	-20	-16	-36
								Retail Internalization Reduction (33% of Retail Trips)	-727	-87	-72	-159
								Lodging and Retail Total Subtotal	**8149**	**858**	**711**	**1569**
								PROPOSED - APPROVED (SATURDAY WITH ONE TOURNAMENT - NO BASEBALL STADIUM USE)	***114***	***191***	***167***	***358***

					Trip Generation Rates (11th Edition)				Estimated Trip Generation (11th Edition)			
					Daily Rate	Peak Hour of Arrival (5-6PM)			Daily Trips	Peak Hour of Arrival (5-6PM)		
	ORSC EIR	Data Source	Quantity	Unit		Rate	%In	%Out		In	Out	Total
PA 2												
Retail	45,000 sq ft	ITE Code 821-Shopping Plaza	22.5	KSF	81.07	6.22	52%	48%	1824	73	67	140
		ITE Code 930-Fast Casual Restaurant	22.5	KSF	97.14	32.64	55%	45%	2186	404	330	734
Hotel	0											
PA 3												
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		ITE Code 930-Fast Casual Restaurant	7	KSF	97.14	32.64	55%	45%	680	126	103	229
		Chicken 'n Pickle San Antonio Data	12	Courts	238	17.8	58%	42%	2856	124	90	214
								Lodging and Retail Total	10791	1012	828	1840
								Hotel Internalization Reduction (50% of Hotel Trips)	-404	-20	-16	-36
								Retail Internalization Reduction (33% of Retail Trips)	-2352	-280	-233	-513
								Lodging and Retail Total Subtotal	**8035**	**712**	**579**	**1291**

					Trip Generation Rates (11th Edition)				Estimated Trip Generation (11th Edition)			
					Daily Trips	Peak Hour of Arrival (5-6PM)			Daily Trips	Peak Hour of Arrival (5-6PM)		
	Revised	Data Source	Quantity	Unit		Rate	%In	%Out		In	Out	Total
PA 2												
Retail	35,055.44 sq ft	ITE Code 821-Shopping Plaza	17.53	KSF	81.07	6.22	52%	48%	1421	57	52	109
		ITE Code 930-Fast Casual Restaurant	17.53	KSF	97.14	32.64	55%	45%	1703	315	257	572
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PA 3												
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		ITE Code 930-Fast Casual Restaurant	5	KSF	97.14	32.64	55%	45%	486	90	73	163
Hotel	0											
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Retail	36,512.54 sq ft	ITE Code 821-Shopping Plaza	18.26	KSF	81.07	6.22	52%	48%	1480	59	55	114
		ITE Code 930-Fast Casual Restaurant	18.26	KSF	97.14	32.64	55%	45%	1774	328	268	596
								Lodging and Retail Total	9278	965	799	1764
								Hotel Internalization Reduction (50% of Hotel Trips)	-402	-20	-16	-36
								Retail Internalization Reduction (33% of Retail Trips)	-727	-87	-72	-159
								Lodging and Retail Total Subtotal	**8149**	**858**	**711**	**1569**
								PROPOSED - APPROVED (SATURDAY WITH STADIUM EVENT - NO FIELD TOURNAMENTS)	**114**	**146**	**132**	**278**

CITY OF ONTARIO

Engineering Department

Preliminary Water Quality Management Plan (PWQMP)

For compliance with Santa Ana Regional Water Quality Control Board
Order Number R8-2010-0036 (NPDES Permit No. CAS618036)

Project Name:	Residence Inn Ontario CA
Ontario Project #:	PDEV25-007
Applicant Name:	Mr. Steve Brown
Applicant Address:	Ontario Ranch Hotel, LLC. PO Box Watsonville, CA 95077
Project Address:	SEC of Riverside drive & Hellman Avenue, Ontario CA
Project Size (acres):	5.555
Project Description:	Comercial Development

Submittal Date: _____

Preliminary Water Quality Management Plan (PWQMP)

1. Introduction

The Preliminary Water Quality Management Plan (PWQMP) is a planning tool to improve integration of required water quality elements, stormwater management, water conservation, rainwater harvesting and re-use, and flood management in land use planning and the City's development process. The Preliminary WQMP will assist project applicants and planners in properly designing and laying out project sites so that water quality may be incorporated in the most effective manner and at the lowest cost for the developer.

The San Bernardino County Municipal Separate Storm Sewer System Permit (MS4 Permit) requires project-specific Water Quality Management plans (WQMP) to be prepared for all priority new development and significant redevelopment projects listed in Section 2 of this document. The MS4 Permit stipulates that the City of Ontario require priority project applicants to submit a Preliminary project-specific WQMP, as early as possible, during the environmental review or planning phase of a development project and that the Preliminary WQMP be approved prior to the issuance of land use entitlement.

2. Priority Projects (requiring a Preliminary WQMP)

Land Use entitlement shall not be issued for any of the listed projects, below, until a Preliminary WQMP has been approved by the City's Engineering Department. For construction projects not going through entitlement, a Preliminary and Final project specific WQMP shall be approved, prior to the issuance of construction permits:

Check the appropriate project category below, for this project:

Check below	**Project Categories**
	1. All significant re-development projects. Significant re-development is defined as the addition or replacement of 5,000 or more square feet of impervious surface on an already developed site subject to discretionary approval of the Permittee. Redevelopment does not include routine maintenance activities that are conducted to maintain original line and grade, hydraulic capacity, original purpose of the facility, or emergency redevelopment activity required to protect public health and safety. Where redevelopment results in an increase of less than fifty percent of the impervious surfaces of a previously existing developed site, and the existing development was not subject to WQMP requirements, the numeric sizing criteria discussed below applies only to the addition or replacement, and not to the entire developed site. Where redevelopment results in an increase of fifty percent or more of the impervious surfaces of a previously existing developed site, the numeric sizing criteria applies to the entire development (new and existing).
✔	2. New development projects that create 10,000 square feet or more of impervious surface (collectively over the entire project site) including commercial, industrial, residential housing subdivisions (i.e., detached single family home subdivisions, multi-family attached subdivisions or townhomes, condominiums, apartments, etc.), mixed-use, and public projects. This category includes development projects on public and private land, which fall under the planning and building authority of the permitting agency.

Check below	**Project Categories**
	3. Automotive repair shops (with SIC codes 5013, 5014, 5541, 7532- 7534, 7536-7539).
	4. Restaurants and Food Service Establishments where the land area of development is 5,000 square feet or more.
	5. Developments of 2,500 square feet of impervious surface or more adjacent to (within 200 feet) or discharging directly into environmentally sensitive areas (ESA's) such as areas designated in the Ocean Plan as areas of special biological significance or waterbodies listed on the CWA Section 303(d) list of impaired waters.
	6. Parking lots of 5,000 square feet or more exposed to storm water. Parking lot is defined as land area or facility for the temporary storage of motor vehicles.
	7. Retail Gasoline Outlets (RGOs) that are either 5,000 sq ft or more or have a projected average daily traffic of 100 or more vehicles per day.
	8. *This project is not covered under any of the categories listed above.

* If the development is not covered under any of the project categories listed in Section 2, the project is not required to design and install Site Design/LID BMPs or Treatment Control BMPs to treat the design storm event (Design Capture Volume) described in Section 4.

3. Preliminary WQMP Objectives

Through a combination of Site Design/LID BMPs (where feasible), Source Control, and/or Treatment Control BMPs, project-specific WQMPs shall address all identified pollutants and hydrologic conditions of concern from new development and significant re-development projects for the categories of projects (priority projects) listed in Section 2. Under each type of BMP, listed below, please indicate which BMPs are planned to be implemented and included in the Final WQMP for the project:

A. Site Design/LID (Low Impact Design) for Reducing Stormwater Runoff:

The MS4 Permit requires each priority development project to infiltrate, harvest and use, evapotranspire, or bio-treat the runoff from a 2-yr, 24-hour storm event (Design Capture Volume). If site conditions do not permit infiltration, harvest and use, evapotranspiration, and/or bio-treatment of the entire Design Capture Volume, at the project site, Site Design/LID techniques are required to be implemented to the Maximum Extent Practicable, at the project site, and the remainder of the DCV shall be infiltrated, harvested, bio-treated or treated by alternative measures. Project applicants shall submit a Preliminary WQMP that documents the LID/Site Design BMPs, proposed for the project. Please indicate, in the table below, which Site Design/LID BMPs will be utilized on this project to accomplish this requirement:

Site Design/LID Practice	Planned	Not Planned
Provide at least the minimum effective area required for LID BMPs, to comply with the WQMP (see Table 3-1 below).	✔	
Grade parking lot areas/drive aisles/roof drains to sheet flow runoff into landscaped swales, via curb cuts or zero-face curbs or otherwise disconnect direct drainage from MS4.	✔	
Design landscaped areas as swales and grade to accept runoff from building roofs, parking lots and project roadways.	✔	
Install surface retention basins or infiltration trenches to receive impervious area runoff.		✔
Install pervious pavement in parking stalls, alleys, driveways, gutters, walkways, trails or patios.		✔
Install underground stormwater retention chambers where downstream landscaped areas are limited.	✔	
Install approved Stormwater Drywells in detention areas.		✔
Construct streets, sidewalks, and parking lot stalls to the minimum widths necessary.	✔	
Install on-site Biotreatment basins/trenches with underdrains, where soil type is poorly draining.		✔
Install "Engineered Soil" to increase uptake/soil storage capacity and/or evapotranspiration.	✔	
Install Rainwater Harvesting/Use Equipment.		✔
Regional LID BMP facilities are installed, off-site, with the capacity and conveyances to accept post-development storm water runoff from this project and reserved capacity allocation credits have been assigned to the project, in a Certificate or other legally binding document, attached herein		✔

Table 3-1 Minimum Effective Area[1] Required for LID BMPs (surface + subsurface facilities) for Project WQMP to Demonstrate Infeasibility[2] (% of site)

Project Type	New Development	Re-Development
SF/MF Residential < 7 du/ac	10%	5%
SF/MF Residential < 7 - 18 du/ac	7%	3.5%
SF/MF Residential > 18 du/ac	5%	2.5%
Mixed Use, Commercial/Industrial w/FAR< 1.0	10%	5%
Mixed Use, Commercial/Industrial w/FAR 1.0-2.0	7%	3.5%
Mixed Use, Commercial/Industrial w/FAR> 2.0	5%	2.5%
Podium (parking under > 75% of project)	3%	1.5%
Zoning allowing development to property lines	2%	1%
Transit Oriented Development[3]	5%	2.5%
Parking	5%	2.5%

[1] "Effective area" is defined as land area which 1) is suitable for a retention/infiltration BMP (based on infeasibility criteria) and 2) is located down-gradient from building roof or paved areas, so that it may receive gravity flow runoff.
[2] Criteria only required if the project WQMP seeks to demonstrate that the full DCV cannot be feasibly managed on-site.
[3] Transit oriented development is defined as a project with development center within one half mile of a mass transit center.
Key: du/ac = dwelling units/acre, FAR = Floor Area Ratio = ratio of gross floor area of building to gross lot area, MF = Multi Family, SF = Single Family

B. Source Control BMPs – The following BMPs are designed to control stormwater pollutants and runoff water at the location where it is generated. Please indicate which of the listed BMPs are planned to be implemented for the project:

Source Control BMPs	Planned	Not Planned
Minimize non-stormwater site runoff through efficient irrigation system design and controllers.	✔	
Minimize trash and debris in storm runoff through a regular parking lot, storage yard and roadway sweeping program.	✔	
Provide proper covers/roofs and secondary containment for outside material storage & work areas.	✔	
Provide solid roofs over all trash enclosures.	✔	
Site Owner(s)/Property Manager/HOA or POA will be familiar with the project WQMP and stormwater BMPs.	✔	
Owner or HOA or POA to provide Education/Training of site occupants and employees on stormwater BMPs.	✔	
Install stormwater placards/stenciled messages with a "No Dumping" message on all on-site/off-site storm drain inlets.	✔	
Provide contained equipment/vehicle wash rack areas that discharge to sanitary sewer.		✔

C. Treatment Control BMPs – The following BMPs are designed to control stormwater pollutants where it is not feasible to install on-site or off-site Site Design/LID BMPs, with the requisite capacity to treat the Design Capture Volume for identified Pollutants of Concern or where pretreatment of stormwater runoff is required, ahead of infiltration BMPs. Please indicate which of the listed BMPs are planned to be implemented for the project:

Treatment Control BMP	Planned	Not Planned
Gravity Separator devices for pretreatment of sediment, trash/litter or Oil & Grease	✔	
Proprietary Biofiltration vaults/devices		✔
Media Cartridge Filtration Vaults	✔	
Proprietary Filter Inserts for on-site storm drain inlets or retention basin/trench overflow drains	✔	

4. Volume-based calculation (approximate) for sizing on-site or off-site Stormwater Retention/Infiltration, Harvest & Re-Use or Biotreatment facilities

1) After calculating the "Watershed Imperviousness Ratio", i, which is equal to the percent of impervious area in each Drainage Management Area, divided by 100, calculate the composite runoff coefficient C_{BMP} for the Drainage Area above using the following equation:

$$\mathbf{C_{BMP} = 0.858i^3 - 0.78i^2 + 0.774i + 0.04}$$

where: $\mathbf{C_{BMP}}$ = composite runoff coefficient; and,

i = watershed imperviousness ratio.

3) Determine the area-averaged "6-hour Mean Storm Rainfall", P_6, for the Drainage Area. This is calculated by multiplying the area averaged 2-year 1-hour value (0.5"-0.6") by the appropriate regression coefficient (1.4807). The 2-yr, 1-hr value for southern Ontario is approximately to 0.5" (P_6 = 0.5*1.4807 = 0.74 and northern Ontario is approximately 0.6" in/hr (P_6 = 0.6*1.4807 = 0.89).

4) Determine the appropriate drawdown time. Use the regression constant a = 1.582 for 24 hours and a = 1.963 for 48 hours. *Note: Regression constants are provided for both 24 hour and 48-hour drawdown times; however, 48-hour drawdown times should be used in most areas of California. Drawdown times in excess of 48 hours should be used with caution as vector breeding can be a problem after water has stood in excess of 72 hours. (Use of the 24-hour drawdown time should be limited to drainage areas with coarse soils (Class 'A' soils that readily drain.)*

5) Calculate the "Maximized Detention Volume", P_0, using the following equation:

$$\mathbf{P_0 = a \cdot C_{BMP} \cdot P_6}$$

where: $\mathbf{P_0}$ = Maximized Detention Volume, in inches

a = 1.582 for 24 hour and a = 1.963 for 48-hour drawdown,

$\mathbf{C_{BMP}}$ = composite runoff coefficient; and,

$\mathbf{P_6}$ = 6-hour Mean Storm Rainfall, in inches

6) Calculate the "Target Capture Volume", V_0, using the following equation:

$$\mathbf{V_0 = (P_0 \cdot A) / 12}$$

where: $\mathbf{V_0}$ = Target Capture Volume, in acre-feet

$\mathbf{P_0}$ = Maximized Detention Volume, in inches; and,

A = BMP Drainage Area, in acres

Project Volume-based calculation (approximate) for planned on-site or off-site Stormwater Retention/Infiltration, Harvest & Re-Use or Biotreatment facilities:

Variable	Factor/Formula	DA1, DMA A	DA1 DMA B	DA2 DMA A	DA2 DMA B
Impervious surface/total surface, ratio	(i)	0.892			
C_{BMP}= runoff coefficient	$0.858i^3 - 0.78i^2 + 0.774i + 0.04$	0.719			
P_6	**P_6 = 2-yr,1-hr depth*1.4807 =	0.86			
Detention Volume (acre inches)	$P_0 = a * C_{BMP} * P_6$ =	1.214			
Drawdown rate of basin/trench (a)	1.963 for 48-hr drawdown =	1.963			
Project Total Area (acre)	(A)	4.337			
Design Capture Volume in cu. ft.	$V_0 = [(P_0 * A)/12] *43560$ =	19112			
Retention Volume provided in cubic feet.	Retention capacity of basins, trenches, underground storage or biotreatment basin	32809			

**For P_6 value, use site coordinates and NOAA website to determine project's average 2-yr, 1-hr rainfall depth, at: http://hdsc.nws.noaa.gov/hdsc/pfds/sa/sca_pfds.html .

5. Flow-Based calculation (approximate) for sizing on-site or off-site Biotreatment facilities and proprietary treatment technology BMPs:

1) After calculating the "Watershed Imperviousness Ratio", i, which is equal to the percent of impervious area in each Drainage Management Area divided by 100, calculate the composite runoff coefficient C_{BMP} for the Drainage Area above using the following equation:

$$\mathbf{C_{BMP} = 0.858i^3 - 0.78i^2 + 0.774i + 0.04}$$

where: $\mathbf{C_{BMP}}$ = composite runoff coefficient; and,

i = watershed imperviousness ratio.

2) Determine BMP design rainfall intensity, **I_{BMP}**, using the project site geo-coordinates and the NOAA website to determine project's average 2-yr, 1-hr rainfall intensity, at: http://hdsc.nws.noaa.gov/hdsc/pfds/sa/sca_pfds.html .Multiply this value by 0.2787 (regression coefficient for Ontario) and a minimum safety factor of 2.

4) Calculate the target BMP flowrate, Q, using the following formula (for each DMA <50 acres*):

$$Q = C_{BMP} \cdot I_{BMP} \cdot A$$

Where: **Q** = flow in cfs (Cubic feet per second)
I_{BMP} = BMP design rainfall intensity, in/hr
A = Drainage Area in acres

*For DMAs >50 acres, with C_{BMP} <0.5, the project applicant shall use the unit hydrograph method specified in the San Bernardino County Hydrology Manual, using the design storm pattern with rainfall return frequency such that the peak 1-hr rainfall intensity equals the 85th percentile 1-hr rainfall, multiplied by 2.

Project Flow-based calculation (approximate) for planned on-site or off-site flow-based Biotreatment facilities or Stormwater Treatment BMPs:

Variable	Factor/Formula	DA1 DMA A	DA1 DMA B	DA2 DMA A	DA2 DMA B
Impervious surface/ total surface, ratio	(i)				
C_{BMP}= composite runoff coefficient	$0.858i^3 + 0.78i^2 + 0.774i + 0.04$				
I_{BMP}	I_{BMP} = 2-yr,1-hr storm intensity*0.2787*safety factor				
Drainage area (ac)	A = DMA sq ft/43,560				
Target BMP flowrate	Q = C_{BPM}* I_{BMP} * A				

6. Hydrologic Conditions of Concern (HCOC) and use of the on-line San Bernardino County HCOC Map for determining necessary mitigation steps necessary if there are HCOCs downstream of a project:

Project applicants may access the on-line HCOC Map at: http://permitrack.sbcounty.gov/WAP/. The map will indicate any hydrology concerns with downstream waterways that are hydraulically connected to the project and will indicate if there are any approved regional projects downstream that could be utilized for off-site mitigation of HCOCs. Please indicate here if the project will or will not be able to retain/infilter, harvest and use or biotreat and detain the DCV, on-site, as calculated in Section 4 and if there are HCOCs identified downstream of the project:

Retain or Harvest/Use the DCV on site?	Yes	✔	No	
Biotreat the DCV but not infilter the runoff?	Yes		No	
HCOCs identified downstream of site?	Yes		No	

If the entire DCV will not be retained on site, the DCV is biotreated but not infiltered or additional detention capacity is needed to address identified HCOCs, downstream of the site, please list here, what additional mitigation measures will be utilized (on-site or off-site) to address HCOCs (see Section 4.2.1-4.2.3 of the SB County WQMP Technical Guidance):

_____

_____

7. Site Plan and Conceptual Grading/Drainage Plan requirements for submission with the Preliminary WQMP:

Provide a Site Plan and Conceptual Grading/Drainage Plan along with this Preliminary WQMP, which conceptually shows the proposed locations of buildings, homes, parking lots, parks, new paved roadways, landscaped areas, drainage patterns and drainage sub-areas, methods of conveyance, proposed retention/infiltration, harvest & use or biotreatment facilities that are planned for installation. Where it is determined to be infeasible to capture and detain design storm runoff volumes, on-site, please include other design features, as described in Section 3, above. Include numbered or lettered notes on the Site Plan with a legend detailing other BMPs, as described in Section 3.

8. BMP Maintenance and Funding Mechanism & Description:

_____

_____

9. Acknowledgment:

As the property owner or developer, I understand that this project is required to install and implement permanent LID Storm Water Best Management Practices pursuant to the requirements of the San Bernardino County MS4 Permit and to document those BMPs in the submittal of a Water Quality Management Plan, which is binding on any current or successive owners of this property.

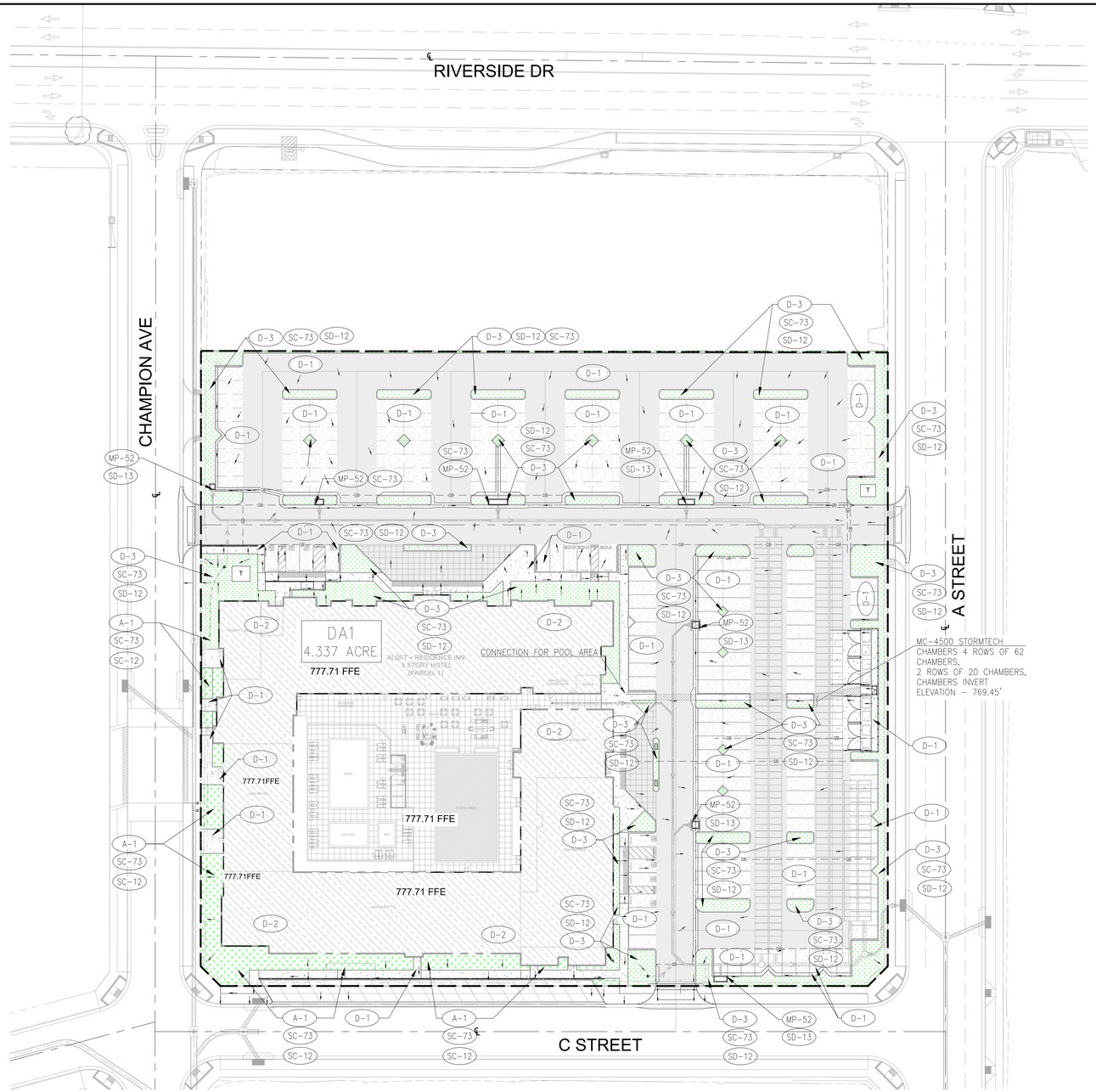
Yes	✔	No	

10. Exemption Signature:

As the property owner or developer, I understand that this project is not required by the San Bernardino County MS4 Permit to install and implement permanent LID Storm Water Best Management Practices and will not be required to submit a Water Quality Management Plan.

_____ _____

Signature of Owner or Developer Date



WQMP BMP SITE PLAN

SCALE 1" = 40'

VICINITY MAP

NOT TO SCALE

BEST MANAGEMENT PRACTICES

THE FOLLOWING BMPs AS OUTLINED IN, BUT NOT LIMITED TO, PER CALIFORNIA STORMWATER BMP HANDBOOK, THE LATEST REVISED EDITION, MAY APPLY AFTER THE CONSTRUCTION OF THE PROJECT, ADDITIONAL MEASURES MAY BE REQUIRED IF DEEMED APPROPRIATE BY CITY/COUNTY/STATE INSPECTORS.

- SC-73 LANDSCAPE MAINTENANCE
- MP-52 INLET INSERT
- SC-10 NON-STORMWATER DISCHARGES
- SC-34 WASTE HANDLING AND DISPOSAL
- SC-41 BUILDING AND GROUND MAINTENANCE
- SC-43 PARKING/STORAGE AREA MAINTENANCE
- SC-44 DRAINAGE SYSTEM MAINTENANCE
- SC-60 HOUSEKEEPING PRACTICES
- SC-61 SAFER ALTERNATIVE PRODUCTS
- SD-10 SITE DESIGN AND LANDSCAPE PLANNING
- SD-12 EFFICIENT IRRIGATION
- SD-13 STORM DRAIN SIGNAGE

DRAINAGE MAP LEGEND:

DESCRIPTION	SYMBOL
A.C. PAVEMENT AREA D-1 (DRAIN TO CHAMBER SYSTEM)	
CONCRETE PAVEMENT AREA D-1 (DRAIN TO CHAMBER SYSTEM)	
ROOF AREA D-2 (DRAIN TO CHAMBER SYSTEM)	
LANDSCAPE AREA D-3 (DRAIN TO CHAMBER SYSTEM)	
LANDSCAPE AREA A-1, (SELF-TREATING AREA)	
DISTURBED SUBAREA BOUNDARY	
PROPOSED STORM LINE	
DIRECTION OF RUNOFF	
DRAINGE AREA SUB-BASIN NUMBER —— SUB-BASIN AREA IN ACRES ——	DAX X.XXX ACRE

WQMP DATA

DMAs DRAIN TO LID-BMP-1 MC-4500 STORMTECH CHAMBER SYSTEM:

D-1 = 127,392 SF. (PCC/CONC.PAVEMENT/ASPHALT)
D-2 = 41,055 SF. (ROOF)
D-3 = 15,814 SF. (LANDSCAPE)

DESIGN CAPTURE VOLUME V_{BMP} = 19,112 C.F
PROVIDED TOTAL CAPTURE VOLUME V_{BMP} = 32,809 CF > 19,112 CF

DMA - DA1	IMPERVIOUS AREA (SF.)	PERVIOUS AREA (SF.)	TOTAL AREA (SF.)
EXISTING CONDITON	13,460	175,460	188,920
PROPOSED CONDITION	168,447	20,473	188,920

ABBREVIATIONS:

FL – FLOWLINE
FS – FINISHED SURFACE
FFE – FINISHED FLOOR ELEVATION

DMAs SELF-TREATING

A-1 = 4,659 SF. (LANDSCAPE)

GRAPHIC SCALE: 1"=40'

Underground Service Alert of 811
TWO WORKING DAYS BEFORE YOU DIG

REVISIONS			
MARK	DATE	BY	DESCRIPTION

DESIGNED BY: DA
DATE: 06/10/2025
DRAWN BY: PS
DATE: 06/10/2025
CHECKED BY:
DATE:

CITY OF ONTARIO

RECOMMENDED BY: BRYAN LIRLEY P.E., ASSISTANT CITY ENGINEER DATE
APPROVED BY: KHOI DO P.E., CITY ENGINEER DATE

BENCH MARK: ELEV. 781.27 FEET
LOCATION:
BENCHMARK=HELD FOUND MONUMENTS FROM CAD FILE PROVIDED BY HARIYA (CL INTERSECTION OF RIVERSIDE & ONTARIO) EL=781.27
BASIS OF BEARINGS HELD OUR GPS FILE HERE SURVEY AND MOVED TO THE INTERSECTION OF RIVERSIDE & ONTARIO WHICH FIT CAD BEARING FOR ONTARIO AVE.
COMBO 0.9999737169 / 1.0000262849 SCALED AROUND INTERSECTION OF RIVERSIDE & ONTARIO AVE

REGISTERED PROFESSIONAL ENGINEER MANOJ BABULAL HARIYA NO. 74429 CIVIL STATE OF CALIFORNIA

HARIYA INC
26121 Wallack Place, Loma Linda, CA 92354
(909)499-8270
MANOJ HARIYA R.C.E. 74429 DATE

ALOFT-RESIDENCE INN HOTEL
WQMP BMP SITE PLAN

SHEET 01 OF 01
CONTRACT
ACCOUNT
DWG. NO.

E:\PROJECTS\24-013 Marriott Hotel (near Stadium) Ontario CA\PG

HYDROLOGY &
HYDRAULIC STUDY

For:

Residence Inn, Ontario

P.O. BOX 660
Watsonville CA 95076

Prepared By:

Hariya INC
26121 Wallack place,
Loma Linda, CA 92354
909-499-8270

Oct 07, 2025

Project No. 24-013

Table of Content

Section I	Introduction
Section II	Hydrology Methodology
Section III	Project Description • Pre-developed condition • Post-developed condition
Section IV	Post-development Runoff Mitigation, Retention & Conclusion
Appendix A	Vicinity Map
Appendix B	Hydrological Rainfall Data Reference • NOAA Precipitation Data • Hydrologic Soil group map
Appendix C	Hydrology Study – Rational Method for Pre & Post-developed 10-year & 100-year storm event using CivilD software
Appendix D	Hydrology Study – Synthetic Unit Hydrograph Method for Pre & Post-developed 10-year & 100-year Storm event using CivilD software.
Appendix E	Hydraflow Hydrographs Report
Appendix F	Pre-developed Hydrology Map – Synthetic Unit Hydrograph Method Post-developed Hydrology Map –Synthetic Unit Hydrograph Method Post-developed Hydrology Map – Rational Method

Section I Introduction

The following hydrology and hydraulic study has been prepared for the development of the commercial property situated south east of Riverside drive & Ontario Avenue in the City of Ontario in San Bernardino County, California. The subject site is approximately 4.337 acres, and the general location of the site is illustrated in "Vicinity map" in "Appendix A" of this report. The purpose of this project is to analyze the excess peak flow rates that will be generated due to the development of this project. The hydraulic & hydrological analysis were performed to determine the difference in peak flow rates and design the retention basin to mitigate peak flow rates and provide adequate storage volume in the post-developed condition.

Section II Methodology

For both, the pre-developed and post-developed conditions, the peak flow rates were determined for 10-year and 100-year storm events using Rational Method per San Bernardino County Hydrology Manual. The Inlets were sized for peak flow rates of 100-year storm event generated using Rational method in conformance with San Bernardino County standards. The drainage areas were studied for Synthetic Unit Hydrograph Method to determine hydrograph volume of 10-year & 100-year storm event with 24-hour storm duration. All hydrological calculations were developed using CivilD Design software Version 9.0. The retention volume calculation for underground MC-4500 Stormtech chambers was analyzed using Hydraflow Hydrograph software.

Section III Project Description

Pre-developed Site Conditions

Currently, the existing site consists of approximately a total of 4.337 acres of mostly barren land with poor vegetation. The runoff from the site sheet flows in the south direction discharging away from the boundary at the south side. Based on the Figure C-15 in the San Bernardino County Hydrology Manual, the project site is classified as hydrologic soil type B. Refer to the "Pre-developed Hydrology Map" in "Appendix F" for an illustration of drainage pattern.

The entire site is divided into two distinct drainage areas in the pre-developed condition. The peak flow rates for 10-year and 100-year storm events were determined for the drainage area using Synthetic Unit Hydrograph method in the pre-developed condition. All calculations can be found in Appendix C & D of this report.

Table-1, Peak flow rates using Synthetic Unit Hydrograph pre-developed condition:

Drainage Area	Area (acres)	Flow Length (ft)	Soil Type	Q_{10} (cfs)	Q_{100} (cfs)
DA1.1	2.430	425	B	3.63	6.22
DA1.2	1.907	498	B	2.69	4.64

The excess runoff further flows towards the south side.

Post-developed Site Conditions

The proposed development will consist of construction of a multi-stories hotel building, paved parking area, drive aisles, landscape planters, occupying approximately an area of 4.337 acres. The peak flow rates for 10-year and 100-year storm events were determined for each sub-basin using the Rational Method in the post-developed condition. The runoff from the site will sheet flow over the parking areas into the ribbon gutter and curb and gutter system. The runoff will then be intercepted by Flogard catch basins and conveyed further by storm drain system into the underground MC-4500 stormtech infiltration system located at the south-east side of the site. Using an 18" storm drain outlet structure, the excess runoff will be discharged into the curb inlet located offsite at the south-east corner of the site along A-street.

The following table summarizes the peak flow rates for 100-year storm events using rational method in the post-developed condition:

Table-2, Peak flow rates using rational method post-developed condition:

Drainage Area Sub-Basins	Area (acres)	Flow Length (ft)	Soil Type	Time of Concentration Tc (min)	Q_{100} (cfs)
SB1	0.276	62	B	3.62	1.81
SB2	0.196	109	B	3.95	1.22
SB3	0.826	188	B	5.39	4.26
SB4	0.686	151	B	4.61	3.89
SB5	0.633	150	B	5.00	3.42
SB6	0.632	149	B	5.22	3.32
SB7	0.672	146	B	5.86	3.30

Note: The 100-yr peak flow rates in Table-2 are used to size the inlets. Refer to "Post-developed Hydrology Map – Rational Method" in Appendix F.

Section IV Post-development Runoff Mitigation, Retention & Conclusion

Post-developed Peak Flow Rates Mitigation and Retention Volume

The synthetic unit hydrograph method is used to determine the hydrograph volume for 10-year & 100-year storm events with 24-hour storm duration. The entire site is considered as a single drainage area for Synthetic Unit Hydrograph analysis. Refer to "Post-developed Hydrology Map – Synthetic Unit Hydrograph method" in "Appendix F" for an illustration of runoff generated from the site. The following table summarizes the peak flow rates for 10-year and 100-year storm events using Synthetic Unit Hydrograph method in the post-developed condition:

Table-3, Peak flow rates using Synthetic Unit Hydrograph method post-developed condition:

Drainage Area	Area (acres)	Post-developed discharge without mitigation	
		Q_{10} (cfs)	Q_{100} (cfs)
DA 1	4.337	12.57	19.20
Total	**4.337**	**12.57**	**19.20**

A hydrograph analysis was performed to determine the required retention volume using MC-4500 stormtech system. Refer to the "Hydraflow Hydrographs Report in Appendix E" which illustrates that a detention volume of 48,467 CF is provided to reduce the peak flow rates of 10-year & 100-year storm events to less than the corresponding pre-developed condition flow rates. The minimum Design Capture volume required for water quality treatment is 19,076 CF, the storage volume provided using MC-4500 stormtech system is 48,566 CF.

Summary

The difference in peak flow rates of pre-developed and post-developed conditions for 10-yr and 100-yr storm events are primarily due to increase in impervious area which is approximately 89% in the post-developed condition. Below is the hydrology summary table of entire site for pre-developed and post-developed condition after retention:

Table-4, Peak flow rates comparison pre-developed & post-developed condition after retention using Synthetic Unit Hydrograph method:

Drainage Area	Area (acres)	Pre-developed discharge		Drainage Area	Area (acres)	Post-developed mitigated discharge		Design Capture volume required WQMP (cu-ft)	Provided using MC-4500 stormtech system Cu-ft)
		Q_{10} (cfs)	Q_{100} (cfs)			Q_{10} (cfs)	Q_{100} (cfs)		
DA1.1	2.430	3.63	6.22	DA1	4.337	0.06	8.79	19,076	48,566
DA1.2	1.907	2.69	4.64						
Total	**4.337**	**6.32**	**10.86**		**4.337**	**0.06**	**8.79**	19,076	48,566

We conclude that adequate storage volume has been provided in the post-developed condition. This indicates that there will be no adverse impact on the downstream end due to the development of this site. The underground MC-4500 stormtech system will attenuate the post-developed flow rate to less than 81% of their corresponding pre-developed flow rate.

APPENDIX A

VICINITY MAP

North Arrow

APPENDIX B

Hydrological Rainfall Data Reference

- NOAA Precipitation Data
- Hydrologic Soil group map

General Information
Homepage
Progress Reports
FAQ
Glossary

Precipitation Frequency
Data Server
GIS Grids
Maps
Time Series
Temporals
Documents

Probable Maximum Precipitation
Documents

Miscellaneous
Publications
Storm Analysis
Record Precipitation

Contact Us
Inquiries

NOAA ATLAS 14 POINT PRECIPITATION FREQUENCY ESTIMATES: CA

Data description

Data type: Precipitation depth **Units:** English **Time series type:** Partial duration

Select location

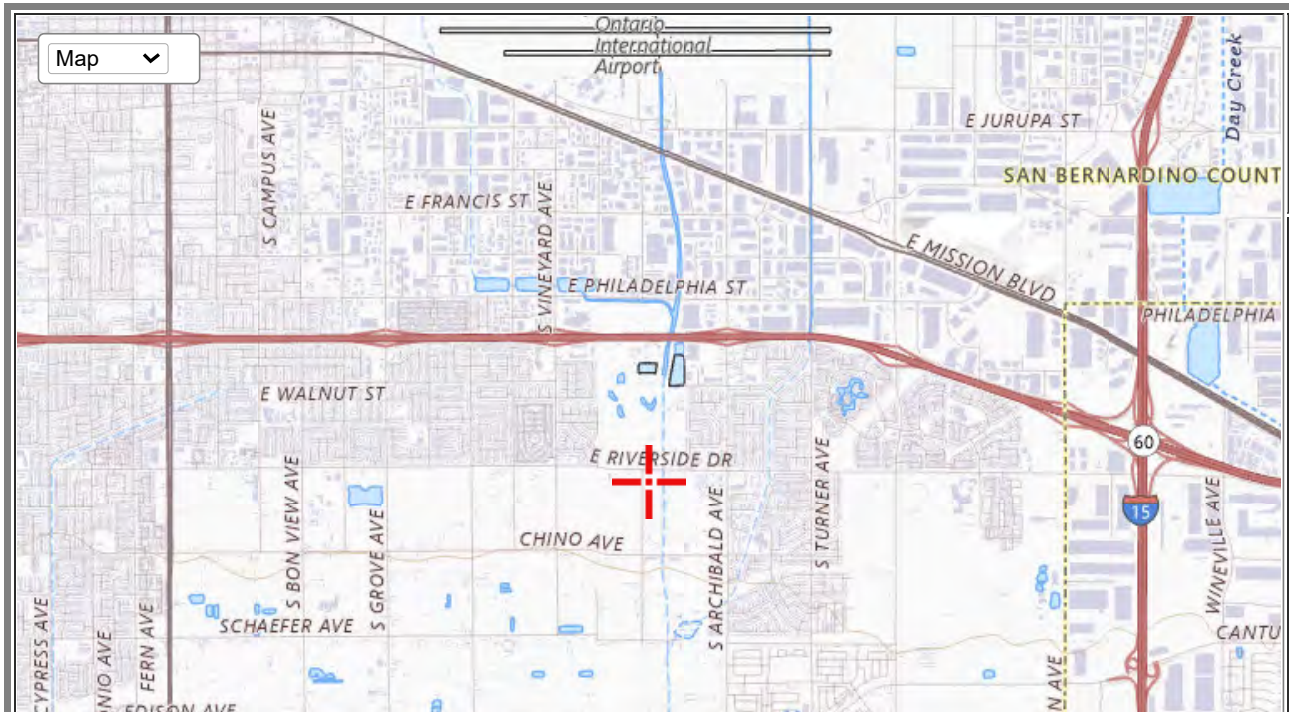
1) Manually:

a) By location (decimal degrees, use "-" for S and W): Latitude: Longitude: Submit

b) By station (list of CA stations): Select station

c) By address 34.018216, -117.601174

2) Use map:



a) Select location
Move crosshair or double click

b) Click on station icon
Show stations on map

Location information:
Name: Ontario, California, USA*
Latitude: 34.0182°
Longitude: -117.6012°
Elevation: 778 ft **

* Source: ESRI Maps
** Source: USGS

POINT PRECIPITATION FREQUENCY (PF) ESTIMATES

WITH 90% CONFIDENCE INTERVALS AND SUPPLEMENTARY INFORMATION
NOAA Atlas 14, Volume 6, Version 2

PF tabular PF graphical Supplementary information Print page

PDS-based precipitation frequency estimates with 90% confidence intervals (in inches)[1]

Duration	Average recurrence interval (years)									
	1	2	5	10	25	50	100	200	500	1000
5-min	**0.113** (0.094-0.137)	**0.149** (0.124-0.181)	**0.195** (0.162-0.237)	**0.231** (0.191-0.283)	**0.279** (0.222-0.354)	**0.314** (0.245-0.408)	**0.349** (0.265-0.465)	**0.385** (0.284-0.527)	**0.431** (0.305-0.617)	**0.467** (0.318-0.692)
10-min	**0.162** (0.135-0.196)	**0.214** (0.178-0.259)	**0.280** (0.232-0.340)	**0.331** (0.273-0.406)	**0.400** (0.318-0.507)	**0.451** (0.351-0.584)	**0.501** (0.380-0.667)	**0.552** (0.407-0.756)	**0.618** (0.437-0.885)	**0.669** (0.456-0.992)
15-min	**0.196** (0.164-0.237)	**0.259** (0.216-0.314)	**0.338** (0.281-0.411)	**0.401** (0.330-0.491)	**0.483** (0.385-0.613)	**0.545** (0.424-0.707)	**0.606** (0.460-0.806)	**0.667** (0.492-0.914)	**0.748** (0.528-1.07)	**0.809** (0.551-1.20)
30-min	**0.297** (0.248-0.359)	**0.392** (0.326-0.475)	**0.512** (0.425-0.622)	**0.607** (0.500-0.744)	**0.732** (0.582-0.928)	**0.825** (0.642-1.07)	**0.917** (0.696-1.22)	**1.01** (0.744-1.38)	**1.13** (0.799-1.62)	**1.22** (0.834-1.82)
60-min	**0.439** (0.366-0.531)	**0.580** (0.483-0.702)	**0.757** (0.630-0.920)	**0.898** (0.740-1.10)	**1.08** (0.862-1.37)	**1.22** (0.950-1.58)	**1.36** (1.03-1.81)	**1.49** (1.10-2.05)	**1.68** (1.18-2.40)	**1.81** (1.23-2.69)
2-hr	**0.652** (0.544-0.789)	**0.858** (0.715-1.04)	**1.12** (0.927-1.35)	**1.32** (1.08-1.61)	**1.58** (1.25-2.00)	**1.77** (1.38-2.29)	**1.95** (1.48-2.60)	**2.14** (1.58-2.93)	**2.38** (1.68-3.41)	**2.56** (1.74-3.80)
3-hr	**0.814** (0.680-0.985)	**1.07** (0.891-1.30)	**1.39** (1.15-1.68)	**1.63** (1.34-2.00)	**1.95** (1.55-2.48)	**2.18** (1.70-2.83)	**2.41** (1.83-3.21)	**2.64** (1.94-3.61)	**2.93** (2.07-4.19)	**3.14** (2.14-4.66)
6-hr	**1.14** (0.954-1.38)	**1.50** (1.25-1.82)	**1.94** (1.61-2.36)	**2.28** (1.88-2.80)	**2.72** (2.17-3.46)	**3.04** (2.37-3.95)	**3.36** (2.55-4.47)	**3.67** (2.70-5.02)	**4.06** (2.87-5.81)	**4.36** (2.97-6.46)
12-hr	**1.48** (1.24-1.80)	**1.95** (1.62-2.36)	**2.53** (2.10-3.07)	**2.98** (2.46-3.65)	**3.56** (2.83-4.52)	**3.99** (3.10-5.17)	**4.40** (3.34-5.86)	**4.81** (3.55-6.59)	**5.34** (3.77-7.64)	**5.73** (3.90-8.50)
24-hr	**1.96** (1.73-2.26)	**2.59** (2.29-2.99)	**3.38** (2.98-3.92)	**4.01** (3.50-4.68)	**4.82** (4.08-5.81)	**5.42** (4.50-6.67)	**6.02** (4.87-7.58)	**6.61** (5.20-8.55)	**7.38** (5.58-9.95)	**7.95** (5.82-11.1)
2-day	**2.34** (2.07-2.70)	**3.15** (2.78-3.64)	**4.19** (3.69-4.85)	**5.02** (4.39-5.86)	**6.13** (5.19-7.39)	**6.96** (5.78-8.57)	**7.80** (6.32-9.82)	**8.64** (6.81-11.2)	**9.77** (7.39-13.2)	**10.6** (7.77-14.8)
3-day	**2.50** (2.21-2.88)	**3.42** (3.02-3.94)	**4.60** (4.06-5.33)	**5.56** (4.87-6.49)	**6.86** (5.81-8.27)	**7.85** (6.51-9.65)	**8.84** (7.16-11.1)	**9.86** (7.77-12.8)	**11.2** (8.50-15.2)	**12.3** (9.00-17.2)
4-day	**2.69** (2.38-3.10)	**3.71** (3.28-4.28)	**5.04** (4.44-5.83)	**6.11** (5.35-7.13)	**7.57** (6.41-9.13)	**8.70** (7.21-10.7)	**9.83** (7.96-12.4)	**11.0** (8.67-14.2)	**12.6** (9.52-17.0)	**13.8** (10.1-19.3)
7-day	**3.15** (2.78-3.63)	**4.36** (3.86-5.04)	**5.97** (5.26-6.91)	**7.28** (6.37-8.49)	**9.07** (7.68-10.9)	**10.4** (8.67-12.9)	**11.9** (9.60-14.9)	**13.3** (10.5-17.2)	**15.3** (11.6-20.6)	**16.8** (12.3-23.5)
10-day	**3.41**	**4.76**	**6.53**	**7.99**	**10.0**	**11.5**	**13.1**	**14.8**	**17.0**	**18.8**

	(3.02-3.94)	(4.21-5.49)	(5.76-7.56)	(6.99-9.33)	(8.46-12.0)	(9.58-14.2)	(10.6-16.6)	(11.7-19.1)	(12.9-23.0)	(13.8-26.2)
20-day	**4.10** (3.62-4.72)	**5.78** (5.10-6.67)	**8.03** (7.08-9.29)	**9.90** (8.66-11.6)	**12.5** (10.6-15.1)	**14.6** (12.1-17.9)	**16.7** (13.5-21.0)	**18.9** (14.9-24.5)	**22.0** (16.7-29.7)	**24.5** (17.9-34.2)
30-day	**4.78** (4.24-5.52)	**6.77** (5.98-7.81)	**9.46** (8.34-10.9)	**11.7** (10.3-13.7)	**14.9** (12.6-18.0)	**17.4** (14.5-21.4)	**20.1** (16.3-25.3)	**22.9** (18.0-29.6)	**26.8** (20.3-36.1)	**29.9** (21.9-41.8)
45-day	**5.73** (5.07-6.61)	**8.08** (7.14-9.32)	**11.3** (9.96-13.1)	**14.0** (12.3-16.4)	**17.9** (15.2-21.6)	**21.1** (17.5-25.9)	**24.4** (19.8-30.7)	**27.9** (22.0-36.2)	**33.0** (24.9-44.4)	**37.0** (27.1-51.7)
60-day	**6.68** (5.91-7.70)	**9.34** (8.25-10.8)	**13.0** (11.5-15.1)	**16.2** (14.2-18.9)	**20.7** (17.5-25.0)	**24.4** (20.2-30.0)	**28.3** (22.9-35.7)	**32.5** (25.6-42.1)	**38.6** (29.2-52.0)	**43.5** (31.8-60.7)

[1] Precipitation frequency (PF) estimates in this table are based on frequency analysis of partial duration series (PDS).

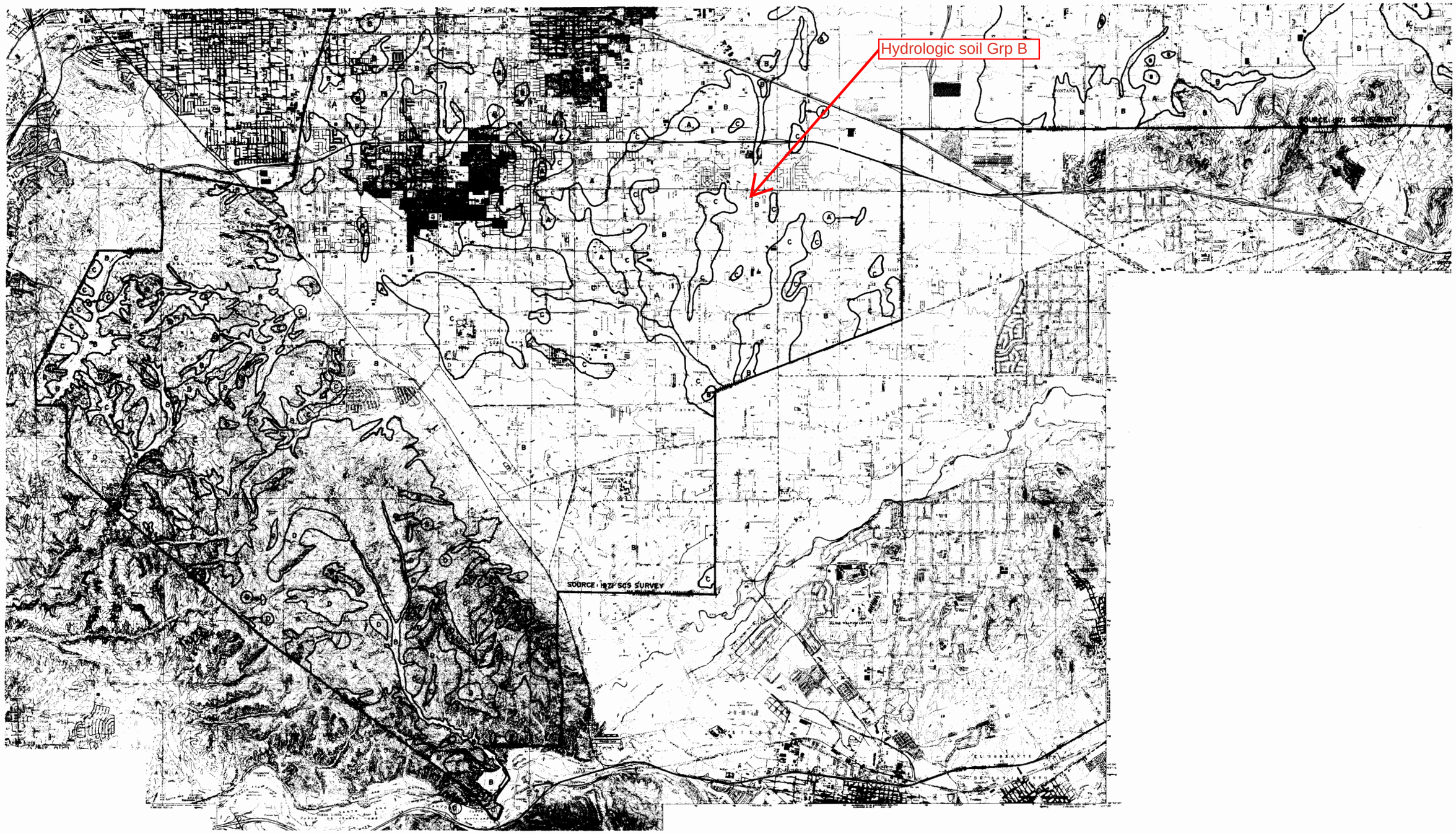
Numbers in parenthesis are PF estimates at lower and upper bounds of the 90% confidence interval. The probability that precipitation frequency estimates (for a given duration and average recurrence interval) will be greater than the upper bound (or less than the lower bound) is 5%. Estimates at upper bounds are not checked against probable maximum precipitation (PMP) estimates and may be higher than currently valid PMP values.

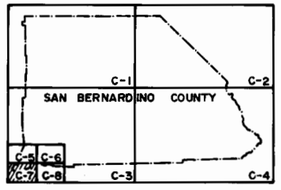
Please refer to NOAA Atlas 14 document for more information.

Estimates from the table in CSV format: Precipitation frequency estimates Submit

US Department of Commerce
National Oceanic and Atmospheric Administration
National Weather Service
Office of Water Prediction (OWP)
1325 East West Highway
Silver Spring, MD 20910
Page Author: HDSC webmaster

Page last modified: April 21, 2017





INDEX MAP

LEGEND

SOIL GROUP BOUNDARY

A SOIL GROUP DESIGNATION

BOUNDARY OF INDICATED SOURCE

SCALE 1:48,000

SCALE REDUCED BY 1/2

SAN BERNARDINO COUNTY

HYDROLOGY MANUAL

HYDROLOGIC SOILS GROUP MAP
FOR
SOUTHWEST-C AREA

FIGURE C-15

APPENDIX C

Hydrology Study – Rational Method for Pre & Post-developed 10-year & 100-year storm event using CivilD software

DA11ExRat10yr24013

San Bernardino County Rational Hydrology Program

(Hydrology Manual Date - August 1986)

CIVILCADD/CIVILDESIGN Engineering Software, (c) 1989-2019 Version 9.1
Rational Hydrology Study Date: 10/01/25

Program License Serial Number 6474

Commercial Development
Pre-developed DA1.1, 10-YR
SEC Riverside Drive and Ontario (Champion) Avenue,
Ontario CA 91761

********* Hydrology Study Control Information **********

Rational hydrology study storm event year is 10.0
Computed rainfall intensity:
Storm year = 10.00 1 hour rainfall = 0.898 (In.)
Slope used for rainfall intensity curve b = 0.6000
Soil antecedent moisture condition (AMC) = 2

++
Process from Point/Station 1.100 to Point/Station 1.110
**** INITIAL AREA EVALUATION ****

UNDEVELOPED (poor cover) subarea
Decimal fraction soil group A = 0.000
Decimal fraction soil group B = 1.000
Decimal fraction soil group C = 0.000
Decimal fraction soil group D = 0.000
SCS curve number for soil(AMC 2) = 78.00
Pervious ratio(Ap) = 1.0000 Max loss rate(Fm)= 0.404(In/Hr)
Initial subarea data:
Initial area flow distance = 425.000(Ft.)
Top (of initial area) elevation = 782.500(Ft.)
Bottom (of initial area) elevation = 774.240(Ft.)
Difference in elevation = 8.260(Ft.)
Slope = 0.01944 s(%)= 1.94
TC = k(0.525)*[(length^3)/(elevation change)]^0.2
Initial area time of concentration = 12.996 min.

DA11ExRat10yr24013

Rainfall intensity = 2.248(In/Hr) for a 10.0 year storm
Effective runoff coefficient used for area (Q=KCIA) is C = 0.738
Subarea runoff = 4.035(CFS)
Total initial stream area = 2.430(Ac.)
Pervious area fraction = 1.000
Initial area Fm value = 0.404(In/Hr)
End of computations, Total Study Area = 2.43 (Ac.)
The following figures may
be used for a unit hydrograph study of the same area.
Note: These figures do not consider reduced effective area
effects caused by confluences in the rational equation.

Area averaged pervious area fraction(Ap) = 1.000
Area averaged SCS curve number = 78.0

DA11ExRat100yr24013

San Bernardino County Rational Hydrology Program

(Hydrology Manual Date - August 1986)

CIVILCADD/CIVILDESIGN Engineering Software, (c) 1989-2019 Version 9.1
Rational Hydrology Study Date: 10/01/25

Program License Serial Number 6474

Commercial Development
Pre-developed DA1.1, 100-YR
SEC Riverside Drive and Ontario (Champion) Avenue,
Ontario CA 91761

********* Hydrology Study Control Information **********

Rational hydrology study storm event year is 100.0
10 Year storm 1 hour rainfall = 0.898(In.)
100 Year storm 1 hour rainfall = 1.360(In.)
Computed rainfall intensity:
Storm year = 100.00 1 hour rainfall = 1.360 (In.)
Slope used for rainfall intensity curve b = 0.6000
Soil antecedent moisture condition (AMC) = 3

++
Process from Point/Station 1.100 to Point/Station 1.110
**** INITIAL AREA EVALUATION ****

UNDEVELOPED (poor cover) subarea
Decimal fraction soil group A = 0.000
Decimal fraction soil group B = 1.000
Decimal fraction soil group C = 0.000
Decimal fraction soil group D = 0.000
SCS curve number for soil(AMC 2) = 78.00
Adjusted SCS curve number for AMC 3 = 92.80
Pervious ratio(Ap) = 1.0000 Max loss rate(Fm)= 0.140(In/Hr)
Initial subarea data:
Initial area flow distance = 425.000(Ft.)
Top (of initial area) elevation = 782.500(Ft.)
Bottom (of initial area) elevation = 774.240(Ft.)
Difference in elevation = 8.260(Ft.)

DA11ExRat100yr24013

```
Slope =    0.01944  s(%)=       1.94
TC = k(0.525)*[(length^3)/(elevation change)]^0.2
Initial area time of concentration =   12.996 min.
Rainfall intensity =      3.405(In/Hr) for a   100.0 year storm
Effective runoff coefficient used for area (Q=KCIA) is C = 0.863
Subarea runoff =      7.141(CFS)
Total initial stream area =        2.430(Ac.)
Pervious area fraction = 1.000
Initial area Fm value =    0.140(In/Hr)
End of computations, Total Study Area =            2.43 (Ac.)
The following figures may
be used for a unit hydrograph study of the same area.
Note: These figures do not consider reduced effective area
effects caused by confluences in the rational equation.

Area averaged pervious area fraction(Ap) = 1.000
Area averaged SCS curve number =  78.0
```

DA12ExRat10yr24013

San Bernardino County Rational Hydrology Program

(Hydrology Manual Date - August 1986)

CIVILCADD/CIVILDESIGN Engineering Software, (c) 1989-2019 Version 9.1
Rational Hydrology Study Date: 10/01/25

Program License Serial Number 6474

Commercial Development
Pre-developed DA1.2, 10-YR
SEC Riverside Drive and Ontario (Champion) Avenue,
Ontario CA 91761

********* Hydrology Study Control Information **********

Rational hydrology study storm event year is 10.0
Computed rainfall intensity:
Storm year = 10.00 1 hour rainfall = 0.898 (In.)
Slope used for rainfall intensity curve b = 0.6000
Soil antecedent moisture condition (AMC) = 2

++
Process from Point/Station 1.200 to Point/Station 1.210
**** INITIAL AREA EVALUATION ****

UNDEVELOPED (poor cover) subarea
Decimal fraction soil group A = 0.000
Decimal fraction soil group B = 1.000
Decimal fraction soil group C = 0.000
Decimal fraction soil group D = 0.000
SCS curve number for soil(AMC 2) = 78.00
Pervious ratio(Ap) = 1.0000 Max loss rate(Fm)= 0.404(In/Hr)
Initial subarea data:
Initial area flow distance = 498.000(Ft.)
Top (of initial area) elevation = 779.800(Ft.)
Bottom (of initial area) elevation = 775.240(Ft.)
Difference in elevation = 4.560(Ft.)
Slope = 0.00916 s(%)= 0.92
TC = k(0.525)*[(length^3)/(elevation change)]^0.2
Initial area time of concentration = 16.095 min.

DA12ExRat10yr24013

```
Rainfall intensity =      1.978(In/Hr) for a    10.0 year storm
Effective runoff coefficient used for area (Q=KCIA) is C = 0.716
Subarea runoff =      2.702(CFS)
Total initial stream area =        1.907(Ac.)
Pervious area fraction = 1.000
Initial area Fm value =    0.404(In/Hr)
End of computations, Total Study Area =            1.91 (Ac.)
The following figures may
be used for a unit hydrograph study of the same area.
Note: These figures do not consider reduced effective area
effects caused by confluences in the rational equation.

Area averaged pervious area fraction(Ap) = 1.000
Area averaged SCS curve number =  78.0
```

DA12ExRat100yr24013

San Bernardino County Rational Hydrology Program

(Hydrology Manual Date - August 1986)

CIVILCADD/CIVILDESIGN Engineering Software, (c) 1989-2019 Version 9.1
Rational Hydrology Study Date: 10/01/25

Program License Serial Number 6474

Commercial Development
Pre-developed DA1.2, 100-YR
SEC Riverside Drive and Ontario (Champion) Avenue,
Ontario CA 91761

********* Hydrology Study Control Information **********

Rational hydrology study storm event year is 100.0
10 Year storm 1 hour rainfall = 0.898(In.)
100 Year storm 1 hour rainfall = 1.360(In.)
Computed rainfall intensity:
Storm year = 100.00 1 hour rainfall = 1.360 (In.)
Slope used for rainfall intensity curve b = 0.6000
Soil antecedent moisture condition (AMC) = 3

++
Process from Point/Station 1.200 to Point/Station 1.210
**** INITIAL AREA EVALUATION ****

UNDEVELOPED (poor cover) subarea
Decimal fraction soil group A = 0.000
Decimal fraction soil group B = 1.000
Decimal fraction soil group C = 0.000
Decimal fraction soil group D = 0.000
SCS curve number for soil(AMC 2) = 78.00
Adjusted SCS curve number for AMC 3 = 92.80
Pervious ratio(Ap) = 1.0000 Max loss rate(Fm)= 0.140(In/Hr)
Initial subarea data:
Initial area flow distance = 498.000(Ft.)
Top (of initial area) elevation = 779.800(Ft.)
Bottom (of initial area) elevation = 775.240(Ft.)
Difference in elevation = 4.560(Ft.)

DA12ExRat100yr24013

```
Slope =    0.00916  s(%)=       0.92
TC = k(0.525)*[(length^3)/(elevation change)]^0.2
Initial area time of concentration =   16.095 min.
Rainfall intensity =      2.995(In/Hr) for a   100.0 year storm
Effective runoff coefficient used for area (Q=KCIA) is C = 0.858
Subarea runoff =      4.900(CFS)
Total initial stream area =        1.907(Ac.)
Pervious area fraction = 1.000
Initial area Fm value =    0.140(In/Hr)
End of computations, Total Study Area =            1.91 (Ac.)
The following figures may
be used for a unit hydrograph study of the same area.
Note: These figures do not consider reduced effective area
effects caused by confluences in the rational equation.

Area averaged pervious area fraction(Ap) = 1.000
Area averaged SCS curve number =  78.0
```

DA1PrRat10yr24013

San Bernardino County Rational Hydrology Program

(Hydrology Manual Date - August 1986)

CIVILCADD/CIVILDESIGN Engineering Software, (c) 1989-2019 Version 9.1
Rational Hydrology Study Date: 10/06/25

Program License Serial Number 6474

Commercial Development
Post-developed DA1, 10-YR
SEC Riverside Drive and Ontario (Champion) Avenue,
Ontario CA 91761

********* Hydrology Study Control Information **********

Rational hydrology study storm event year is 10.0
Computed rainfall intensity:
Storm year = 10.00 1 hour rainfall = 0.898 (In.)
Slope used for rainfall intensity curve b = 0.6000
Soil antecedent moisture condition (AMC) = 2

++
Process from Point/Station 1.000 to Point/Station 1.100
**** INITIAL AREA EVALUATION ****

COMMERCIAL subarea type
Decimal fraction soil group A = 0.000
Decimal fraction soil group B = 1.000
Decimal fraction soil group C = 0.000
Decimal fraction soil group D = 0.000
SCS curve number for soil(AMC 2) = 56.00
Pervious ratio(Ap) = 0.1000 Max loss rate(Fm)= 0.073(In/Hr)
Initial subarea data:
Initial area flow distance = 188.000(Ft.)
Top (of initial area) elevation = 779.130(Ft.)
Bottom (of initial area) elevation = 775.340(Ft.)
Difference in elevation = 3.790(Ft.)
Slope = 0.02016 s(%)= 2.02
TC = k(0.304)*[(length^3)/(elevation change)]^0.2
Initial area time of concentration = 5.391 min.

DA1PrRat10yr24013

Rainfall intensity = 3.812(In/Hr) for a 10.0 year storm
Effective runoff coefficient used for area (Q=KCIA) is C = 0.883
Subarea runoff = 14.594(CFS)
Total initial stream area = 4.337(Ac.)
Pervious area fraction = 0.100
Initial area Fm value = 0.073(In/Hr)
End of computations, Total Study Area = 4.34 (Ac.)
The following figures may
be used for a unit hydrograph study of the same area.
Note: These figures do not consider reduced effective area
effects caused by confluences in the rational equation.

Area averaged pervious area fraction(Ap) = 0.100
Area averaged SCS curve number = 56.0

DA1PrRat100yr24013

San Bernardino County Rational Hydrology Program

(Hydrology Manual Date - August 1986)

CIVILCADD/CIVILDESIGN Engineering Software, (c) 1989-2019 Version 9.1
Rational Hydrology Study Date: 10/06/25

Program License Serial Number 6474

Commercial Development
Post-developed DA1, 100-YR
SEC Riverside Drive and Ontario (Champion) Avenue,
Ontario CA 91761

********* Hydrology Study Control Information **********

Rational hydrology study storm event year is 100.0
10 Year storm 1 hour rainfall = 0.898(In.)
100 Year storm 1 hour rainfall = 1.360(In.)
Computed rainfall intensity:
Storm year = 100.00 1 hour rainfall = 1.360 (In.)
Slope used for rainfall intensity curve b = 0.6000
Soil antecedent moisture condition (AMC) = 3

++
Process from Point/Station 1.000 to Point/Station 1.100
**** INITIAL AREA EVALUATION ****

COMMERCIAL subarea type
Decimal fraction soil group A = 0.000
Decimal fraction soil group B = 1.000
Decimal fraction soil group C = 0.000
Decimal fraction soil group D = 0.000
SCS curve number for soil(AMC 2) = 56.00
Adjusted SCS curve number for AMC 3 = 75.80
Pervious ratio(Ap) = 0.1000 Max loss rate(Fm)= 0.044(In/Hr)
Initial subarea data:
Initial area flow distance = 188.000(Ft.)
Top (of initial area) elevation = 779.130(Ft.)
Bottom (of initial area) elevation = 775.340(Ft.)
Difference in elevation = 3.790(Ft.)

DA1PrRat100yr24013

```
Slope =    0.02016  s(%)=       2.02
TC = k(0.304)*[(length^3)/(elevation change)]^0.2
Initial area time of concentration =    5.391 min.
Rainfall intensity =      5.774(In/Hr) for a   100.0 year storm
Effective runoff coefficient used for area (Q=KCIA) is C = 0.893
Subarea runoff =     22.364(CFS)
Total initial stream area =        4.337(Ac.)
Pervious area fraction = 0.100
Initial area Fm value =    0.044(In/Hr)
End of computations, Total Study Area =            4.34 (Ac.)
The following figures may
be used for a unit hydrograph study of the same area.
Note: These figures do not consider reduced effective area
effects caused by confluences in the rational equation.

Area averaged pervious area fraction(Ap) = 0.100
Area averaged SCS curve number =  56.0
```

SB1Rat100yr24013

San Bernardino County Rational Hydrology Program

(Hydrology Manual Date - August 1986)

CIVILCADD/CIVILDESIGN Engineering Software, (c) 1989-2019 Version 9.1
Rational Hydrology Study Date: 10/06/25

Program License Serial Number 6474

Commercial Development
Post-developed SB1, 100-YR
SEC Riverside Drive and Ontario (Champion) Avenue,
Ontario CA 91761

********* Hydrology Study Control Information **********

Rational hydrology study storm event year is 100.0
10 Year storm 1 hour rainfall = 0.898(In.)
100 Year storm 1 hour rainfall = 1.360(In.)
Computed rainfall intensity:
Storm year = 100.00 1 hour rainfall = 1.360 (In.)
Slope used for rainfall intensity curve b = 0.6000
Soil antecedent moisture condition (AMC) = 3

++
Process from Point/Station 100.000 to Point/Station 101.000
**** INITIAL AREA EVALUATION ****

COMMERCIAL subarea type
Decimal fraction soil group A = 0.000
Decimal fraction soil group B = 1.000
Decimal fraction soil group C = 0.000
Decimal fraction soil group D = 0.000
SCS curve number for soil(AMC 2) = 56.00
Adjusted SCS curve number for AMC 3 = 75.80
Pervious ratio(Ap) = 0.1000 Max loss rate(Fm)= 0.044(In/Hr)
Initial subarea data:
Initial area flow distance = 62.000(Ft.)
Top (of initial area) elevation = 776.870(Ft.)
Bottom (of initial area) elevation = 775.880(Ft.)
Difference in elevation = 0.990(Ft.)

SB1Rat100yr24013

```
Slope =    0.01597  s(%)=       1.60
TC = k(0.304)*[(length^3)/(elevation change)]^0.2
Initial area time of concentration =    3.624 min.
Rainfall intensity =      7.327(In/Hr) for a   100.0 year storm
Effective runoff coefficient used for area (Q=KCIA) is C = 0.895
Subarea runoff =      1.809(CFS)
Total initial stream area =        0.276(Ac.)
Pervious area fraction = 0.100
Initial area Fm value =    0.044(In/Hr)
End of computations, Total Study Area =            0.28 (Ac.)
The following figures may
be used for a unit hydrograph study of the same area.
Note: These figures do not consider reduced effective area
effects caused by confluences in the rational equation.

Area averaged pervious area fraction(Ap) = 0.100
Area averaged SCS curve number =  56.0
```

SB2Rat100yr24013

San Bernardino County Rational Hydrology Program

(Hydrology Manual Date - August 1986)

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 CIVILCADD/CIVILDESIGN  Engineering Software, (c) 1989-2019 Version 9.1
        Rational Hydrology Study        Date: 10/07/25
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Program License Serial Number 6474
------------------------------------------------------------------------
Commercial Development
Post-developed SB2, 100-YR
SEC Riverside Drive and Ontario (Champion) Avenue,
Ontario CA 91761
------------------------------------------------------------------------
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 *********   Hydrology Study Control Information **********

------------------------------------------------------------------------
Rational hydrology study storm event year is   100.0
   10 Year storm 1 hour rainfall  =      0.898(In.)
  100 Year storm 1 hour rainfall  =      1.360(In.)
Computed rainfall intensity:
Storm year =   100.00   1 hour rainfall =     1.360 (In.)
Slope used for rainfall intensity curve b =  0.6000
Soil antecedent moisture condition (AMC) = 3


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station      200.000 to Point/Station      201.000
**** INITIAL AREA EVALUATION ****
______________________________________________________________________
COMMERCIAL subarea type
Decimal fraction soil group A = 0.000
Decimal fraction soil group B = 1.000
Decimal fraction soil group C = 0.000
Decimal fraction soil group D = 0.000
SCS curve number for soil(AMC 2)  = 56.00
Adjusted SCS curve number for AMC 3 = 75.80
Pervious ratio(Ap) = 0.1000     Max loss rate(Fm)=     0.044(In/Hr)
Initial subarea data:
Initial area flow distance =   109.000(Ft.)
Top (of initial area) elevation =   779.130(Ft.)
Bottom (of initial area) elevation =   775.630(Ft.)
Difference in elevation =     3.500(Ft.)
```

SB2Rat100yr24013

```
Slope =    0.03211  s(%)=       3.21
TC = k(0.304)*[(length^3)/(elevation change)]^0.2
Initial area time of concentration =    3.949 min.
Rainfall intensity =      6.959(In/Hr) for a   100.0 year storm
Effective runoff coefficient used for area (Q=KCIA) is C = 0.894
Subarea runoff =      1.220(CFS)
Total initial stream area =        0.196(Ac.)
Pervious area fraction = 0.100
Initial area Fm value =    0.044(In/Hr)
End of computations, Total Study Area =            0.20 (Ac.)
The following figures may
be used for a unit hydrograph study of the same area.
Note: These figures do not consider reduced effective area
effects caused by confluences in the rational equation.

Area averaged pervious area fraction(Ap) = 0.100
Area averaged SCS curve number =  56.0
```

SB3Rat100yr24013

San Bernardino County Rational Hydrology Program

(Hydrology Manual Date - August 1986)

CIVILCADD/CIVILDESIGN Engineering Software, (c) 1989-2019 Version 9.1
Rational Hydrology Study Date: 10/06/25

Program License Serial Number 6474

Commercial Development
Post-developed SB3, 100-YR
SEC Riverside Drive and Ontario (Champion) Avenue,
Ontario CA 91761

********* Hydrology Study Control Information **********

Rational hydrology study storm event year is 100.0
10 Year storm 1 hour rainfall = 0.898(In.)
100 Year storm 1 hour rainfall = 1.360(In.)
Computed rainfall intensity:
Storm year = 100.00 1 hour rainfall = 1.360 (In.)
Slope used for rainfall intensity curve b = 0.6000
Soil antecedent moisture condition (AMC) = 3

++
Process from Point/Station 300.000 to Point/Station 301.000
**** INITIAL AREA EVALUATION ****

COMMERCIAL subarea type
Decimal fraction soil group A = 0.000
Decimal fraction soil group B = 1.000
Decimal fraction soil group C = 0.000
Decimal fraction soil group D = 0.000
SCS curve number for soil(AMC 2) = 56.00
Adjusted SCS curve number for AMC 3 = 75.80
Pervious ratio(Ap) = 0.1000 Max loss rate(Fm)= 0.044(In/Hr)
Initial subarea data:
Initial area flow distance = 188.000(Ft.)
Top (of initial area) elevation = 779.130(Ft.)
Bottom (of initial area) elevation = 775.340(Ft.)
Difference in elevation = 3.790(Ft.)

SB3Rat100yr24013

```
Slope =    0.02016  s(%)=       2.02
TC = k(0.304)*[(length^3)/(elevation change)]^0.2
Initial area time of concentration =    5.391 min.
Rainfall intensity =      5.774(In/Hr) for a   100.0 year storm
Effective runoff coefficient used for area (Q=KCIA) is C = 0.893
Subarea runoff =      4.259(CFS)
Total initial stream area =        0.826(Ac.)
Pervious area fraction = 0.100
Initial area Fm value =    0.044(In/Hr)
End of computations, Total Study Area =            0.83 (Ac.)
The following figures may
be used for a unit hydrograph study of the same area.
Note: These figures do not consider reduced effective area
effects caused by confluences in the rational equation.

Area averaged pervious area fraction(Ap) = 0.100
Area averaged SCS curve number =  56.0
```

SB4Rat100yr24013

San Bernardino County Rational Hydrology Program

(Hydrology Manual Date - August 1986)

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 CIVILCADD/CIVILDESIGN  Engineering Software, (c) 1989-2019 Version 9.1
        Rational Hydrology Study        Date: 10/06/25
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Program License Serial Number 6474
------------------------------------------------------------------------
Commercial Development
Post-developed SB4, 100-YR
SEC Riverside Drive and Ontario (Champion) Avenue,
Ontario CA 91761
------------------------------------------------------------------------
------------------------------------------------------------------------

 *********   Hydrology Study Control Information **********

------------------------------------------------------------------------
Rational hydrology study storm event year is   100.0
   10 Year storm 1 hour rainfall  =      0.898(In.)
  100 Year storm 1 hour rainfall  =      1.360(In.)
Computed rainfall intensity:
Storm year =   100.00   1 hour rainfall =     1.360 (In.)
Slope used for rainfall intensity curve b =  0.6000
Soil antecedent moisture condition (AMC) = 3


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station      400.000 to Point/Station      401.000
**** INITIAL AREA EVALUATION ****
______________________________________________________________________
COMMERCIAL subarea type
Decimal fraction soil group A = 0.000
Decimal fraction soil group B = 1.000
Decimal fraction soil group C = 0.000
Decimal fraction soil group D = 0.000
SCS curve number for soil(AMC 2)  = 56.00
Adjusted SCS curve number for AMC 3 = 75.80
Pervious ratio(Ap) = 0.1000     Max loss rate(Fm)=     0.044(In/Hr)
Initial subarea data:
Initial area flow distance =   151.000(Ft.)
Top (of initial area) elevation =   779.370(Ft.)
Bottom (of initial area) elevation =   775.070(Ft.)
Difference in elevation =     4.300(Ft.)
```

SB4Rat100yr24013

```
Slope =    0.02848  s(%)=       2.85
TC = k(0.304)*[(length^3)/(elevation change)]^0.2
Initial area time of concentration =    4.609 min.
Rainfall intensity =      6.343(In/Hr) for a   100.0 year storm
Effective runoff coefficient used for area (Q=KCIA) is C = 0.894
Subarea runoff =      3.889(CFS)
Total initial stream area =        0.686(Ac.)
Pervious area fraction = 0.100
Initial area Fm value =    0.044(In/Hr)
End of computations, Total Study Area =            0.69 (Ac.)
The following figures may
be used for a unit hydrograph study of the same area.
Note: These figures do not consider reduced effective area
effects caused by confluences in the rational equation.

Area averaged pervious area fraction(Ap) = 0.100
Area averaged SCS curve number =  56.0
```

SB5Rat100yr24013

San Bernardino County Rational Hydrology Program

(Hydrology Manual Date - August 1986)

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 CIVILCADD/CIVILDESIGN  Engineering Software, (c) 1989-2019 Version 9.1
        Rational Hydrology Study        Date: 10/06/25
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Program License Serial Number 6474
----------------------------------------------------------------------
Commercial Development
Post-developed SB5, 100-YR
SEC Riverside Drive and Ontario (Champion) Avenue,
Ontario CA 91761
----------------------------------------------------------------------
----------------------------------------------------------------------

 *********   Hydrology Study Control Information **********

----------------------------------------------------------------------
Rational hydrology study storm event year is   100.0
   10 Year storm 1 hour rainfall  =      0.898(In.)
  100 Year storm 1 hour rainfall  =      1.360(In.)
Computed rainfall intensity:
Storm year =   100.00   1 hour rainfall =     1.360 (In.)
Slope used for rainfall intensity curve b =  0.6000
Soil antecedent moisture condition (AMC) = 3


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station      500.000 to Point/Station      501.000
**** INITIAL AREA EVALUATION ****
______________________________________________________________________
COMMERCIAL subarea type
Decimal fraction soil group A = 0.000
Decimal fraction soil group B = 1.000
Decimal fraction soil group C = 0.000
Decimal fraction soil group D = 0.000
SCS curve number for soil(AMC 2)  = 56.00
Adjusted SCS curve number for AMC 3 = 75.80
Pervious ratio(Ap) = 0.1000     Max loss rate(Fm)=     0.044(In/Hr)
Initial subarea data:
Initial area flow distance =   150.000(Ft.)
Top (of initial area) elevation =   778.100(Ft.)
Bottom (of initial area) elevation =   775.300(Ft.)
Difference in elevation =     2.800(Ft.)
```

SB5Rat100yr24013

```
Slope =    0.01867  s(%)=       1.87
TC = k(0.304)*[(length^3)/(elevation change)]^0.2
Initial area time of concentration =    5.001 min.
Rainfall intensity =      6.039(In/Hr) for a   100.0 year storm
Effective runoff coefficient used for area (Q=KCIA) is C = 0.893
Subarea runoff =      3.415(CFS)
Total initial stream area =        0.633(Ac.)
Pervious area fraction = 0.100
Initial area Fm value =    0.044(In/Hr)
End of computations, Total Study Area =            0.63 (Ac.)
The following figures may
be used for a unit hydrograph study of the same area.
Note: These figures do not consider reduced effective area
effects caused by confluences in the rational equation.

Area averaged pervious area fraction(Ap) = 0.100
Area averaged SCS curve number =  56.0
```

SB6Rat100yr24013

San Bernardino County Rational Hydrology Program

(Hydrology Manual Date - August 1986)

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 CIVILCADD/CIVILDESIGN  Engineering Software, (c) 1989-2019 Version 9.1
        Rational Hydrology Study        Date: 10/06/25
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Program License Serial Number 6474
------------------------------------------------------------------------
Commercial Development
Post-developed SB6, 100-YR
SEC Riverside Drive and Ontario (Champion) Avenue,
Ontario CA 91761
------------------------------------------------------------------------
------------------------------------------------------------------------

 *********   Hydrology Study Control Information **********

------------------------------------------------------------------------
Rational hydrology study storm event year is   100.0
   10 Year storm 1 hour rainfall  =      0.898(In.)
  100 Year storm 1 hour rainfall  =      1.360(In.)
Computed rainfall intensity:
Storm year =   100.00   1 hour rainfall =     1.360 (In.)
Slope used for rainfall intensity curve b =  0.6000
Soil antecedent moisture condition (AMC) = 3


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station      600.000 to Point/Station      601.000
**** INITIAL AREA EVALUATION ****
______________________________________________________________________
COMMERCIAL subarea type
Decimal fraction soil group A = 0.000
Decimal fraction soil group B = 1.000
Decimal fraction soil group C = 0.000
Decimal fraction soil group D = 0.000
SCS curve number for soil(AMC 2)  = 56.00
Adjusted SCS curve number for AMC 3 = 75.80
Pervious ratio(Ap) = 0.1000     Max loss rate(Fm)=     0.044(In/Hr)
Initial subarea data:
Initial area flow distance =   149.000(Ft.)
Top (of initial area) elevation =   778.270(Ft.)
Bottom (of initial area) elevation =   776.060(Ft.)
Difference in elevation =     2.210(Ft.)
```

SB6Rat100yr24013

```
Slope =    0.01483  s(%)=       1.48
TC = k(0.304)*[(length^3)/(elevation change)]^0.2
Initial area time of concentration =    5.223 min.
Rainfall intensity =      5.884(In/Hr) for a   100.0 year storm
Effective runoff coefficient used for area (Q=KCIA) is C = 0.893
Subarea runoff =      3.322(CFS)
Total initial stream area =        0.632(Ac.)
Pervious area fraction = 0.100
Initial area Fm value =    0.044(In/Hr)
End of computations, Total Study Area =            0.63 (Ac.)
The following figures may
be used for a unit hydrograph study of the same area.
Note: These figures do not consider reduced effective area
effects caused by confluences in the rational equation.

Area averaged pervious area fraction(Ap) = 0.100
Area averaged SCS curve number =  56.0
```

SB7Rat100yr24013

San Bernardino County Rational Hydrology Program

(Hydrology Manual Date - August 1986)

CIVILCADD/CIVILDESIGN Engineering Software, (c) 1989-2019 Version 9.1
Rational Hydrology Study Date: 10/06/25

Program License Serial Number 6474

Commercial Development
Post-developed SB7, 100-YR
SEC Riverside Drive and Ontario (Champion) Avenue,
Ontario CA 91761

********* Hydrology Study Control Information **********

Rational hydrology study storm event year is 100.0
10 Year storm 1 hour rainfall = 0.898(In.)
100 Year storm 1 hour rainfall = 1.360(In.)
Computed rainfall intensity:
Storm year = 100.00 1 hour rainfall = 1.360 (In.)
Slope used for rainfall intensity curve b = 0.6000
Soil antecedent moisture condition (AMC) = 3

++
Process from Point/Station 700.000 to Point/Station 701.000
**** INITIAL AREA EVALUATION ****

COMMERCIAL subarea type
Decimal fraction soil group A = 0.000
Decimal fraction soil group B = 1.000
Decimal fraction soil group C = 0.000
Decimal fraction soil group D = 0.000
SCS curve number for soil(AMC 2) = 56.00
Adjusted SCS curve number for AMC 3 = 75.80
Pervious ratio(Ap) = 0.1000 Max loss rate(Fm)= 0.044(In/Hr)
Initial subarea data:
Initial area flow distance = 146.000(Ft.)
Top (of initial area) elevation = 777.700(Ft.)
Bottom (of initial area) elevation = 776.530(Ft.)
Difference in elevation = 1.170(Ft.)

SB7Rat100yr24013

```
Slope =    0.00801  s(%)=       0.80
TC = k(0.304)*[(length^3)/(elevation change)]^0.2
Initial area time of concentration =    5.859 min.
Rainfall intensity =      5.492(In/Hr) for a   100.0 year storm
Effective runoff coefficient used for area (Q=KCIA) is C = 0.893
Subarea runoff =      3.295(CFS)
Total initial stream area =        0.672(Ac.)
Pervious area fraction = 0.100
Initial area Fm value =    0.044(In/Hr)
End of computations, Total Study Area =            0.67 (Ac.)
The following figures may
be used for a unit hydrograph study of the same area.
Note: These figures do not consider reduced effective area
effects caused by confluences in the rational equation.

Area averaged pervious area fraction(Ap) = 0.100
Area averaged SCS curve number =  56.0
```

APPENDIX D

Hydrology Study – Synthetic Unit Hydrograph Method for Pre & Post-developed
10-year & 100-year storm event using CivilD software

DA11ExSyn10yr24013

U n i t H y d r o g r a p h A n a l y s i s

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Study date 10/01/25

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```
                        DA11ExSyn10yr24013
             2.43           24           4.01
-------------------------------------------------------------------
+++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++

******** Area-averaged max loss rate, Fm ********


SCS curve  SCS curve     Area     Area     Fp(Fig C6)    Ap      Fm
No.(AMCII) NO.(AMC 2)    (Ac.)    Fraction     (In/Hr)  (dec.)   (In/Hr)
 86.0      86.0          2.43      1.000     0.265    0.918    0.243

Area-averaged adjusted loss rate Fm (In/Hr) =  0.243

********* Area-Averaged low loss rate fraction, Yb **********

Area       Area          SCS CN    SCS CN      S     Pervious
 (Ac.)      Fract         (AMC2)    (AMC2)           Yield Fr
     2.23   0.918         86.0      86.0       1.63     0.637
     0.20   0.082         98.0      98.0       0.20     0.941

Area-averaged catchment yield fraction, Y =  0.662
Area-averaged low loss fraction, Yb =  0.338
User entry of time of concentration  =   0.217 (hours)
+++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Watershed area =       2.43(Ac.)
Catchment Lag time =   0.173 hours
Unit interval =   5.000 minutes
Unit interval percentage of lag time = 48.0917
Hydrograph baseflow =     0.00(CFS)
Average maximum watershed loss rate(Fm) =  0.243(In/Hr)
Average low loss rate fraction (Yb) = 0.338 (decimal)
VALLEY UNDEVELOPED S-Graph Selected
Computed peak 5-minute rainfall =  0.332(In)
Computed peak 30-minute rainfall =  0.681(In)
Specified peak 1-hour rainfall =  0.898(In)
Computed peak 3-hour rainfall =  1.630(In)
Specified peak 6-hour rainfall =  2.280(In)
Specified peak 24-hour rainfall =  4.010(In)


Note: user specified rainfall values used.
Rainfall depth area reduction factors:
Using a total area of       2.43(Ac.) (Ref: fig. E-4)

5-minute factor = 1.000     Adjusted rainfall =  0.332(In)
30-minute factor = 1.000    Adjusted rainfall =  0.680(In)
1-hour factor = 1.000       Adjusted rainfall =  0.898(In)
3-hour factor = 1.000       Adjusted rainfall =  1.630(In)
```

DA11ExSyn10yr24013

6-hour factor = 1.000 Adjusted rainfall = 2.280(In)

24-hour factor = 1.000 Adjusted rainfall = 4.010(In)

U n i t H y d r o g r a p h

++

Interval Number	'S' Graph Mean values	Unit Hydrograph ((CFS))
	(K = 29.39 (CFS))	
1	5.770	1.696
2	30.294	7.207
3	59.228	8.503
4	72.910	4.021
5	79.903	2.055
6	84.734	1.420
7	88.239	1.030
8	90.941	0.794
9	92.952	0.591
10	94.500	0.455
11	95.879	0.405
12	96.937	0.311
13	97.794	0.252
14	98.467	0.198
15	98.973	0.149
16	99.454	0.141
17	100.000	0.071

Peak Unit Number	Adjusted mass rainfall (In)	Unit rainfall (In)
1	0.3323	0.3323
2	0.4385	0.1062
3	0.5157	0.0772
4	0.5786	0.0629
5	0.6326	0.0540
6	0.6805	0.0479
7	0.7238	0.0433
8	0.7635	0.0397
9	0.8003	0.0368
10	0.8347	0.0344
11	0.8672	0.0324
12	0.8979	0.0307
13	0.9378	0.0399
14	0.9763	0.0385
15	1.0135	0.0372
16	1.0496	0.0361
17	1.0847	0.0351

18	1.1189	0.0342
19	1.1522	0.0333
20	1.1848	0.0325
21	1.2166	0.0318
22	1.2477	0.0311
23	1.2781	0.0305
24	1.3080	0.0299
25	1.3373	0.0293
26	1.3661	0.0288
27	1.3943	0.0283
28	1.4221	0.0278
29	1.4495	0.0273
30	1.4764	0.0269
31	1.5029	0.0265
32	1.5290	0.0261
33	1.5548	0.0258
34	1.5802	0.0254
35	1.6052	0.0251
36	1.6300	0.0247
37	1.6517	0.0218
38	1.6732	0.0215
39	1.6944	0.0212
40	1.7153	0.0209
41	1.7359	0.0206
42	1.7563	0.0204
43	1.7764	0.0201
44	1.7963	0.0199
45	1.8159	0.0197
46	1.8354	0.0194
47	1.8546	0.0192
48	1.8736	0.0190
49	1.8924	0.0188
50	1.9110	0.0186
51	1.9294	0.0184
52	1.9476	0.0182
53	1.9657	0.0180
54	1.9835	0.0179
55	2.0012	0.0177
56	2.0188	0.0175
57	2.0361	0.0174
58	2.0534	0.0172
59	2.0704	0.0171
60	2.0873	0.0169
61	2.1041	0.0168
62	2.1207	0.0166
63	2.1372	0.0165
64	2.1536	0.0164
65	2.1698	0.0162

66	2.1859	0.0161
67	2.2019	0.0160
68	2.2178	0.0159
69	2.2335	0.0157
70	2.2491	0.0156
71	2.2646	0.0155
72	2.2800	0.0154
73	2.2928	0.0128
74	2.3056	0.0127
75	2.3182	0.0126
76	2.3307	0.0125
77	2.3432	0.0124
78	2.3555	0.0123
79	2.3678	0.0123
80	2.3800	0.0122
81	2.3920	0.0121
82	2.4040	0.0120
83	2.4159	0.0119
84	2.4277	0.0118
85	2.4394	0.0117
86	2.4511	0.0116
87	2.4627	0.0116
88	2.4742	0.0115
89	2.4856	0.0114
90	2.4969	0.0113
91	2.5082	0.0113
92	2.5194	0.0112
93	2.5305	0.0111
94	2.5415	0.0110
95	2.5525	0.0110
96	2.5634	0.0109
97	2.5742	0.0108
98	2.5850	0.0108
99	2.5957	0.0107
100	2.6064	0.0106
101	2.6170	0.0106
102	2.6275	0.0105
103	2.6380	0.0105
104	2.6484	0.0104
105	2.6587	0.0103
106	2.6690	0.0103
107	2.6792	0.0102
108	2.6894	0.0102
109	2.6995	0.0101
110	2.7095	0.0101
111	2.7196	0.0100
112	2.7295	0.0100
113	2.7394	0.0099

114	2.7493	0.0098
115	2.7591	0.0098
116	2.7688	0.0097
117	2.7785	0.0097
118	2.7881	0.0096
119	2.7977	0.0096
120	2.8073	0.0096
121	2.8168	0.0095
122	2.8263	0.0095
123	2.8357	0.0094
124	2.8450	0.0094
125	2.8544	0.0093
126	2.8636	0.0093
127	2.8729	0.0092
128	2.8821	0.0092
129	2.8912	0.0091
130	2.9003	0.0091
131	2.9094	0.0091
132	2.9184	0.0090
133	2.9274	0.0090
134	2.9363	0.0089
135	2.9452	0.0089
136	2.9541	0.0089
137	2.9629	0.0088
138	2.9717	0.0088
139	2.9805	0.0088
140	2.9892	0.0087
141	2.9979	0.0087
142	3.0065	0.0086
143	3.0151	0.0086
144	3.0237	0.0086
145	3.0322	0.0085
146	3.0407	0.0085
147	3.0492	0.0085
148	3.0576	0.0084
149	3.0660	0.0084
150	3.0744	0.0084
151	3.0827	0.0083
152	3.0910	0.0083
153	3.0993	0.0083
154	3.1075	0.0082
155	3.1157	0.0082
156	3.1239	0.0082
157	3.1320	0.0081
158	3.1401	0.0081
159	3.1482	0.0081
160	3.1563	0.0080
161	3.1643	0.0080

162	3.1723	0.0080
163	3.1802	0.0080
164	3.1882	0.0079
165	3.1961	0.0079
166	3.2039	0.0079
167	3.2118	0.0078
168	3.2196	0.0078
169	3.2274	0.0078
170	3.2352	0.0078
171	3.2429	0.0077
172	3.2506	0.0077
173	3.2583	0.0077
174	3.2660	0.0077
175	3.2736	0.0076
176	3.2812	0.0076
177	3.2888	0.0076
178	3.2963	0.0076
179	3.3039	0.0075
180	3.3114	0.0075
181	3.3188	0.0075
182	3.3263	0.0075
183	3.3337	0.0074
184	3.3411	0.0074
185	3.3485	0.0074
186	3.3559	0.0074
187	3.3632	0.0073
188	3.3705	0.0073
189	3.3778	0.0073
190	3.3851	0.0073
191	3.3923	0.0072
192	3.3996	0.0072
193	3.4068	0.0072
194	3.4139	0.0072
195	3.4211	0.0072
196	3.4282	0.0071
197	3.4353	0.0071
198	3.4424	0.0071
199	3.4495	0.0071
200	3.4566	0.0070
201	3.4636	0.0070
202	3.4706	0.0070
203	3.4776	0.0070
204	3.4846	0.0070
205	3.4915	0.0069
206	3.4984	0.0069
207	3.5053	0.0069
208	3.5122	0.0069
209	3.5191	0.0069

210	3.5259	0.0068
211	3.5328	0.0068
212	3.5396	0.0068
213	3.5464	0.0068
214	3.5531	0.0068
215	3.5599	0.0068
216	3.5666	0.0067
217	3.5733	0.0067
218	3.5800	0.0067
219	3.5867	0.0067
220	3.5934	0.0067
221	3.6000	0.0066
222	3.6066	0.0066
223	3.6133	0.0066
224	3.6198	0.0066
225	3.6264	0.0066
226	3.6330	0.0066
227	3.6395	0.0065
228	3.6460	0.0065
229	3.6525	0.0065
230	3.6590	0.0065
231	3.6655	0.0065
232	3.6720	0.0065
233	3.6784	0.0064
234	3.6848	0.0064
235	3.6912	0.0064
236	3.6976	0.0064
237	3.7040	0.0064
238	3.7103	0.0064
239	3.7167	0.0063
240	3.7230	0.0063
241	3.7293	0.0063
242	3.7356	0.0063
243	3.7419	0.0063
244	3.7482	0.0063
245	3.7544	0.0062
246	3.7606	0.0062
247	3.7669	0.0062
248	3.7731	0.0062
249	3.7792	0.0062
250	3.7854	0.0062
251	3.7916	0.0062
252	3.7977	0.0061
253	3.8039	0.0061
254	3.8100	0.0061
255	3.8161	0.0061
256	3.8222	0.0061
257	3.8282	0.0061

258	3.8343	0.0061
259	3.8403	0.0060
260	3.8464	0.0060
261	3.8524	0.0060
262	3.8584	0.0060
263	3.8644	0.0060
264	3.8704	0.0060
265	3.8763	0.0060
266	3.8823	0.0060
267	3.8882	0.0059
268	3.8941	0.0059
269	3.9001	0.0059
270	3.9060	0.0059
271	3.9118	0.0059
272	3.9177	0.0059
273	3.9236	0.0059
274	3.9294	0.0058
275	3.9353	0.0058
276	3.9411	0.0058
277	3.9469	0.0058
278	3.9527	0.0058
279	3.9585	0.0058
280	3.9642	0.0058
281	3.9700	0.0058
282	3.9758	0.0057
283	3.9815	0.0057
284	3.9872	0.0057
285	3.9929	0.0057
286	3.9986	0.0057
287	4.0043	0.0057
288	4.0100	0.0057

Unit Period (number)	Unit Rainfall (In)	Unit Soil-Loss (In)	Effective Rainfall (In)
1	0.0057	0.0019	0.0038
2	0.0057	0.0019	0.0038
3	0.0057	0.0019	0.0038
4	0.0057	0.0019	0.0038
5	0.0057	0.0019	0.0038
6	0.0058	0.0019	0.0038
7	0.0058	0.0020	0.0038
8	0.0058	0.0020	0.0038
9	0.0058	0.0020	0.0039
10	0.0058	0.0020	0.0039
11	0.0059	0.0020	0.0039
12	0.0059	0.0020	0.0039

13	0.0059	0.0020	0.0039
14	0.0059	0.0020	0.0039
15	0.0059	0.0020	0.0039
16	0.0060	0.0020	0.0039
17	0.0060	0.0020	0.0040
18	0.0060	0.0020	0.0040
19	0.0060	0.0020	0.0040
20	0.0060	0.0020	0.0040
21	0.0061	0.0020	0.0040
22	0.0061	0.0021	0.0040
23	0.0061	0.0021	0.0040
24	0.0061	0.0021	0.0041
25	0.0061	0.0021	0.0041
26	0.0062	0.0021	0.0041
27	0.0062	0.0021	0.0041
28	0.0062	0.0021	0.0041
29	0.0062	0.0021	0.0041
30	0.0062	0.0021	0.0041
31	0.0063	0.0021	0.0042
32	0.0063	0.0021	0.0042
33	0.0063	0.0021	0.0042
34	0.0063	0.0021	0.0042
35	0.0064	0.0022	0.0042
36	0.0064	0.0022	0.0042
37	0.0064	0.0022	0.0043
38	0.0064	0.0022	0.0043
39	0.0065	0.0022	0.0043
40	0.0065	0.0022	0.0043
41	0.0065	0.0022	0.0043
42	0.0065	0.0022	0.0043
43	0.0066	0.0022	0.0044
44	0.0066	0.0022	0.0044
45	0.0066	0.0022	0.0044
46	0.0066	0.0022	0.0044
47	0.0067	0.0023	0.0044
48	0.0067	0.0023	0.0044
49	0.0067	0.0023	0.0045
50	0.0068	0.0023	0.0045
51	0.0068	0.0023	0.0045
52	0.0068	0.0023	0.0045
53	0.0068	0.0023	0.0045
54	0.0069	0.0023	0.0045
55	0.0069	0.0023	0.0046
56	0.0069	0.0023	0.0046
57	0.0070	0.0024	0.0046
58	0.0070	0.0024	0.0046
59	0.0070	0.0024	0.0047
60	0.0070	0.0024	0.0047

61	0.0071	0.0024	0.0047
62	0.0071	0.0024	0.0047
63	0.0072	0.0024	0.0047
64	0.0072	0.0024	0.0048
65	0.0072	0.0024	0.0048
66	0.0072	0.0024	0.0048
67	0.0073	0.0025	0.0048
68	0.0073	0.0025	0.0048
69	0.0074	0.0025	0.0049
70	0.0074	0.0025	0.0049
71	0.0074	0.0025	0.0049
72	0.0075	0.0025	0.0049
73	0.0075	0.0025	0.0050
74	0.0075	0.0025	0.0050
75	0.0076	0.0026	0.0050
76	0.0076	0.0026	0.0050
77	0.0077	0.0026	0.0051
78	0.0077	0.0026	0.0051
79	0.0077	0.0026	0.0051
80	0.0078	0.0026	0.0051
81	0.0078	0.0026	0.0052
82	0.0078	0.0027	0.0052
83	0.0079	0.0027	0.0052
84	0.0079	0.0027	0.0053
85	0.0080	0.0027	0.0053
86	0.0080	0.0027	0.0053
87	0.0081	0.0027	0.0054
88	0.0081	0.0027	0.0054
89	0.0082	0.0028	0.0054
90	0.0082	0.0028	0.0054
91	0.0083	0.0028	0.0055
92	0.0083	0.0028	0.0055
93	0.0084	0.0028	0.0055
94	0.0084	0.0028	0.0056
95	0.0085	0.0029	0.0056
96	0.0085	0.0029	0.0056
97	0.0086	0.0029	0.0057
98	0.0086	0.0029	0.0057
99	0.0087	0.0029	0.0057
100	0.0087	0.0029	0.0058
101	0.0088	0.0030	0.0058
102	0.0088	0.0030	0.0058
103	0.0089	0.0030	0.0059
104	0.0089	0.0030	0.0059
105	0.0090	0.0030	0.0060
106	0.0091	0.0031	0.0060
107	0.0091	0.0031	0.0061
108	0.0092	0.0031	0.0061

109	0.0093	0.0031	0.0061
110	0.0093	0.0031	0.0062
111	0.0094	0.0032	0.0062
112	0.0095	0.0032	0.0063
113	0.0096	0.0032	0.0063
114	0.0096	0.0032	0.0064
115	0.0097	0.0033	0.0064
116	0.0097	0.0033	0.0065
117	0.0098	0.0033	0.0065
118	0.0099	0.0033	0.0066
119	0.0100	0.0034	0.0066
120	0.0101	0.0034	0.0067
121	0.0102	0.0034	0.0067
122	0.0102	0.0035	0.0068
123	0.0103	0.0035	0.0068
124	0.0104	0.0035	0.0069
125	0.0105	0.0036	0.0070
126	0.0106	0.0036	0.0070
127	0.0107	0.0036	0.0071
128	0.0108	0.0036	0.0071
129	0.0109	0.0037	0.0072
130	0.0110	0.0037	0.0073
131	0.0111	0.0038	0.0074
132	0.0112	0.0038	0.0074
133	0.0113	0.0038	0.0075
134	0.0114	0.0039	0.0076
135	0.0116	0.0039	0.0077
136	0.0116	0.0039	0.0077
137	0.0118	0.0040	0.0078
138	0.0119	0.0040	0.0079
139	0.0121	0.0041	0.0080
140	0.0122	0.0041	0.0081
141	0.0123	0.0042	0.0082
142	0.0124	0.0042	0.0082
143	0.0126	0.0043	0.0084
144	0.0127	0.0043	0.0084
145	0.0154	0.0052	0.0102
146	0.0155	0.0052	0.0103
147	0.0157	0.0053	0.0104
148	0.0159	0.0054	0.0105
149	0.0161	0.0054	0.0107
150	0.0162	0.0055	0.0107
151	0.0165	0.0056	0.0109
152	0.0166	0.0056	0.0110
153	0.0169	0.0057	0.0112
154	0.0171	0.0058	0.0113
155	0.0174	0.0059	0.0115
156	0.0175	0.0059	0.0116

157	0.0179	0.0060	0.0118
158	0.0180	0.0061	0.0119
159	0.0184	0.0062	0.0122
160	0.0186	0.0063	0.0123
161	0.0190	0.0064	0.0126
162	0.0192	0.0065	0.0127
163	0.0197	0.0066	0.0130
164	0.0199	0.0067	0.0132
165	0.0204	0.0069	0.0135
166	0.0206	0.0070	0.0137
167	0.0212	0.0072	0.0140
168	0.0215	0.0073	0.0142
169	0.0247	0.0084	0.0164
170	0.0251	0.0085	0.0166
171	0.0258	0.0087	0.0171
172	0.0261	0.0088	0.0173
173	0.0269	0.0091	0.0178
174	0.0273	0.0092	0.0181
175	0.0283	0.0096	0.0187
176	0.0288	0.0097	0.0191
177	0.0299	0.0101	0.0198
178	0.0305	0.0103	0.0202
179	0.0318	0.0107	0.0211
180	0.0325	0.0110	0.0215
181	0.0342	0.0115	0.0226
182	0.0351	0.0119	0.0233
183	0.0372	0.0126	0.0247
184	0.0385	0.0130	0.0255
185	0.0307	0.0104	0.0203
186	0.0324	0.0110	0.0215
187	0.0368	0.0124	0.0244
188	0.0397	0.0134	0.0263
189	0.0479	0.0162	0.0317
190	0.0540	0.0182	0.0358
191	0.0772	0.0203	0.0569
192	0.1062	0.0203	0.0859
193	0.3323	0.0203	0.3120
194	0.0629	0.0203	0.0426
195	0.0433	0.0146	0.0287
196	0.0344	0.0116	0.0228
197	0.0399	0.0135	0.0264
198	0.0361	0.0122	0.0239
199	0.0333	0.0113	0.0221
200	0.0311	0.0105	0.0206
201	0.0293	0.0099	0.0194
202	0.0278	0.0094	0.0184
203	0.0265	0.0090	0.0176
204	0.0254	0.0086	0.0168

205	0.0218	0.0074	0.0144
206	0.0209	0.0071	0.0138
207	0.0201	0.0068	0.0133
208	0.0194	0.0066	0.0129
209	0.0188	0.0064	0.0124
210	0.0182	0.0062	0.0121
211	0.0177	0.0060	0.0117
212	0.0172	0.0058	0.0114
213	0.0168	0.0057	0.0111
214	0.0164	0.0055	0.0108
215	0.0160	0.0054	0.0106
216	0.0156	0.0053	0.0103
217	0.0128	0.0043	0.0085
218	0.0125	0.0042	0.0083
219	0.0123	0.0041	0.0081
220	0.0120	0.0040	0.0079
221	0.0117	0.0040	0.0078
222	0.0115	0.0039	0.0076
223	0.0113	0.0038	0.0075
224	0.0110	0.0037	0.0073
225	0.0108	0.0037	0.0072
226	0.0106	0.0036	0.0071
227	0.0105	0.0035	0.0069
228	0.0103	0.0035	0.0068
229	0.0101	0.0034	0.0067
230	0.0100	0.0034	0.0066
231	0.0098	0.0033	0.0065
232	0.0096	0.0033	0.0064
233	0.0095	0.0032	0.0063
234	0.0094	0.0032	0.0062
235	0.0092	0.0031	0.0061
236	0.0091	0.0031	0.0060
237	0.0090	0.0030	0.0059
238	0.0089	0.0030	0.0059
239	0.0088	0.0030	0.0058
240	0.0086	0.0029	0.0057
241	0.0085	0.0029	0.0057
242	0.0084	0.0028	0.0056
243	0.0083	0.0028	0.0055
244	0.0082	0.0028	0.0055
245	0.0081	0.0027	0.0054
246	0.0080	0.0027	0.0053
247	0.0080	0.0027	0.0053
248	0.0079	0.0027	0.0052
249	0.0078	0.0026	0.0052
250	0.0077	0.0026	0.0051
251	0.0076	0.0026	0.0051
252	0.0076	0.0026	0.0050

253	0.0075	0.0025	0.0050
254	0.0074	0.0025	0.0049
255	0.0073	0.0025	0.0049
256	0.0073	0.0025	0.0048
257	0.0072	0.0024	0.0048
258	0.0071	0.0024	0.0047
259	0.0071	0.0024	0.0047
260	0.0070	0.0024	0.0046
261	0.0069	0.0023	0.0046
262	0.0069	0.0023	0.0046
263	0.0068	0.0023	0.0045
264	0.0068	0.0023	0.0045
265	0.0067	0.0023	0.0044
266	0.0067	0.0023	0.0044
267	0.0066	0.0022	0.0044
268	0.0066	0.0022	0.0043
269	0.0065	0.0022	0.0043
270	0.0065	0.0022	0.0043
271	0.0064	0.0022	0.0042
272	0.0064	0.0021	0.0042
273	0.0063	0.0021	0.0042
274	0.0063	0.0021	0.0041
275	0.0062	0.0021	0.0041
276	0.0062	0.0021	0.0041
277	0.0061	0.0021	0.0041
278	0.0061	0.0021	0.0040
279	0.0060	0.0020	0.0040
280	0.0060	0.0020	0.0040
281	0.0060	0.0020	0.0039
282	0.0059	0.0020	0.0039
283	0.0059	0.0020	0.0039
284	0.0058	0.0020	0.0039
285	0.0058	0.0020	0.0038
286	0.0058	0.0020	0.0038
287	0.0057	0.0019	0.0038
288	0.0057	0.0019	0.0038

Total soil rain loss = 1.24(In)
Total effective rainfall = 2.77(In)
Peak flow rate in flood hydrograph = 3.63(CFS)

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24 - H O U R S T O R M
R u n o f f H y d r o g r a p h

Hydrograph in 5 Minute intervals ((CFS))

DA11ExSyn10yr24013

Time(h+m)	Volume Ac.Ft	Q(CFS)	0	2.5	5.0	7.5	10.0
0+ 5	0.0000	0.01	Q				
0+10	0.0003	0.03	Q				
0+15	0.0007	0.07	Q				
0+20	0.0013	0.08	Q				
0+25	0.0019	0.09	Q				
0+30	0.0025	0.09	Q				
0+35	0.0032	0.10	Q				
0+40	0.0039	0.10	Q				
0+45	0.0046	0.10	Q				
0+50	0.0054	0.11	Q				
0+55	0.0061	0.11	Q				
1+ 0	0.0069	0.11	Q				
1+ 5	0.0076	0.11	Q				
1+10	0.0084	0.11	Q				
1+15	0.0092	0.11	Q				
1+20	0.0100	0.11	Q				
1+25	0.0108	0.11	Q				
1+30	0.0116	0.12	Q				
1+35	0.0124	0.12	Q				
1+40	0.0132	0.12	Q				
1+45	0.0140	0.12	Q				
1+50	0.0148	0.12	QV				
1+55	0.0156	0.12	QV				
2+ 0	0.0164	0.12	QV				
2+ 5	0.0172	0.12	QV				
2+10	0.0180	0.12	QV				
2+15	0.0188	0.12	QV				
2+20	0.0196	0.12	QV				
2+25	0.0205	0.12	QV				
2+30	0.0213	0.12	QV				
2+35	0.0221	0.12	QV				
2+40	0.0230	0.12	QV				
2+45	0.0238	0.12	QV				
2+50	0.0246	0.12	QV				
2+55	0.0255	0.12	QV				
3+ 0	0.0263	0.12	QV				
3+ 5	0.0272	0.12	QV				
3+10	0.0280	0.12	Q V				
3+15	0.0289	0.12	Q V				
3+20	0.0297	0.12	Q V				
3+25	0.0306	0.12	Q V				
3+30	0.0315	0.13	Q V				
3+35	0.0323	0.13	Q V				
3+40	0.0332	0.13	Q V				
3+45	0.0341	0.13	Q V				

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3+50       0.0349      0.13  Q V        |          |          |          |
3+55       0.0358      0.13  Q V        |          |          |          |
4+ 0       0.0367      0.13  Q V        |          |          |          |
4+ 5       0.0376      0.13  Q V        |          |          |          |
4+10       0.0385      0.13  Q V        |          |          |          |
4+15       0.0394      0.13  Q V        |          |          |          |
4+20       0.0403      0.13  Q V        |          |          |          |
4+25       0.0412      0.13  Q V        |          |          |          |
4+30       0.0421      0.13  Q  V       |          |          |          |
4+35       0.0430      0.13  Q  V       |          |          |          |
4+40       0.0439      0.13  Q  V       |          |          |          |
4+45       0.0448      0.13  Q  V       |          |          |          |
4+50       0.0458      0.13  Q  V       |          |          |          |
4+55       0.0467      0.13  Q  V       |          |          |          |
5+ 0       0.0476      0.14  Q  V       |          |          |          |
5+ 5       0.0485      0.14  Q  V       |          |          |          |
5+10       0.0495      0.14  Q  V       |          |          |          |
5+15       0.0504      0.14  Q  V       |          |          |          |
5+20       0.0514      0.14  Q  V       |          |          |          |
5+25       0.0523      0.14  Q  V       |          |          |          |
5+30       0.0533      0.14  Q  V       |          |          |          |
5+35       0.0542      0.14  Q  V       |          |          |          |
5+40       0.0552      0.14  Q  V       |          |          |          |
5+45       0.0562      0.14  Q   V      |          |          |          |
5+50       0.0571      0.14  Q   V      |          |          |          |
5+55       0.0581      0.14  Q   V      |          |          |          |
6+ 0       0.0591      0.14  Q   V      |          |          |          |
6+ 5       0.0601      0.14  Q   V      |          |          |          |
6+10       0.0611      0.14  Q   V      |          |          |          |
6+15       0.0621      0.14  Q   V      |          |          |          |
6+20       0.0631      0.15  Q   V      |          |          |          |
6+25       0.0641      0.15  Q   V      |          |          |          |
6+30       0.0651      0.15  Q   V      |          |          |          |
6+35       0.0661      0.15  Q   V      |          |          |          |
6+40       0.0671      0.15  Q   V      |          |          |          |
6+45       0.0682      0.15  Q   V      |          |          |          |
6+50       0.0692      0.15  Q   V      |          |          |          |
6+55       0.0702      0.15  Q    V     |          |          |          |
7+ 0       0.0713      0.15  Q    V     |          |          |          |
7+ 5       0.0723      0.15  Q    V     |          |          |          |
7+10       0.0734      0.15  Q    V     |          |          |          |
7+15       0.0744      0.15  Q    V     |          |          |          |
7+20       0.0755      0.15  Q    V     |          |          |          |
7+25       0.0766      0.16  Q    V     |          |          |          |
7+30       0.0777      0.16  Q    V     |          |          |          |
7+35       0.0787      0.16  Q    V     |          |          |          |
7+40       0.0798      0.16  Q    V     |          |          |          |
7+45       0.0809      0.16  Q    V     |          |          |          |
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 7+50       0.0820      0.16  Q    V    |          |          |          |
 7+55       0.0831      0.16  Q    V    |          |          |          |
 8+ 0       0.0843      0.16  Q     V   |          |          |          |
 8+ 5       0.0854      0.16  Q     V   |          |          |          |
 8+10       0.0865      0.16  Q     V   |          |          |          |
 8+15       0.0877      0.17  Q     V   |          |          |          |
 8+20       0.0888      0.17  Q     V   |          |          |          |
 8+25       0.0899      0.17  Q     V   |          |          |          |
 8+30       0.0911      0.17  Q     V   |          |          |          |
 8+35       0.0923      0.17  Q     V   |          |          |          |
 8+40       0.0934      0.17  Q     V   |          |          |          |
 8+45       0.0946      0.17  Q     V   |          |          |          |
 8+50       0.0958      0.17  Q     V   |          |          |          |
 8+55       0.0970      0.17  Q     V   |          |          |          |
 9+ 0       0.0982      0.17  Q      V  |          |          |          |
 9+ 5       0.0994      0.18  Q      V  |          |          |          |
 9+10       0.1006      0.18  Q      V  |          |          |          |
 9+15       0.1019      0.18  Q      V  |          |          |          |
 9+20       0.1031      0.18  Q      V  |          |          |          |
 9+25       0.1044      0.18  Q      V  |          |          |          |
 9+30       0.1056      0.18  Q      V  |          |          |          |
 9+35       0.1069      0.18  Q      V  |          |          |          |
 9+40       0.1082      0.19  Q      V  |          |          |          |
 9+45       0.1094      0.19  Q      V  |          |          |          |
 9+50       0.1107      0.19  Q      V  |          |          |          |
 9+55       0.1120      0.19  Q       V |          |          |          |
10+ 0       0.1134      0.19  Q       V |          |          |          |
10+ 5       0.1147      0.19  Q       V |          |          |          |
10+10       0.1160      0.19  Q       V |          |          |          |
10+15       0.1174      0.20  Q       V |          |          |          |
10+20       0.1187      0.20  Q       V |          |          |          |
10+25       0.1201      0.20  Q       V |          |          |          |
10+30       0.1215      0.20  Q       V |          |          |          |
10+35       0.1229      0.20  Q       V |          |          |          |
10+40       0.1243      0.20  Q       V |          |          |          |
10+45       0.1257      0.21  Q       V |          |          |          |
10+50       0.1271      0.21  Q        V|          |          |          |
10+55       0.1285      0.21  Q        V|          |          |          |
11+ 0       0.1300      0.21  Q        V|          |          |          |
11+ 5       0.1315      0.21  Q        V|          |          |          |
11+10       0.1330      0.22  Q        V|          |          |          |
11+15       0.1345      0.22  Q        V|          |          |          |
11+20       0.1360      0.22  Q        V|          |          |          |
11+25       0.1375      0.22  Q        V|          |          |          |
11+30       0.1390      0.22  Q        V|          |          |          |
11+35       0.1406      0.23  Q         V          |          |          |
11+40       0.1422      0.23  Q         V          |          |          |
11+45       0.1438      0.23  Q         V          |          |          |
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11+50       0.1454      0.23  Q         V         |         |         |
11+55       0.1470      0.24  Q         V         |         |         |
12+ 0       0.1487      0.24  Q         V         |         |         |
12+ 5       0.1503      0.24  Q         V         |         |         |
12+10       0.1521      0.26  |Q        V         |         |         |
12+15       0.1540      0.28  |Q        |V        |         |         |
12+20       0.1560      0.29  |Q        |V        |         |         |
12+25       0.1580      0.29  |Q        |V        |         |         |
12+30       0.1600      0.30  |Q        |V        |         |         |
12+35       0.1621      0.30  |Q        |V        |         |         |
12+40       0.1643      0.31  |Q        |V        |         |         |
12+45       0.1664      0.31  |Q        |V        |         |         |
12+50       0.1686      0.32  |Q        | V       |         |         |
12+55       0.1708      0.32  |Q        | V       |         |         |
13+ 0       0.1731      0.33  |Q        | V       |         |         |
13+ 5       0.1753      0.33  |Q        | V       |         |         |
13+10       0.1776      0.34  |Q        | V       |         |         |
13+15       0.1800      0.34  |Q        | V       |         |         |
13+20       0.1824      0.35  |Q        |  V      |         |         |
13+25       0.1848      0.35  |Q        |  V      |         |         |
13+30       0.1873      0.36  |Q        |  V      |         |         |
13+35       0.1898      0.36  |Q        |  V      |         |         |
13+40       0.1923      0.37  |Q        |  V      |         |         |
13+45       0.1949      0.37  |Q        |  V      |         |         |
13+50       0.1975      0.38  |Q        |   V     |         |         |
13+55       0.2002      0.39  |Q        |   V     |         |         |
14+ 0       0.2029      0.39  |Q        |   V     |         |         |
14+ 5       0.2057      0.41  |Q        |   V     |         |         |
14+10       0.2086      0.43  |Q        |   V     |         |         |
14+15       0.2117      0.45  |Q        |    V    |         |         |
14+20       0.2149      0.47  |Q        |    V    |         |         |
14+25       0.2182      0.48  |Q        |    V    |         |         |
14+30       0.2216      0.49  |Q        |    V    |         |         |
14+35       0.2251      0.50  | Q       |     V   |         |         |
14+40       0.2286      0.52  | Q       |     V   |         |         |
14+45       0.2323      0.53  | Q       |     V   |         |         |
14+50       0.2360      0.55  | Q       |     V   |         |         |
14+55       0.2399      0.56  | Q       |      V  |         |         |
15+ 0       0.2439      0.58  | Q       |      V  |         |         |
15+ 5       0.2480      0.60  | Q       |      V  |         |         |
15+10       0.2523      0.62  | Q       |       V |         |         |
15+15       0.2567      0.64  | Q       |       V |         |         |
15+20       0.2613      0.67  | Q       |       V |         |         |
15+25       0.2660      0.68  | Q       |        V|         |         |
15+30       0.2706      0.67  | Q       |        V|         |         |
15+35       0.2750      0.65  | Q       |        V|         |         |
15+40       0.2796      0.67  | Q       |         V         |         |
15+45       0.2845      0.71  | Q       |         V         |         |
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15+50       0.2899      0.78  |  Q      |          V         |         |
15+55       0.2962      0.91  |  Q      |         |V        |         |
16+ 0       0.3043      1.17  |   Q     |         |V        |         |
16+ 5       0.3179      1.98  |      Q  |         | V       |         |
16+10       0.3420      3.50  |         |   Q     |   V     |         |
16+15       0.3671      3.63  |         |   Q     |     V   |         |
16+20       0.3825      2.24  |       Q |         |      V  |         |
16+25       0.3931      1.54  |     Q   |         |       V |         |
16+30       0.4019      1.28  |    Q    |         |       V |         |
16+35       0.4096      1.12  |   Q     |         |        V|         |
16+40       0.4166      1.00  |   Q     |         |        V|         |
16+45       0.4227      0.89  |  Q      |         |         V         |
16+50       0.4283      0.81  |  Q      |         |         V         |
16+55       0.4335      0.76  |  Q      |         |         |V        |
17+ 0       0.4383      0.69  | Q       |         |         |V        |
17+ 5       0.4427      0.64  | Q       |         |         |V        |
17+10       0.4467      0.59  | Q       |         |         |V        |
17+15       0.4504      0.53  | Q       |         |         | V       |
17+20       0.4538      0.50  |Q        |         |         | V       |
17+25       0.4569      0.45  |Q        |         |         | V       |
17+30       0.4597      0.41  |Q        |         |         | V       |
17+35       0.4624      0.39  |Q        |         |         |  V      |
17+40       0.4650      0.38  |Q        |         |         |  V      |
17+45       0.4675      0.36  |Q        |         |         |  V      |
17+50       0.4700      0.35  |Q        |         |         |  V      |
17+55       0.4723      0.34  |Q        |         |         |  V      |
18+ 0       0.4746      0.33  |Q        |         |         |  V      |
18+ 5       0.4768      0.32  |Q        |         |         |   V     |
18+10       0.4789      0.30  |Q        |         |         |   V     |
18+15       0.4808      0.28  |Q        |         |         |   V     |
18+20       0.4826      0.26  |Q        |         |         |   V     |
18+25       0.4844      0.26  |Q        |         |         |   V     |
18+30       0.4861      0.25  Q         |         |         |   V     |
18+35       0.4877      0.24  Q         |         |         |   V     |
18+40       0.4893      0.23  Q         |         |         |    V    |
18+45       0.4909      0.23  Q         |         |         |    V    |
18+50       0.4924      0.22  Q         |         |         |    V    |
18+55       0.4939      0.22  Q         |         |         |    V    |
19+ 0       0.4954      0.21  Q         |         |         |    V    |
19+ 5       0.4968      0.21  Q         |         |         |    V    |
19+10       0.4982      0.20  Q         |         |         |    V    |
19+15       0.4996      0.20  Q         |         |         |    V    |
19+20       0.5010      0.20  Q         |         |         |    V    |
19+25       0.5023      0.19  Q         |         |         |    V    |
19+30       0.5036      0.19  Q         |         |         |     V   |
19+35       0.5049      0.19  Q         |         |         |     V   |
19+40       0.5062      0.19  Q         |         |         |     V   |
19+45       0.5075      0.18  Q         |         |         |     V   |
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19+50       0.5087      0.18  Q          |          |          |      V   |
19+55       0.5099      0.18  Q          |          |          |      V   |
20+ 0       0.5111      0.17  Q          |          |          |      V   |
20+ 5       0.5123      0.17  Q          |          |          |      V   |
20+10       0.5135      0.17  Q          |          |          |      V   |
20+15       0.5146      0.17  Q          |          |          |      V   |
20+20       0.5158      0.17  Q          |          |          |      V   |
20+25       0.5169      0.16  Q          |          |          |      V   |
20+30       0.5180      0.16  Q          |          |          |       V  |
20+35       0.5191      0.16  Q          |          |          |       V  |
20+40       0.5202      0.16  Q          |          |          |       V  |
20+45       0.5213      0.16  Q          |          |          |       V  |
20+50       0.5224      0.15  Q          |          |          |       V  |
20+55       0.5234      0.15  Q          |          |          |       V  |
21+ 0       0.5245      0.15  Q          |          |          |       V  |
21+ 5       0.5255      0.15  Q          |          |          |       V  |
21+10       0.5265      0.15  Q          |          |          |       V  |
21+15       0.5275      0.15  Q          |          |          |       V  |
21+20       0.5285      0.15  Q          |          |          |       V  |
21+25       0.5295      0.14  Q          |          |          |       V  |
21+30       0.5305      0.14  Q          |          |          |       V  |
21+35       0.5315      0.14  Q          |          |          |        V |
21+40       0.5324      0.14  Q          |          |          |        V |
21+45       0.5334      0.14  Q          |          |          |        V |
21+50       0.5343      0.14  Q          |          |          |        V |
21+55       0.5353      0.14  Q          |          |          |        V |
22+ 0       0.5362      0.14  Q          |          |          |        V |
22+ 5       0.5371      0.13  Q          |          |          |        V |
22+10       0.5381      0.13  Q          |          |          |        V |
22+15       0.5390      0.13  Q          |          |          |        V |
22+20       0.5399      0.13  Q          |          |          |        V |
22+25       0.5407      0.13  Q          |          |          |        V |
22+30       0.5416      0.13  Q          |          |          |        V |
22+35       0.5425      0.13  Q          |          |          |        V |
22+40       0.5434      0.13  Q          |          |          |        V |
22+45       0.5442      0.13  Q          |          |          |        V |
22+50       0.5451      0.12  Q          |          |          |         V|
22+55       0.5460      0.12  Q          |          |          |         V|
23+ 0       0.5468      0.12  Q          |          |          |         V|
23+ 5       0.5476      0.12  Q          |          |          |         V|
23+10       0.5485      0.12  Q          |          |          |         V|
23+15       0.5493      0.12  Q          |          |          |         V|
23+20       0.5501      0.12  Q          |          |          |         V|
23+25       0.5509      0.12  Q          |          |          |         V|
23+30       0.5517      0.12  Q          |          |          |         V|
23+35       0.5525      0.12  Q          |          |          |         V|
23+40       0.5533      0.12  Q          |          |          |         V|
23+45       0.5541      0.12  Q          |          |          |         V|
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   23+50       0.5549      0.11  Q         |          |         |         V|
   23+55       0.5557      0.11  Q         |          |         |         V|
   24+ 0       0.5565      0.11  Q         |          |         |         V|
   24+ 5       0.5572      0.11  Q         |          |         |         V|
   24+10       0.5577      0.08  Q         |          |         |         V|
   24+15       0.5581      0.05  Q         |          |         |         V|
   24+20       0.5583      0.03  Q         |          |         |         V|
   24+25       0.5584      0.02  Q         |          |         |         V|
   24+30       0.5585      0.02  Q         |          |         |         V|
   24+35       0.5586      0.01  Q         |          |         |         V|
   24+40       0.5587      0.01  Q         |          |         |         V|
   24+45       0.5587      0.01  Q         |          |         |         V|
   24+50       0.5588      0.01  Q         |          |         |         V|
   24+55       0.5588      0.00  Q         |          |         |         V|
   25+ 0       0.5588      0.00  Q         |          |         |         V|
   25+ 5       0.5588      0.00  Q         |          |         |         V|
   25+10       0.5589      0.00  Q         |          |         |         V|
   25+15       0.5589      0.00  Q         |          |         |         V|
   25+20       0.5589      0.00  Q         |          |         |          V
-----------------------------------------------------------------------
```

DA11ExSyn100yr24013

U n i t H y d r o g r a p h A n a l y s i s

Copyright (c) CIVILCADD/CIVILDESIGN, 1989 - 2018, Version 9.0

Study date 10/01/25

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San Bernardino County Synthetic Unit Hydrology Method
Manual date - August 1986

Program License Serial Number 6474

Commercial Development
Pre-developed DA1.1, 100-YR
SEC Riverside Drive and Ontario (Champion) Avenue,
Ontario CA 91761

Storm Event Year = 100

Antecedent Moisture Condition = 3

English (in-lb) Input Units Used

English Rainfall Data (Inches) Input Values Used

English Units used in output format

Area averaged rainfall intensity isohyetal data:

Sub-Area (Ac.)	Duration (hours)	Isohyetal (In)
Rainfall data for year 100		
2.43	1	1.36
Rainfall data for year 100		
2.43	6	3.36
Rainfall data for year 100		

```
                        DA11ExSyn100yr24013
             2.43           24           6.02
-------------------------------------------------------------------
+++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++

******** Area-averaged max loss rate, Fm ********


SCS curve  SCS curve     Area     Area     Fp(Fig C6)    Ap      Fm
No.(AMCII) NO.(AMC 3)    (Ac.)    Fraction     (In/Hr)  (dec.)   (In/Hr)
 86.0      97.2          2.43      1.000     0.055    0.918    0.051

Area-averaged adjusted loss rate Fm (In/Hr) =  0.051

********* Area-Averaged low loss rate fraction, Yb **********

Area       Area          SCS CN    SCS CN      S     Pervious
 (Ac.)      Fract         (AMC2)    (AMC3)           Yield Fr
     2.23   0.918         86.0      97.2       0.29     0.945
     0.20   0.082         98.0      98.0       0.20     0.960

Area-averaged catchment yield fraction, Y =  0.946
Area-averaged low loss fraction, Yb =  0.054
User entry of time of concentration  =   0.217 (hours)
+++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Watershed area =       2.43(Ac.)
Catchment Lag time =   0.173 hours
Unit interval =   5.000 minutes
Unit interval percentage of lag time = 48.0917
Hydrograph baseflow =     0.00(CFS)
Average maximum watershed loss rate(Fm) =  0.051(In/Hr)
Average low loss rate fraction (Yb) = 0.054 (decimal)
VALLEY UNDEVELOPED S-Graph Selected
Computed peak 5-minute rainfall =  0.503(In)
Computed peak 30-minute rainfall =  1.031(In)
Specified peak 1-hour rainfall =  1.360(In)
Computed peak 3-hour rainfall =  2.410(In)
Specified peak 6-hour rainfall =  3.360(In)
Specified peak 24-hour rainfall =  6.020(In)


Note: user specified rainfall values used.
Rainfall depth area reduction factors:
Using a total area of       2.43(Ac.) (Ref: fig. E-4)

5-minute factor = 1.000     Adjusted rainfall =  0.503(In)
30-minute factor = 1.000    Adjusted rainfall =  1.031(In)
1-hour factor = 1.000       Adjusted rainfall =  1.360(In)
3-hour factor = 1.000       Adjusted rainfall =  2.410(In)
```

DA11ExSyn100yr24013

6-hour factor = 1.000 Adjusted rainfall = 3.360(In)
24-hour factor = 1.000 Adjusted rainfall = 6.020(In)

U n i t H y d r o g r a p h

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Interval Number	'S' Graph Mean values	Unit Hydrograph ((CFS))
	(K = 29.39 (CFS))	
1	5.770	1.696
2	30.294	7.207
3	59.228	8.503
4	72.910	4.021
5	79.903	2.055
6	84.734	1.420
7	88.239	1.030
8	90.941	0.794
9	92.952	0.591
10	94.500	0.455
11	95.879	0.405
12	96.937	0.311
13	97.794	0.252
14	98.467	0.198
15	98.973	0.149
16	99.454	0.141
17	100.000	0.071

Peak Unit Number	Adjusted mass rainfall (In)	Unit rainfall (In)
1	0.5033	0.5033
2	0.6641	0.1608
3	0.7810	0.1169
4	0.8763	0.0953
5	0.9581	0.0818
6	1.0306	0.0725
7	1.0961	0.0655
8	1.1563	0.0601
9	1.2120	0.0558
10	1.2642	0.0522
11	1.3133	0.0491
12	1.3598	0.0465
13	1.4177	0.0579
14	1.4735	0.0558
15	1.5275	0.0539
16	1.5797	0.0522
17	1.6304	0.0507

18	1.6796	0.0493
19	1.7276	0.0480
20	1.7744	0.0468
21	1.8200	0.0457
22	1.8647	0.0446
23	1.9084	0.0437
24	1.9511	0.0428
25	1.9931	0.0419
26	2.0342	0.0411
27	2.0746	0.0404
28	2.1143	0.0397
29	2.1533	0.0390
30	2.1916	0.0384
31	2.2294	0.0378
32	2.2666	0.0372
33	2.3032	0.0366
34	2.3393	0.0361
35	2.3749	0.0356
36	2.4100	0.0351
37	2.4418	0.0319
38	2.4733	0.0314
39	2.5042	0.0310
40	2.5348	0.0306
41	2.5650	0.0302
42	2.5948	0.0298
43	2.6243	0.0294
44	2.6533	0.0291
45	2.6821	0.0287
46	2.7105	0.0284
47	2.7386	0.0281
48	2.7664	0.0278
49	2.7939	0.0275
50	2.8211	0.0272
51	2.8480	0.0269
52	2.8746	0.0266
53	2.9010	0.0264
54	2.9271	0.0261
55	2.9530	0.0259
56	2.9786	0.0256
57	3.0040	0.0254
58	3.0291	0.0252
59	3.0540	0.0249
60	3.0787	0.0247
61	3.1032	0.0245
62	3.1275	0.0243
63	3.1516	0.0241
64	3.1755	0.0239
65	3.1992	0.0237

66	3.2227	0.0235
67	3.2460	0.0233
68	3.2691	0.0231
69	3.2921	0.0230
70	3.3149	0.0228
71	3.3375	0.0226
72	3.3600	0.0225
73	3.3795	0.0196
74	3.3989	0.0194
75	3.4182	0.0192
76	3.4373	0.0191
77	3.4562	0.0190
78	3.4750	0.0188
79	3.4937	0.0187
80	3.5122	0.0185
81	3.5306	0.0184
82	3.5489	0.0183
83	3.5671	0.0181
84	3.5851	0.0180
85	3.6030	0.0179
86	3.6207	0.0178
87	3.6384	0.0177
88	3.6559	0.0175
89	3.6733	0.0174
90	3.6906	0.0173
91	3.7078	0.0172
92	3.7249	0.0171
93	3.7419	0.0170
94	3.7588	0.0169
95	3.7755	0.0168
96	3.7922	0.0167
97	3.8088	0.0166
98	3.8252	0.0165
99	3.8416	0.0164
100	3.8579	0.0163
101	3.8741	0.0162
102	3.8902	0.0161
103	3.9062	0.0160
104	3.9221	0.0159
105	3.9379	0.0158
106	3.9536	0.0157
107	3.9693	0.0156
108	3.9848	0.0156
109	4.0003	0.0155
110	4.0157	0.0154
111	4.0310	0.0153
112	4.0463	0.0152
113	4.0614	0.0152

114	4.0765	0.0151
115	4.0915	0.0150
116	4.1064	0.0149
117	4.1213	0.0149
118	4.1361	0.0148
119	4.1508	0.0147
120	4.1654	0.0146
121	4.1800	0.0146
122	4.1945	0.0145
123	4.2089	0.0144
124	4.2233	0.0144
125	4.2376	0.0143
126	4.2518	0.0142
127	4.2659	0.0142
128	4.2800	0.0141
129	4.2941	0.0140
130	4.3080	0.0140
131	4.3220	0.0139
132	4.3358	0.0138
133	4.3496	0.0138
134	4.3633	0.0137
135	4.3770	0.0137
136	4.3906	0.0136
137	4.4041	0.0136
138	4.4176	0.0135
139	4.4311	0.0134
140	4.4445	0.0134
141	4.4578	0.0133
142	4.4711	0.0133
143	4.4843	0.0132
144	4.4974	0.0132
145	4.5106	0.0131
146	4.5236	0.0131
147	4.5366	0.0130
148	4.5496	0.0130
149	4.5625	0.0129
150	4.5753	0.0129
151	4.5881	0.0128
152	4.6009	0.0128
153	4.6136	0.0127
154	4.6263	0.0127
155	4.6389	0.0126
156	4.6515	0.0126
157	4.6640	0.0125
158	4.6764	0.0125
159	4.6889	0.0124
160	4.7013	0.0124
161	4.7136	0.0123

162	4.7259	0.0123
163	4.7381	0.0122
164	4.7503	0.0122
165	4.7625	0.0122
166	4.7746	0.0121
167	4.7867	0.0121
168	4.7987	0.0120
169	4.8107	0.0120
170	4.8227	0.0120
171	4.8346	0.0119
172	4.8465	0.0119
173	4.8583	0.0118
174	4.8701	0.0118
175	4.8819	0.0118
176	4.8936	0.0117
177	4.9052	0.0117
178	4.9169	0.0116
179	4.9285	0.0116
180	4.9400	0.0116
181	4.9516	0.0115
182	4.9631	0.0115
183	4.9745	0.0115
184	4.9859	0.0114
185	4.9973	0.0114
186	5.0087	0.0113
187	5.0200	0.0113
188	5.0312	0.0113
189	5.0425	0.0112
190	5.0537	0.0112
191	5.0649	0.0112
192	5.0760	0.0111
193	5.0871	0.0111
194	5.0982	0.0111
195	5.1092	0.0110
196	5.1202	0.0110
197	5.1312	0.0110
198	5.1421	0.0109
199	5.1530	0.0109
200	5.1639	0.0109
201	5.1748	0.0108
202	5.1856	0.0108
203	5.1964	0.0108
204	5.2071	0.0108
205	5.2178	0.0107
206	5.2285	0.0107
207	5.2392	0.0107
208	5.2498	0.0106
209	5.2604	0.0106

210	5.2710	0.0106
211	5.2815	0.0105
212	5.2921	0.0105
213	5.3025	0.0105
214	5.3130	0.0105
215	5.3234	0.0104
216	5.3338	0.0104
217	5.3442	0.0104
218	5.3545	0.0103
219	5.3649	0.0103
220	5.3752	0.0103
221	5.3854	0.0103
222	5.3957	0.0102
223	5.4059	0.0102
224	5.4161	0.0102
225	5.4262	0.0102
226	5.4363	0.0101
227	5.4465	0.0101
228	5.4565	0.0101
229	5.4666	0.0101
230	5.4766	0.0100
231	5.4866	0.0100
232	5.4966	0.0100
233	5.5065	0.0100
234	5.5165	0.0099
235	5.5264	0.0099
236	5.5363	0.0099
237	5.5461	0.0099
238	5.5560	0.0098
239	5.5658	0.0098
240	5.5755	0.0098
241	5.5853	0.0098
242	5.5950	0.0097
243	5.6048	0.0097
244	5.6144	0.0097
245	5.6241	0.0097
246	5.6338	0.0096
247	5.6434	0.0096
248	5.6530	0.0096
249	5.6626	0.0096
250	5.6721	0.0096
251	5.6816	0.0095
252	5.6912	0.0095
253	5.7006	0.0095
254	5.7101	0.0095
255	5.7196	0.0094
256	5.7290	0.0094
257	5.7384	0.0094

258	5.7478	0.0094
259	5.7571	0.0094
260	5.7665	0.0093
261	5.7758	0.0093
262	5.7851	0.0093
263	5.7944	0.0093
264	5.8036	0.0093
265	5.8129	0.0092
266	5.8221	0.0092
267	5.8313	0.0092
268	5.8405	0.0092
269	5.8496	0.0092
270	5.8587	0.0091
271	5.8679	0.0091
272	5.8770	0.0091
273	5.8860	0.0091
274	5.8951	0.0091
275	5.9041	0.0090
276	5.9132	0.0090
277	5.9222	0.0090
278	5.9312	0.0090
279	5.9401	0.0090
280	5.9491	0.0089
281	5.9580	0.0089
282	5.9669	0.0089
283	5.9758	0.0089
284	5.9847	0.0089
285	5.9935	0.0089
286	6.0024	0.0088
287	6.0112	0.0088
288	6.0200	0.0088

Unit Period (number)	Unit Rainfall (In)	Unit Soil-Loss (In)	Effective Rainfall (In)
1	0.0088	0.0005	0.0083
2	0.0088	0.0005	0.0083
3	0.0089	0.0005	0.0084
4	0.0089	0.0005	0.0084
5	0.0089	0.0005	0.0084
6	0.0089	0.0005	0.0084
7	0.0090	0.0005	0.0085
8	0.0090	0.0005	0.0085
9	0.0090	0.0005	0.0085
10	0.0090	0.0005	0.0086
11	0.0091	0.0005	0.0086
12	0.0091	0.0005	0.0086

13	0.0091	0.0005	0.0086
14	0.0092	0.0005	0.0087
15	0.0092	0.0005	0.0087
16	0.0092	0.0005	0.0087
17	0.0093	0.0005	0.0088
18	0.0093	0.0005	0.0088
19	0.0093	0.0005	0.0088
20	0.0093	0.0005	0.0088
21	0.0094	0.0005	0.0089
22	0.0094	0.0005	0.0089
23	0.0094	0.0005	0.0089
24	0.0095	0.0005	0.0090
25	0.0095	0.0005	0.0090
26	0.0095	0.0005	0.0090
27	0.0096	0.0005	0.0091
28	0.0096	0.0005	0.0091
29	0.0096	0.0005	0.0091
30	0.0097	0.0005	0.0091
31	0.0097	0.0005	0.0092
32	0.0097	0.0005	0.0092
33	0.0098	0.0005	0.0093
34	0.0098	0.0005	0.0093
35	0.0099	0.0005	0.0093
36	0.0099	0.0005	0.0093
37	0.0099	0.0005	0.0094
38	0.0100	0.0005	0.0094
39	0.0100	0.0005	0.0095
40	0.0100	0.0005	0.0095
41	0.0101	0.0005	0.0095
42	0.0101	0.0005	0.0096
43	0.0102	0.0005	0.0096
44	0.0102	0.0005	0.0096
45	0.0102	0.0006	0.0097
46	0.0103	0.0006	0.0097
47	0.0103	0.0006	0.0098
48	0.0103	0.0006	0.0098
49	0.0104	0.0006	0.0098
50	0.0104	0.0006	0.0099
51	0.0105	0.0006	0.0099
52	0.0105	0.0006	0.0099
53	0.0106	0.0006	0.0100
54	0.0106	0.0006	0.0100
55	0.0107	0.0006	0.0101
56	0.0107	0.0006	0.0101
57	0.0108	0.0006	0.0102
58	0.0108	0.0006	0.0102
59	0.0108	0.0006	0.0103
60	0.0109	0.0006	0.0103

61	0.0109	0.0006	0.0104
62	0.0110	0.0006	0.0104
63	0.0110	0.0006	0.0104
64	0.0111	0.0006	0.0105
65	0.0111	0.0006	0.0105
66	0.0112	0.0006	0.0106
67	0.0112	0.0006	0.0106
68	0.0113	0.0006	0.0107
69	0.0113	0.0006	0.0107
70	0.0114	0.0006	0.0108
71	0.0115	0.0006	0.0108
72	0.0115	0.0006	0.0109
73	0.0116	0.0006	0.0109
74	0.0116	0.0006	0.0110
75	0.0117	0.0006	0.0110
76	0.0117	0.0006	0.0111
77	0.0118	0.0006	0.0112
78	0.0118	0.0006	0.0112
79	0.0119	0.0006	0.0113
80	0.0120	0.0006	0.0113
81	0.0120	0.0006	0.0114
82	0.0121	0.0007	0.0114
83	0.0122	0.0007	0.0115
84	0.0122	0.0007	0.0115
85	0.0123	0.0007	0.0116
86	0.0123	0.0007	0.0117
87	0.0124	0.0007	0.0118
88	0.0125	0.0007	0.0118
89	0.0126	0.0007	0.0119
90	0.0126	0.0007	0.0119
91	0.0127	0.0007	0.0120
92	0.0128	0.0007	0.0121
93	0.0129	0.0007	0.0122
94	0.0129	0.0007	0.0122
95	0.0130	0.0007	0.0123
96	0.0131	0.0007	0.0124
97	0.0132	0.0007	0.0125
98	0.0132	0.0007	0.0125
99	0.0133	0.0007	0.0126
100	0.0134	0.0007	0.0127
101	0.0135	0.0007	0.0128
102	0.0136	0.0007	0.0128
103	0.0137	0.0007	0.0129
104	0.0137	0.0007	0.0130
105	0.0138	0.0007	0.0131
106	0.0139	0.0008	0.0132
107	0.0140	0.0008	0.0133
108	0.0141	0.0008	0.0133

109	0.0142	0.0008	0.0135
110	0.0143	0.0008	0.0135
111	0.0144	0.0008	0.0137
112	0.0145	0.0008	0.0137
113	0.0146	0.0008	0.0138
114	0.0147	0.0008	0.0139
115	0.0149	0.0008	0.0141
116	0.0149	0.0008	0.0141
117	0.0151	0.0008	0.0143
118	0.0152	0.0008	0.0143
119	0.0153	0.0008	0.0145
120	0.0154	0.0008	0.0146
121	0.0156	0.0008	0.0147
122	0.0156	0.0008	0.0148
123	0.0158	0.0009	0.0150
124	0.0159	0.0009	0.0151
125	0.0161	0.0009	0.0152
126	0.0162	0.0009	0.0153
127	0.0164	0.0009	0.0155
128	0.0165	0.0009	0.0156
129	0.0167	0.0009	0.0158
130	0.0168	0.0009	0.0159
131	0.0170	0.0009	0.0161
132	0.0171	0.0009	0.0162
133	0.0173	0.0009	0.0164
134	0.0174	0.0009	0.0165
135	0.0177	0.0010	0.0167
136	0.0178	0.0010	0.0168
137	0.0180	0.0010	0.0170
138	0.0181	0.0010	0.0172
139	0.0184	0.0010	0.0174
140	0.0185	0.0010	0.0175
141	0.0188	0.0010	0.0178
142	0.0190	0.0010	0.0179
143	0.0192	0.0010	0.0182
144	0.0194	0.0010	0.0184
145	0.0225	0.0012	0.0212
146	0.0226	0.0012	0.0214
147	0.0230	0.0012	0.0217
148	0.0231	0.0012	0.0219
149	0.0235	0.0013	0.0222
150	0.0237	0.0013	0.0224
151	0.0241	0.0013	0.0228
152	0.0243	0.0013	0.0230
153	0.0247	0.0013	0.0234
154	0.0249	0.0013	0.0236
155	0.0254	0.0014	0.0240
156	0.0256	0.0014	0.0242

157	0.0261	0.0014	0.0247
158	0.0264	0.0014	0.0249
159	0.0269	0.0015	0.0255
160	0.0272	0.0015	0.0257
161	0.0278	0.0015	0.0263
162	0.0281	0.0015	0.0266
163	0.0287	0.0016	0.0272
164	0.0291	0.0016	0.0275
165	0.0298	0.0016	0.0282
166	0.0302	0.0016	0.0286
167	0.0310	0.0017	0.0293
168	0.0314	0.0017	0.0297
169	0.0351	0.0019	0.0332
170	0.0356	0.0019	0.0337
171	0.0366	0.0020	0.0346
172	0.0372	0.0020	0.0352
173	0.0384	0.0021	0.0363
174	0.0390	0.0021	0.0369
175	0.0404	0.0022	0.0382
176	0.0411	0.0022	0.0389
177	0.0428	0.0023	0.0405
178	0.0437	0.0024	0.0413
179	0.0457	0.0025	0.0432
180	0.0468	0.0025	0.0443
181	0.0493	0.0027	0.0466
182	0.0507	0.0027	0.0479
183	0.0539	0.0029	0.0510
184	0.0558	0.0030	0.0528
185	0.0465	0.0025	0.0440
186	0.0491	0.0026	0.0465
187	0.0558	0.0030	0.0528
188	0.0601	0.0032	0.0569
189	0.0725	0.0039	0.0686
190	0.0818	0.0042	0.0776
191	0.1169	0.0042	0.1127
192	0.1608	0.0042	0.1566
193	0.5033	0.0042	0.4991
194	0.0953	0.0042	0.0910
195	0.0655	0.0035	0.0620
196	0.0522	0.0028	0.0494
197	0.0579	0.0031	0.0548
198	0.0522	0.0028	0.0494
199	0.0480	0.0026	0.0454
200	0.0446	0.0024	0.0422
201	0.0419	0.0023	0.0397
202	0.0397	0.0021	0.0375
203	0.0378	0.0020	0.0357
204	0.0361	0.0019	0.0341

205	0.0319	0.0017	0.0301
206	0.0306	0.0016	0.0289
207	0.0294	0.0016	0.0279
208	0.0284	0.0015	0.0269
209	0.0275	0.0015	0.0260
210	0.0266	0.0014	0.0252
211	0.0259	0.0014	0.0245
212	0.0252	0.0014	0.0238
213	0.0245	0.0013	0.0232
214	0.0239	0.0013	0.0226
215	0.0233	0.0013	0.0221
216	0.0228	0.0012	0.0216
217	0.0196	0.0011	0.0185
218	0.0191	0.0010	0.0181
219	0.0187	0.0010	0.0177
220	0.0183	0.0010	0.0173
221	0.0179	0.0010	0.0169
222	0.0175	0.0009	0.0166
223	0.0172	0.0009	0.0163
224	0.0169	0.0009	0.0160
225	0.0166	0.0009	0.0157
226	0.0163	0.0009	0.0154
227	0.0160	0.0009	0.0151
228	0.0157	0.0008	0.0149
229	0.0155	0.0008	0.0146
230	0.0152	0.0008	0.0144
231	0.0150	0.0008	0.0142
232	0.0148	0.0008	0.0140
233	0.0146	0.0008	0.0138
234	0.0144	0.0008	0.0136
235	0.0142	0.0008	0.0134
236	0.0140	0.0008	0.0132
237	0.0138	0.0007	0.0130
238	0.0136	0.0007	0.0129
239	0.0134	0.0007	0.0127
240	0.0133	0.0007	0.0126
241	0.0131	0.0007	0.0124
242	0.0130	0.0007	0.0123
243	0.0128	0.0007	0.0121
244	0.0127	0.0007	0.0120
245	0.0125	0.0007	0.0118
246	0.0124	0.0007	0.0117
247	0.0122	0.0007	0.0116
248	0.0121	0.0007	0.0115
249	0.0120	0.0006	0.0113
250	0.0119	0.0006	0.0112
251	0.0118	0.0006	0.0111
252	0.0116	0.0006	0.0110

253	0.0115	0.0006	0.0109
254	0.0114	0.0006	0.0108
255	0.0113	0.0006	0.0107
256	0.0112	0.0006	0.0106
257	0.0111	0.0006	0.0105
258	0.0110	0.0006	0.0104
259	0.0109	0.0006	0.0103
260	0.0108	0.0006	0.0102
261	0.0107	0.0006	0.0101
262	0.0106	0.0006	0.0101
263	0.0105	0.0006	0.0100
264	0.0105	0.0006	0.0099
265	0.0104	0.0006	0.0098
266	0.0103	0.0006	0.0097
267	0.0102	0.0006	0.0097
268	0.0101	0.0005	0.0096
269	0.0101	0.0005	0.0095
270	0.0100	0.0005	0.0094
271	0.0099	0.0005	0.0094
272	0.0098	0.0005	0.0093
273	0.0098	0.0005	0.0092
274	0.0097	0.0005	0.0092
275	0.0096	0.0005	0.0091
276	0.0096	0.0005	0.0090
277	0.0095	0.0005	0.0090
278	0.0094	0.0005	0.0089
279	0.0094	0.0005	0.0089
280	0.0093	0.0005	0.0088
281	0.0092	0.0005	0.0087
282	0.0092	0.0005	0.0087
283	0.0091	0.0005	0.0086
284	0.0091	0.0005	0.0086
285	0.0090	0.0005	0.0085
286	0.0089	0.0005	0.0085
287	0.0089	0.0005	0.0084
288	0.0088	0.0005	0.0084

Total soil rain loss = 0.29(In)
Total effective rainfall = 5.73(In)
Peak flow rate in flood hydrograph = 6.22(CFS)

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24 - H O U R S T O R M
R u n o f f H y d r o g r a p h

Hydrograph in 5 Minute intervals ((CFS))

DA11ExSyn100yr24013

Time(h+m)	Volume Ac.Ft	Q(CFS)	0	2.5	5.0	7.5	10.0
0+ 5	0.0001	0.01	Q	|	|	|	|
0+10	0.0006	0.07	Q	|	|	|	|
0+15	0.0016	0.15	Q	|	|	|	|
0+20	0.0028	0.18	Q	|	|	|	|
0+25	0.0042	0.20	Q	|	|	|	|
0+30	0.0056	0.21	Q	|	|	|	|
0+35	0.0071	0.22	Q	|	|	|	|
0+40	0.0087	0.23	Q	|	|	|	|
0+45	0.0103	0.23	Q	|	|	|	|
0+50	0.0119	0.24	Q	|	|	|	|
0+55	0.0136	0.24	Q	|	|	|	|
1+ 0	0.0152	0.24	Q	|	|	|	|
1+ 5	0.0169	0.25	Q	|	|	|	|
1+10	0.0186	0.25	Q	|	|	|	|
1+15	0.0204	0.25	VQ	|	|	|	|
1+20	0.0221	0.25	VQ	|	|	|	|
1+25	0.0239	0.25	VQ	|	|	|	|
1+30	0.0256	0.25	VQ	|	|	|	|
1+35	0.0274	0.26	VQ	|	|	|	|
1+40	0.0291	0.26	|Q	|	|	|	|
1+45	0.0309	0.26	|Q	|	|	|	|
1+50	0.0327	0.26	|Q	|	|	|	|
1+55	0.0345	0.26	|Q	|	|	|	|
2+ 0	0.0363	0.26	|Q	|	|	|	|
2+ 5	0.0381	0.26	|Q	|	|	|	|
2+10	0.0399	0.26	|Q	|	|	|	|
2+15	0.0417	0.26	|Q	|	|	|	|
2+20	0.0435	0.26	|Q	|	|	|	|
2+25	0.0453	0.26	|Q	|	|	|	|
2+30	0.0471	0.27	|Q	|	|	|	|
2+35	0.0490	0.27	|Q	|	|	|	|
2+40	0.0508	0.27	|Q	|	|	|	|
2+45	0.0526	0.27	|Q	|	|	|	|
2+50	0.0545	0.27	|Q	|	|	|	|
2+55	0.0564	0.27	|Q	|	|	|	|
3+ 0	0.0582	0.27	|QV	|	|	|	|
3+ 5	0.0601	0.27	|QV	|	|	|	|
3+10	0.0620	0.27	|QV	|	|	|	|
3+15	0.0639	0.27	|QV	|	|	|	|
3+20	0.0658	0.27	|QV	|	|	|	|
3+25	0.0677	0.28	|QV	|	|	|	|
3+30	0.0696	0.28	|QV	|	|	|	|
3+35	0.0715	0.28	|QV	|	|	|	|
3+40	0.0734	0.28	|QV	|	|	|	|
3+45	0.0753	0.28	|QV	|	|	|	|

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3+50       0.0773      0.28  |QV        |          |          |          |
3+55       0.0792      0.28  |QV        |          |          |          |
4+ 0       0.0812      0.28  |QV        |          |          |          |
4+ 5       0.0831      0.28  |QV        |          |          |          |
4+10       0.0851      0.29  |QV        |          |          |          |
4+15       0.0871      0.29  |Q V       |          |          |          |
4+20       0.0891      0.29  |Q V       |          |          |          |
4+25       0.0910      0.29  |Q V       |          |          |          |
4+30       0.0930      0.29  |Q V       |          |          |          |
4+35       0.0951      0.29  |Q V       |          |          |          |
4+40       0.0971      0.29  |Q V       |          |          |          |
4+45       0.0991      0.29  |Q V       |          |          |          |
4+50       0.1011      0.30  |Q V       |          |          |          |
4+55       0.1032      0.30  |Q V       |          |          |          |
5+ 0       0.1052      0.30  |Q V       |          |          |          |
5+ 5       0.1073      0.30  |Q V       |          |          |          |
5+10       0.1094      0.30  |Q V       |          |          |          |
5+15       0.1114      0.30  |Q V       |          |          |          |
5+20       0.1135      0.30  |Q V       |          |          |          |
5+25       0.1156      0.30  |Q  V      |          |          |          |
5+30       0.1177      0.31  |Q  V      |          |          |          |
5+35       0.1198      0.31  |Q  V      |          |          |          |
5+40       0.1220      0.31  |Q  V      |          |          |          |
5+45       0.1241      0.31  |Q  V      |          |          |          |
5+50       0.1262      0.31  |Q  V      |          |          |          |
5+55       0.1284      0.31  |Q  V      |          |          |          |
6+ 0       0.1306      0.31  |Q  V      |          |          |          |
6+ 5       0.1327      0.32  |Q  V      |          |          |          |
6+10       0.1349      0.32  |Q  V      |          |          |          |
6+15       0.1371      0.32  |Q  V      |          |          |          |
6+20       0.1393      0.32  |Q  V      |          |          |          |
6+25       0.1415      0.32  |Q  V      |          |          |          |
6+30       0.1438      0.32  |Q  V      |          |          |          |
6+35       0.1460      0.32  |Q   V     |          |          |          |
6+40       0.1482      0.33  |Q   V     |          |          |          |
6+45       0.1505      0.33  |Q   V     |          |          |          |
6+50       0.1528      0.33  |Q   V     |          |          |          |
6+55       0.1551      0.33  |Q   V     |          |          |          |
7+ 0       0.1574      0.33  |Q   V     |          |          |          |
7+ 5       0.1597      0.34  |Q   V     |          |          |          |
7+10       0.1620      0.34  |Q   V     |          |          |          |
7+15       0.1643      0.34  |Q   V     |          |          |          |
7+20       0.1667      0.34  |Q   V     |          |          |          |
7+25       0.1690      0.34  |Q   V     |          |          |          |
7+30       0.1714      0.34  |Q   V     |          |          |          |
7+35       0.1738      0.35  |Q    V    |          |          |          |
7+40       0.1762      0.35  |Q    V    |          |          |          |
7+45       0.1786      0.35  |Q    V    |          |          |          |
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 7+50       0.1810      0.35  |Q    V   |          |          |          |
 7+55       0.1834      0.35  |Q    V   |          |          |          |
 8+ 0       0.1859      0.36  |Q    V   |          |          |          |
 8+ 5       0.1883      0.36  |Q    V   |          |          |          |
 8+10       0.1908      0.36  |Q    V   |          |          |          |
 8+15       0.1933      0.36  |Q    V   |          |          |          |
 8+20       0.1958      0.36  |Q    V   |          |          |          |
 8+25       0.1984      0.37  |Q    V   |          |          |          |
 8+30       0.2009      0.37  |Q    V   |          |          |          |
 8+35       0.2035      0.37  |Q     V  |          |          |          |
 8+40       0.2060      0.37  |Q     V  |          |          |          |
 8+45       0.2086      0.38  |Q     V  |          |          |          |
 8+50       0.2112      0.38  |Q     V  |          |          |          |
 8+55       0.2138      0.38  |Q     V  |          |          |          |
 9+ 0       0.2165      0.38  |Q     V  |          |          |          |
 9+ 5       0.2191      0.39  |Q     V  |          |          |          |
 9+10       0.2218      0.39  |Q     V  |          |          |          |
 9+15       0.2245      0.39  |Q     V  |          |          |          |
 9+20       0.2272      0.39  |Q     V  |          |          |          |
 9+25       0.2300      0.40  |Q     V  |          |          |          |
 9+30       0.2327      0.40  |Q      V |          |          |          |
 9+35       0.2355      0.40  |Q      V |          |          |          |
 9+40       0.2383      0.41  |Q      V |          |          |          |
 9+45       0.2411      0.41  |Q      V |          |          |          |
 9+50       0.2439      0.41  |Q      V |          |          |          |
 9+55       0.2468      0.41  |Q      V |          |          |          |
10+ 0       0.2496      0.42  |Q      V |          |          |          |
10+ 5       0.2525      0.42  |Q      V |          |          |          |
10+10       0.2555      0.42  |Q      V |          |          |          |
10+15       0.2584      0.43  |Q      V |          |          |          |
10+20       0.2614      0.43  |Q       V|          |          |          |
10+25       0.2644      0.43  |Q       V|          |          |          |
10+30       0.2674      0.44  |Q       V|          |          |          |
10+35       0.2704      0.44  |Q       V|          |          |          |
10+40       0.2735      0.45  |Q       V|          |          |          |
10+45       0.2766      0.45  |Q       V|          |          |          |
10+50       0.2797      0.45  |Q       V|          |          |          |
10+55       0.2828      0.46  |Q       V|          |          |          |
11+ 0       0.2860      0.46  |Q       V|          |          |          |
11+ 5       0.2892      0.47  |Q        V          |          |          |
11+10       0.2925      0.47  |Q        V          |          |          |
11+15       0.2957      0.47  |Q        V          |          |          |
11+20       0.2990      0.48  |Q        V          |          |          |
11+25       0.3024      0.48  |Q        V          |          |          |
11+30       0.3057      0.49  |Q        V          |          |          |
11+35       0.3091      0.49  |Q        V          |          |          |
11+40       0.3126      0.50  |Q        V          |          |          |
11+45       0.3160      0.50  | Q       V          |          |          |
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11+50       0.3195      0.51  | Q       |V        |         |         |
11+55       0.3231      0.51  | Q       |V        |         |         |
12+ 0       0.3267      0.52  | Q       |V        |         |         |
12+ 5       0.3303      0.53  | Q       |V        |         |         |
12+10       0.3341      0.56  | Q       |V        |         |         |
12+15       0.3382      0.58  | Q       |V        |         |         |
12+20       0.3423      0.60  | Q       |V        |         |         |
12+25       0.3465      0.61  | Q       |V        |         |         |
12+30       0.3508      0.62  | Q       | V       |         |         |
12+35       0.3552      0.63  | Q       | V       |         |         |
12+40       0.3596      0.64  | Q       | V       |         |         |
12+45       0.3641      0.65  | Q       | V       |         |         |
12+50       0.3687      0.66  | Q       | V       |         |         |
12+55       0.3733      0.67  | Q       | V       |         |         |
13+ 0       0.3780      0.68  | Q       |  V      |         |         |
13+ 5       0.3828      0.69  | Q       |  V      |         |         |
13+10       0.3876      0.70  | Q       |  V      |         |         |
13+15       0.3925      0.71  | Q       |  V      |         |         |
13+20       0.3975      0.72  | Q       |  V      |         |         |
13+25       0.4026      0.73  | Q       |  V      |         |         |
13+30       0.4077      0.74  | Q       |   V     |         |         |
13+35       0.4129      0.76  |  Q      |   V     |         |         |
13+40       0.4182      0.77  |  Q      |   V     |         |         |
13+45       0.4236      0.78  |  Q      |   V     |         |         |
13+50       0.4291      0.80  |  Q      |   V     |         |         |
13+55       0.4346      0.81  |  Q      |    V    |         |         |
14+ 0       0.4403      0.83  |  Q      |    V    |         |         |
14+ 5       0.4461      0.85  |  Q      |    V    |         |         |
14+10       0.4522      0.88  |  Q      |    V    |         |         |
14+15       0.4586      0.92  |  Q      |    V    |         |         |
14+20       0.4651      0.95  |  Q      |     V   |         |         |
14+25       0.4719      0.98  |  Q      |     V   |         |         |
14+30       0.4788      1.00  |   Q     |     V   |         |         |
14+35       0.4858      1.03  |   Q     |     V   |         |         |
14+40       0.4931      1.06  |   Q     |      V  |         |         |
14+45       0.5006      1.09  |   Q     |      V  |         |         |
14+50       0.5083      1.12  |   Q     |      V  |         |         |
14+55       0.5162      1.15  |   Q     |      V  |         |         |
15+ 0       0.5244      1.19  |   Q     |       V |         |         |
15+ 5       0.5328      1.23  |   Q     |       V |         |         |
15+10       0.5415      1.27  |    Q    |       V |         |         |
15+15       0.5506      1.32  |    Q    |        V|         |         |
15+20       0.5601      1.37  |    Q    |        V|         |         |
15+25       0.5698      1.41  |    Q    |        V|         |         |
15+30       0.5794      1.39  |    Q    |         V         |         |
15+35       0.5889      1.37  |    Q    |         V         |         |
15+40       0.5986      1.42  |    Q    |         V         |         |
15+45       0.6092      1.53  |     Q   |         |V        |         |
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15+50       0.6208      1.69  |     Q   |          |V        |         |
15+55       0.6342      1.94  |      Q  |          |V        |         |
16+ 0       0.6508      2.41  |        Q|          | V       |         |
16+ 5       0.6761      3.68  |         |   Q      |  V      |         |
16+10       0.7175      6.01  |         |          |   Q     |         |
16+15       0.7603      6.22  |         |          |   Q V   |         |
16+20       0.7883      4.06  |         |     Q    |      V  |         |
16+25       0.8083      2.91  |         |Q         |      V  |         |
16+30       0.8252      2.45  |        Q|          |       V |         |
16+35       0.8402      2.18  |       Q |          |        V|         |
16+40       0.8537      1.96  |      Q  |          |        V|         |
16+45       0.8658      1.76  |      Q  |          |        V|         |
16+50       0.8768      1.60  |     Q   |          |         V         |
16+55       0.8871      1.49  |    Q    |          |         V         |
17+ 0       0.8966      1.38  |    Q    |          |         |V        |
17+ 5       0.9053      1.28  |    Q    |          |         |V        |
17+10       0.9134      1.17  |   Q     |          |         |V        |
17+15       0.9208      1.08  |   Q     |          |         |V        |
17+20       0.9278      1.01  |   Q     |          |         | V       |
17+25       0.9341      0.93  |  Q      |          |         | V       |
17+30       0.9400      0.85  |  Q      |          |         | V       |
17+35       0.9456      0.82  |  Q      |          |         | V       |
17+40       0.9511      0.79  |  Q      |          |         | V       |
17+45       0.9563      0.76  |  Q      |          |         |  V      |
17+50       0.9613      0.73  | Q       |          |         |  V      |
17+55       0.9662      0.71  | Q       |          |         |  V      |
18+ 0       0.9710      0.69  | Q       |          |         |  V      |
18+ 5       0.9756      0.67  | Q       |          |         |  V      |
18+10       0.9799      0.63  | Q       |          |         |  V      |
18+15       0.9840      0.59  | Q       |          |         |   V     |
18+20       0.9879      0.57  | Q       |          |         |   V     |
18+25       0.9917      0.55  | Q       |          |         |   V     |
18+30       0.9954      0.53  | Q       |          |         |   V     |
18+35       0.9990      0.52  | Q       |          |         |   V     |
18+40       1.0025      0.51  | Q       |          |         |   V     |
18+45       1.0059      0.49  |Q        |          |         |   V     |
18+50       1.0092      0.48  |Q        |          |         |   V     |
18+55       1.0125      0.47  |Q        |          |         |    V    |
19+ 0       1.0157      0.46  |Q        |          |         |    V    |
19+ 5       1.0188      0.46  |Q        |          |         |    V    |
19+10       1.0219      0.45  |Q        |          |         |    V    |
19+15       1.0249      0.44  |Q        |          |         |    V    |
19+20       1.0279      0.43  |Q        |          |         |    V    |
19+25       1.0308      0.42  |Q        |          |         |    V    |
19+30       1.0337      0.42  |Q        |          |         |    V    |
19+35       1.0365      0.41  |Q        |          |         |    V    |
19+40       1.0393      0.41  |Q        |          |         |    V    |
19+45       1.0421      0.40  |Q        |          |         |     V   |
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19+50       1.0448      0.39  |Q         |          |          |      V   |
19+55       1.0474      0.39  |Q         |          |          |      V   |
20+ 0       1.0501      0.38  |Q         |          |          |      V   |
20+ 5       1.0527      0.38  |Q         |          |          |      V   |
20+10       1.0553      0.37  |Q         |          |          |      V   |
20+15       1.0578      0.37  |Q         |          |          |      V   |
20+20       1.0603      0.36  |Q         |          |          |      V   |
20+25       1.0628      0.36  |Q         |          |          |      V   |
20+30       1.0653      0.36  |Q         |          |          |      V   |
20+35       1.0677      0.35  |Q         |          |          |      V   |
20+40       1.0701      0.35  |Q         |          |          |       V  |
20+45       1.0724      0.34  |Q         |          |          |       V  |
20+50       1.0748      0.34  |Q         |          |          |       V  |
20+55       1.0771      0.34  |Q         |          |          |       V  |
21+ 0       1.0794      0.33  |Q         |          |          |       V  |
21+ 5       1.0817      0.33  |Q         |          |          |       V  |
21+10       1.0839      0.33  |Q         |          |          |       V  |
21+15       1.0861      0.32  |Q         |          |          |       V  |
21+20       1.0884      0.32  |Q         |          |          |       V  |
21+25       1.0905      0.32  |Q         |          |          |       V  |
21+30       1.0927      0.31  |Q         |          |          |       V  |
21+35       1.0948      0.31  |Q         |          |          |       V  |
21+40       1.0970      0.31  |Q         |          |          |       V  |
21+45       1.0991      0.31  |Q         |          |          |        V |
21+50       1.1012      0.30  |Q         |          |          |        V |
21+55       1.1032      0.30  |Q         |          |          |        V |
22+ 0       1.1053      0.30  |Q         |          |          |        V |
22+ 5       1.1073      0.30  |Q         |          |          |        V |
22+10       1.1093      0.29  |Q         |          |          |        V |
22+15       1.1113      0.29  |Q         |          |          |        V |
22+20       1.1133      0.29  |Q         |          |          |        V |
22+25       1.1153      0.29  |Q         |          |          |        V |
22+30       1.1172      0.28  |Q         |          |          |        V |
22+35       1.1192      0.28  |Q         |          |          |        V |
22+40       1.1211      0.28  |Q         |          |          |        V |
22+45       1.1230      0.28  |Q         |          |          |        V |
22+50       1.1249      0.27  |Q         |          |          |        V |
22+55       1.1268      0.27  |Q         |          |          |         V|
23+ 0       1.1286      0.27  |Q         |          |          |         V|
23+ 5       1.1305      0.27  |Q         |          |          |         V|
23+10       1.1323      0.27  |Q         |          |          |         V|
23+15       1.1341      0.27  |Q         |          |          |         V|
23+20       1.1360      0.26  |Q         |          |          |         V|
23+25       1.1378      0.26  |Q         |          |          |         V|
23+30       1.1396      0.26  |Q         |          |          |         V|
23+35       1.1413      0.26  |Q         |          |          |         V|
23+40       1.1431      0.26  |Q         |          |          |         V|
23+45       1.1448      0.25  |Q         |          |          |         V|
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   23+50       1.1466      0.25  |Q        |         |         |        V|
   23+55       1.1483      0.25  |Q        |         |         |        V|
   24+ 0       1.1500      0.25  Q         |         |         |        V|
   24+ 5       1.1517      0.23  Q         |         |         |        V|
   24+10       1.1528      0.17  Q         |         |         |        V|
   24+15       1.1535      0.10  Q         |         |         |        V|
   24+20       1.1540      0.07  Q         |         |         |        V|
   24+25       1.1543      0.05  Q         |         |         |        V|
   24+30       1.1546      0.04  Q         |         |         |        V|
   24+35       1.1548      0.03  Q         |         |         |        V|
   24+40       1.1549      0.02  Q         |         |         |        V|
   24+45       1.1551      0.02  Q         |         |         |        V|
   24+50       1.1552      0.01  Q         |         |         |        V|
   24+55       1.1552      0.01  Q         |         |         |        V|
   25+ 0       1.1553      0.01  Q         |         |         |        V|
   25+ 5       1.1553      0.00  Q         |         |         |        V|
   25+10       1.1553      0.00  Q         |         |         |        V|
   25+15       1.1553      0.00  Q         |         |         |        V|
   25+20       1.1553      0.00  Q         |         |         |         V
-----------------------------------------------------------------------
```

DA12ExSyn10yr24013

U n i t H y d r o g r a p h A n a l y s i s

Copyright (c) CIVILCADD/CIVILDESIGN, 1989 - 2018, Version 9.0

Study date 10/01/25

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San Bernardino County Synthetic Unit Hydrology Method
Manual date - August 1986

Program License Serial Number 6474

Commercial Development
Pre-developed DA1.2, 10-YR
SEC Riverside Drive and Ontario (Champion) Avenue,
Ontario CA 91761

Storm Event Year = 10

Antecedent Moisture Condition = 2

English (in-lb) Input Units Used

English Rainfall Data (Inches) Input Values Used

English Units used in output format

Area averaged rainfall intensity isohyetal data:

Sub-Area (Ac.)	Duration (hours)	Isohyetal (In)
Rainfall data for year 10		
1.91	1	0.90
Rainfall data for year 10		
1.91	6	2.28
Rainfall data for year 10		

```
                        DA12ExSyn10yr24013
             1.91           24           4.01
-------------------------------------------------------------------
+++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++

******** Area-averaged max loss rate, Fm ********


SCS curve  SCS curve     Area     Area     Fp(Fig C6)    Ap      Fm
No.(AMCII) NO.(AMC 2)    (Ac.)    Fraction     (In/Hr)  (dec.)   (In/Hr)
 86.0      86.0          1.91      1.000     0.265    0.943    0.250

Area-averaged adjusted loss rate Fm (In/Hr) =  0.250

********* Area-Averaged low loss rate fraction, Yb **********

Area       Area          SCS CN    SCS CN      S     Pervious
 (Ac.)      Fract         (AMC2)    (AMC2)           Yield Fr
     1.80   0.943         86.0      86.0       1.63     0.637
     0.11   0.057         98.0      98.0       0.20     0.941

Area-averaged catchment yield fraction, Y =  0.655
Area-averaged low loss fraction, Yb =  0.345
User entry of time of concentration  =   0.268 (hours)
+++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Watershed area =       1.91(Ac.)
Catchment Lag time =   0.215 hours
Unit interval =   5.000 minutes
Unit interval percentage of lag time = 38.8247
Hydrograph baseflow =     0.00(CFS)
Average maximum watershed loss rate(Fm) =  0.250(In/Hr)
Average low loss rate fraction (Yb) = 0.345 (decimal)
VALLEY UNDEVELOPED S-Graph Selected
Computed peak 5-minute rainfall =  0.332(In)
Computed peak 30-minute rainfall =  0.681(In)
Specified peak 1-hour rainfall =  0.898(In)
Computed peak 3-hour rainfall =  1.630(In)
Specified peak 6-hour rainfall =  2.280(In)
Specified peak 24-hour rainfall =  4.010(In)


Note: user specified rainfall values used.
Rainfall depth area reduction factors:
Using a total area of       1.91(Ac.) (Ref: fig. E-4)

5-minute factor = 1.000     Adjusted rainfall =  0.332(In)
30-minute factor = 1.000    Adjusted rainfall =  0.680(In)
1-hour factor = 1.000       Adjusted rainfall =  0.898(In)
3-hour factor = 1.000       Adjusted rainfall =  1.630(In)
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DA12ExSyn10yr24013

6-hour factor = 1.000 Adjusted rainfall = 2.280(In)

24-hour factor = 1.000 Adjusted rainfall = 4.010(In)

U n i t H y d r o g r a p h

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Interval Number	'S' Graph Mean values	Unit Hydrograph ((CFS))
	(K = 23.06 (CFS))	
1	4.166	0.961
2	21.135	3.913
3	47.205	6.013
4	65.226	4.156
5	74.103	2.047
6	79.596	1.267
7	83.663	0.938
8	86.846	0.734
9	89.301	0.566
10	91.329	0.468
11	92.924	0.368
12	94.181	0.290
13	95.357	0.271
14	96.331	0.225
15	97.131	0.185
16	97.809	0.156
17	98.363	0.128
18	98.794	0.099
19	99.183	0.090
20	99.571	0.090
21	100.000	0.045

Peak Unit Number	Adjusted mass rainfall (In)	Unit rainfall (In)
1	0.3323	0.3323
2	0.4385	0.1062
3	0.5157	0.0772
4	0.5786	0.0629
5	0.6326	0.0540
6	0.6805	0.0479
7	0.7238	0.0433
8	0.7635	0.0397
9	0.8003	0.0368
10	0.8348	0.0344
11	0.8672	0.0324
12	0.8979	0.0307
13	0.9378	0.0399

14	0.9763	0.0385
15	1.0135	0.0372
16	1.0497	0.0361
17	1.0848	0.0351
18	1.1189	0.0342
19	1.1523	0.0333
20	1.1848	0.0325
21	1.2166	0.0318
22	1.2477	0.0311
23	1.2782	0.0305
24	1.3080	0.0299
25	1.3373	0.0293
26	1.3661	0.0288
27	1.3944	0.0283
28	1.4222	0.0278
29	1.4495	0.0273
30	1.4764	0.0269
31	1.5029	0.0265
32	1.5290	0.0261
33	1.5548	0.0258
34	1.5802	0.0254
35	1.6053	0.0251
36	1.6300	0.0247
37	1.6517	0.0218
38	1.6732	0.0215
39	1.6944	0.0212
40	1.7153	0.0209
41	1.7359	0.0206
42	1.7563	0.0204
43	1.7764	0.0201
44	1.7963	0.0199
45	1.8159	0.0197
46	1.8354	0.0194
47	1.8546	0.0192
48	1.8736	0.0190
49	1.8924	0.0188
50	1.9110	0.0186
51	1.9294	0.0184
52	1.9476	0.0182
53	1.9657	0.0180
54	1.9835	0.0179
55	2.0012	0.0177
56	2.0188	0.0175
57	2.0361	0.0174
58	2.0534	0.0172
59	2.0704	0.0171
60	2.0873	0.0169
61	2.1041	0.0168

62	2.1208	0.0166
63	2.1372	0.0165
64	2.1536	0.0164
65	2.1698	0.0162
66	2.1859	0.0161
67	2.2019	0.0160
68	2.2178	0.0159
69	2.2335	0.0157
70	2.2491	0.0156
71	2.2646	0.0155
72	2.2800	0.0154
73	2.2928	0.0128
74	2.3056	0.0127
75	2.3182	0.0126
76	2.3308	0.0125
77	2.3432	0.0124
78	2.3555	0.0123
79	2.3678	0.0123
80	2.3800	0.0122
81	2.3920	0.0121
82	2.4040	0.0120
83	2.4159	0.0119
84	2.4277	0.0118
85	2.4395	0.0117
86	2.4511	0.0116
87	2.4627	0.0116
88	2.4742	0.0115
89	2.4856	0.0114
90	2.4969	0.0113
91	2.5082	0.0113
92	2.5194	0.0112
93	2.5305	0.0111
94	2.5415	0.0110
95	2.5525	0.0110
96	2.5634	0.0109
97	2.5743	0.0108
98	2.5850	0.0108
99	2.5957	0.0107
100	2.6064	0.0106
101	2.6170	0.0106
102	2.6275	0.0105
103	2.6380	0.0105
104	2.6484	0.0104
105	2.6587	0.0103
106	2.6690	0.0103
107	2.6792	0.0102
108	2.6894	0.0102
109	2.6995	0.0101

110	2.7096	0.0101
111	2.7196	0.0100
112	2.7295	0.0100
113	2.7394	0.0099
114	2.7493	0.0098
115	2.7591	0.0098
116	2.7688	0.0097
117	2.7785	0.0097
118	2.7881	0.0096
119	2.7977	0.0096
120	2.8073	0.0096
121	2.8168	0.0095
122	2.8263	0.0095
123	2.8357	0.0094
124	2.8450	0.0094
125	2.8544	0.0093
126	2.8636	0.0093
127	2.8729	0.0092
128	2.8821	0.0092
129	2.8912	0.0091
130	2.9003	0.0091
131	2.9094	0.0091
132	2.9184	0.0090
133	2.9274	0.0090
134	2.9363	0.0089
135	2.9452	0.0089
136	2.9541	0.0089
137	2.9629	0.0088
138	2.9717	0.0088
139	2.9805	0.0088
140	2.9892	0.0087
141	2.9979	0.0087
142	3.0065	0.0086
143	3.0151	0.0086
144	3.0237	0.0086
145	3.0322	0.0085
146	3.0407	0.0085
147	3.0492	0.0085
148	3.0576	0.0084
149	3.0660	0.0084
150	3.0744	0.0084
151	3.0827	0.0083
152	3.0910	0.0083
153	3.0993	0.0083
154	3.1075	0.0082
155	3.1157	0.0082
156	3.1239	0.0082
157	3.1320	0.0081

158	3.1401	0.0081
159	3.1482	0.0081
160	3.1563	0.0080
161	3.1643	0.0080
162	3.1723	0.0080
163	3.1802	0.0080
164	3.1882	0.0079
165	3.1961	0.0079
166	3.2040	0.0079
167	3.2118	0.0078
168	3.2196	0.0078
169	3.2274	0.0078
170	3.2352	0.0078
171	3.2429	0.0077
172	3.2506	0.0077
173	3.2583	0.0077
174	3.2660	0.0077
175	3.2736	0.0076
176	3.2812	0.0076
177	3.2888	0.0076
178	3.2963	0.0076
179	3.3039	0.0075
180	3.3114	0.0075
181	3.3189	0.0075
182	3.3263	0.0075
183	3.3337	0.0074
184	3.3411	0.0074
185	3.3485	0.0074
186	3.3559	0.0074
187	3.3632	0.0073
188	3.3705	0.0073
189	3.3778	0.0073
190	3.3851	0.0073
191	3.3923	0.0072
192	3.3996	0.0072
193	3.4068	0.0072
194	3.4139	0.0072
195	3.4211	0.0072
196	3.4282	0.0071
197	3.4354	0.0071
198	3.4424	0.0071
199	3.4495	0.0071
200	3.4566	0.0070
201	3.4636	0.0070
202	3.4706	0.0070
203	3.4776	0.0070
204	3.4846	0.0070
205	3.4915	0.0069

206	3.4984	0.0069
207	3.5053	0.0069
208	3.5122	0.0069
209	3.5191	0.0069
210	3.5259	0.0068
211	3.5328	0.0068
212	3.5396	0.0068
213	3.5464	0.0068
214	3.5531	0.0068
215	3.5599	0.0068
216	3.5666	0.0067
217	3.5733	0.0067
218	3.5800	0.0067
219	3.5867	0.0067
220	3.5934	0.0067
221	3.6000	0.0066
222	3.6066	0.0066
223	3.6133	0.0066
224	3.6198	0.0066
225	3.6264	0.0066
226	3.6330	0.0066
227	3.6395	0.0065
228	3.6460	0.0065
229	3.6525	0.0065
230	3.6590	0.0065
231	3.6655	0.0065
232	3.6720	0.0065
233	3.6784	0.0064
234	3.6848	0.0064
235	3.6912	0.0064
236	3.6976	0.0064
237	3.7040	0.0064
238	3.7103	0.0064
239	3.7167	0.0063
240	3.7230	0.0063
241	3.7293	0.0063
242	3.7356	0.0063
243	3.7419	0.0063
244	3.7482	0.0063
245	3.7544	0.0062
246	3.7606	0.0062
247	3.7669	0.0062
248	3.7731	0.0062
249	3.7792	0.0062
250	3.7854	0.0062
251	3.7916	0.0062
252	3.7977	0.0061
253	3.8039	0.0061

254	3.8100	0.0061
255	3.8161	0.0061
256	3.8222	0.0061
257	3.8282	0.0061
258	3.8343	0.0061
259	3.8403	0.0060
260	3.8464	0.0060
261	3.8524	0.0060
262	3.8584	0.0060
263	3.8644	0.0060
264	3.8704	0.0060
265	3.8763	0.0060
266	3.8823	0.0060
267	3.8882	0.0059
268	3.8941	0.0059
269	3.9001	0.0059
270	3.9060	0.0059
271	3.9118	0.0059
272	3.9177	0.0059
273	3.9236	0.0059
274	3.9294	0.0058
275	3.9353	0.0058
276	3.9411	0.0058
277	3.9469	0.0058
278	3.9527	0.0058
279	3.9585	0.0058
280	3.9642	0.0058
281	3.9700	0.0058
282	3.9758	0.0057
283	3.9815	0.0057
284	3.9872	0.0057
285	3.9929	0.0057
286	3.9986	0.0057
287	4.0043	0.0057
288	4.0100	0.0057

Unit Period (number)	Unit Rainfall (In)	Unit Soil-Loss (In)	Effective Rainfall (In)
1	0.0057	0.0020	0.0037
2	0.0057	0.0020	0.0037
3	0.0057	0.0020	0.0037
4	0.0057	0.0020	0.0037
5	0.0057	0.0020	0.0038
6	0.0058	0.0020	0.0038
7	0.0058	0.0020	0.0038
8	0.0058	0.0020	0.0038

9	0.0058	0.0020	0.0038
10	0.0058	0.0020	0.0038
11	0.0059	0.0020	0.0038
12	0.0059	0.0020	0.0038
13	0.0059	0.0020	0.0039
14	0.0059	0.0020	0.0039
15	0.0059	0.0021	0.0039
16	0.0060	0.0021	0.0039
17	0.0060	0.0021	0.0039
18	0.0060	0.0021	0.0039
19	0.0060	0.0021	0.0039
20	0.0060	0.0021	0.0039
21	0.0061	0.0021	0.0040
22	0.0061	0.0021	0.0040
23	0.0061	0.0021	0.0040
24	0.0061	0.0021	0.0040
25	0.0061	0.0021	0.0040
26	0.0062	0.0021	0.0040
27	0.0062	0.0021	0.0041
28	0.0062	0.0021	0.0041
29	0.0062	0.0022	0.0041
30	0.0062	0.0022	0.0041
31	0.0063	0.0022	0.0041
32	0.0063	0.0022	0.0041
33	0.0063	0.0022	0.0041
34	0.0063	0.0022	0.0042
35	0.0064	0.0022	0.0042
36	0.0064	0.0022	0.0042
37	0.0064	0.0022	0.0042
38	0.0064	0.0022	0.0042
39	0.0065	0.0022	0.0042
40	0.0065	0.0022	0.0042
41	0.0065	0.0023	0.0043
42	0.0065	0.0023	0.0043
43	0.0066	0.0023	0.0043
44	0.0066	0.0023	0.0043
45	0.0066	0.0023	0.0043
46	0.0066	0.0023	0.0043
47	0.0067	0.0023	0.0044
48	0.0067	0.0023	0.0044
49	0.0067	0.0023	0.0044
50	0.0068	0.0023	0.0044
51	0.0068	0.0023	0.0044
52	0.0068	0.0024	0.0045
53	0.0068	0.0024	0.0045
54	0.0069	0.0024	0.0045
55	0.0069	0.0024	0.0045
56	0.0069	0.0024	0.0045

57	0.0070	0.0024	0.0046
58	0.0070	0.0024	0.0046
59	0.0070	0.0024	0.0046
60	0.0070	0.0024	0.0046
61	0.0071	0.0024	0.0046
62	0.0071	0.0025	0.0047
63	0.0072	0.0025	0.0047
64	0.0072	0.0025	0.0047
65	0.0072	0.0025	0.0047
66	0.0072	0.0025	0.0047
67	0.0073	0.0025	0.0048
68	0.0073	0.0025	0.0048
69	0.0074	0.0025	0.0048
70	0.0074	0.0026	0.0048
71	0.0074	0.0026	0.0049
72	0.0075	0.0026	0.0049
73	0.0075	0.0026	0.0049
74	0.0075	0.0026	0.0049
75	0.0076	0.0026	0.0050
76	0.0076	0.0026	0.0050
77	0.0077	0.0026	0.0050
78	0.0077	0.0027	0.0050
79	0.0077	0.0027	0.0051
80	0.0078	0.0027	0.0051
81	0.0078	0.0027	0.0051
82	0.0078	0.0027	0.0051
83	0.0079	0.0027	0.0052
84	0.0079	0.0027	0.0052
85	0.0080	0.0028	0.0052
86	0.0080	0.0028	0.0052
87	0.0081	0.0028	0.0053
88	0.0081	0.0028	0.0053
89	0.0082	0.0028	0.0053
90	0.0082	0.0028	0.0054
91	0.0083	0.0029	0.0054
92	0.0083	0.0029	0.0054
93	0.0084	0.0029	0.0055
94	0.0084	0.0029	0.0055
95	0.0085	0.0029	0.0055
96	0.0085	0.0029	0.0056
97	0.0086	0.0030	0.0056
98	0.0086	0.0030	0.0056
99	0.0087	0.0030	0.0057
100	0.0087	0.0030	0.0057
101	0.0088	0.0030	0.0058
102	0.0088	0.0030	0.0058
103	0.0089	0.0031	0.0058
104	0.0089	0.0031	0.0059

105	0.0090	0.0031	0.0059
106	0.0091	0.0031	0.0059
107	0.0091	0.0032	0.0060
108	0.0092	0.0032	0.0060
109	0.0093	0.0032	0.0061
110	0.0093	0.0032	0.0061
111	0.0094	0.0033	0.0062
112	0.0095	0.0033	0.0062
113	0.0096	0.0033	0.0063
114	0.0096	0.0033	0.0063
115	0.0097	0.0033	0.0063
116	0.0097	0.0034	0.0064
117	0.0098	0.0034	0.0064
118	0.0099	0.0034	0.0065
119	0.0100	0.0035	0.0065
120	0.0101	0.0035	0.0066
121	0.0102	0.0035	0.0067
122	0.0102	0.0035	0.0067
123	0.0103	0.0036	0.0068
124	0.0104	0.0036	0.0068
125	0.0105	0.0036	0.0069
126	0.0106	0.0037	0.0069
127	0.0107	0.0037	0.0070
128	0.0108	0.0037	0.0071
129	0.0109	0.0038	0.0071
130	0.0110	0.0038	0.0072
131	0.0111	0.0038	0.0073
132	0.0112	0.0039	0.0073
133	0.0113	0.0039	0.0074
134	0.0114	0.0039	0.0075
135	0.0116	0.0040	0.0076
136	0.0116	0.0040	0.0076
137	0.0118	0.0041	0.0077
138	0.0119	0.0041	0.0078
139	0.0121	0.0042	0.0079
140	0.0122	0.0042	0.0080
141	0.0123	0.0043	0.0081
142	0.0124	0.0043	0.0081
143	0.0126	0.0044	0.0083
144	0.0127	0.0044	0.0083
145	0.0154	0.0053	0.0101
146	0.0155	0.0054	0.0101
147	0.0157	0.0054	0.0103
148	0.0159	0.0055	0.0104
149	0.0161	0.0056	0.0105
150	0.0162	0.0056	0.0106
151	0.0165	0.0057	0.0108
152	0.0166	0.0057	0.0109

153	0.0169	0.0058	0.0111
154	0.0171	0.0059	0.0112
155	0.0174	0.0060	0.0114
156	0.0175	0.0061	0.0115
157	0.0179	0.0062	0.0117
158	0.0180	0.0062	0.0118
159	0.0184	0.0064	0.0121
160	0.0186	0.0064	0.0122
161	0.0190	0.0066	0.0124
162	0.0192	0.0066	0.0126
163	0.0197	0.0068	0.0129
164	0.0199	0.0069	0.0130
165	0.0204	0.0070	0.0133
166	0.0206	0.0071	0.0135
167	0.0212	0.0073	0.0139
168	0.0215	0.0074	0.0141
169	0.0247	0.0085	0.0162
170	0.0251	0.0087	0.0164
171	0.0258	0.0089	0.0169
172	0.0261	0.0090	0.0171
173	0.0269	0.0093	0.0176
174	0.0273	0.0094	0.0179
175	0.0283	0.0098	0.0185
176	0.0288	0.0099	0.0188
177	0.0299	0.0103	0.0196
178	0.0305	0.0105	0.0199
179	0.0318	0.0110	0.0208
180	0.0325	0.0112	0.0213
181	0.0342	0.0118	0.0224
182	0.0351	0.0121	0.0230
183	0.0372	0.0129	0.0244
184	0.0385	0.0133	0.0252
185	0.0307	0.0106	0.0201
186	0.0324	0.0112	0.0212
187	0.0368	0.0127	0.0241
188	0.0397	0.0137	0.0260
189	0.0479	0.0165	0.0313
190	0.0540	0.0187	0.0354
191	0.0772	0.0208	0.0564
192	0.1062	0.0208	0.0853
193	0.3323	0.0208	0.3115
194	0.0629	0.0208	0.0421
195	0.0433	0.0149	0.0283
196	0.0344	0.0119	0.0226
197	0.0399	0.0138	0.0261
198	0.0361	0.0125	0.0236
199	0.0333	0.0115	0.0218
200	0.0311	0.0107	0.0204

201	0.0293	0.0101	0.0192
202	0.0278	0.0096	0.0182
203	0.0265	0.0092	0.0174
204	0.0254	0.0088	0.0166
205	0.0218	0.0075	0.0142
206	0.0209	0.0072	0.0137
207	0.0201	0.0070	0.0132
208	0.0194	0.0067	0.0127
209	0.0188	0.0065	0.0123
210	0.0182	0.0063	0.0119
211	0.0177	0.0061	0.0116
212	0.0172	0.0059	0.0113
213	0.0168	0.0058	0.0110
214	0.0164	0.0057	0.0107
215	0.0160	0.0055	0.0105
216	0.0156	0.0054	0.0102
217	0.0128	0.0044	0.0084
218	0.0125	0.0043	0.0082
219	0.0123	0.0042	0.0080
220	0.0120	0.0041	0.0078
221	0.0117	0.0041	0.0077
222	0.0115	0.0040	0.0075
223	0.0113	0.0039	0.0074
224	0.0110	0.0038	0.0072
225	0.0108	0.0037	0.0071
226	0.0106	0.0037	0.0070
227	0.0105	0.0036	0.0068
228	0.0103	0.0036	0.0067
229	0.0101	0.0035	0.0066
230	0.0100	0.0034	0.0065
231	0.0098	0.0034	0.0064
232	0.0096	0.0033	0.0063
233	0.0095	0.0033	0.0062
234	0.0094	0.0032	0.0061
235	0.0092	0.0032	0.0060
236	0.0091	0.0031	0.0060
237	0.0090	0.0031	0.0059
238	0.0089	0.0031	0.0058
239	0.0088	0.0030	0.0057
240	0.0086	0.0030	0.0057
241	0.0085	0.0029	0.0056
242	0.0084	0.0029	0.0055
243	0.0083	0.0029	0.0055
244	0.0082	0.0028	0.0054
245	0.0081	0.0028	0.0053
246	0.0080	0.0028	0.0053
247	0.0080	0.0027	0.0052
248	0.0079	0.0027	0.0052

249	0.0078	0.0027	0.0051
250	0.0077	0.0027	0.0050
251	0.0076	0.0026	0.0050
252	0.0076	0.0026	0.0049
253	0.0075	0.0026	0.0049
254	0.0074	0.0026	0.0048
255	0.0073	0.0025	0.0048
256	0.0073	0.0025	0.0048
257	0.0072	0.0025	0.0047
258	0.0071	0.0025	0.0047
259	0.0071	0.0024	0.0046
260	0.0070	0.0024	0.0046
261	0.0069	0.0024	0.0045
262	0.0069	0.0024	0.0045
263	0.0068	0.0024	0.0045
264	0.0068	0.0023	0.0044
265	0.0067	0.0023	0.0044
266	0.0067	0.0023	0.0044
267	0.0066	0.0023	0.0043
268	0.0066	0.0023	0.0043
269	0.0065	0.0022	0.0043
270	0.0065	0.0022	0.0042
271	0.0064	0.0022	0.0042
272	0.0064	0.0022	0.0042
273	0.0063	0.0022	0.0041
274	0.0063	0.0022	0.0041
275	0.0062	0.0021	0.0041
276	0.0062	0.0021	0.0040
277	0.0061	0.0021	0.0040
278	0.0061	0.0021	0.0040
279	0.0060	0.0021	0.0040
280	0.0060	0.0021	0.0039
281	0.0060	0.0021	0.0039
282	0.0059	0.0020	0.0039
283	0.0059	0.0020	0.0039
284	0.0058	0.0020	0.0038
285	0.0058	0.0020	0.0038
286	0.0058	0.0020	0.0038
287	0.0057	0.0020	0.0038
288	0.0057	0.0020	0.0037

Total soil rain loss = 1.27(In)
Total effective rainfall = 2.74(In)
Peak flow rate in flood hydrograph = 2.69(CFS)

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24 - H O U R S T O R M

DA12ExSyn10yr24013

R u n o f f H y d r o g r a p h

Hydrograph in 5 Minute intervals ((CFS))

Time(h+m)	Volume Ac.Ft	Q(CFS)	0	2.5	5.0	7.5	10.0
0+ 5	0.0000	0.00	Q				
0+10	0.0001	0.02	Q				
0+15	0.0004	0.04	Q				
0+20	0.0008	0.06	Q				
0+25	0.0013	0.06	Q				
0+30	0.0017	0.07	Q				
0+35	0.0022	0.07	Q				
0+40	0.0027	0.08	Q				
0+45	0.0033	0.08	Q				
0+50	0.0038	0.08	Q				
0+55	0.0044	0.08	Q				
1+ 0	0.0050	0.08	Q				
1+ 5	0.0055	0.08	Q				
1+10	0.0061	0.09	Q				
1+15	0.0067	0.09	Q				
1+20	0.0073	0.09	Q				
1+25	0.0079	0.09	Q				
1+30	0.0085	0.09	Q				
1+35	0.0091	0.09	Q				
1+40	0.0098	0.09	Q				
1+45	0.0104	0.09	Q				
1+50	0.0110	0.09	QV				
1+55	0.0116	0.09	QV				
2+ 0	0.0123	0.09	QV				
2+ 5	0.0129	0.09	QV				
2+10	0.0135	0.09	QV				
2+15	0.0141	0.09	QV				
2+20	0.0148	0.09	QV				
2+25	0.0154	0.09	QV				
2+30	0.0161	0.09	QV				
2+35	0.0167	0.09	QV				
2+40	0.0173	0.09	QV				
2+45	0.0180	0.09	QV				
2+50	0.0186	0.09	QV				
2+55	0.0193	0.09	QV				
3+ 0	0.0199	0.09	QV				
3+ 5	0.0206	0.10	QV				
3+10	0.0213	0.10	QV				
3+15	0.0219	0.10	Q V				
3+20	0.0226	0.10	Q V				
3+25	0.0232	0.10	Q V				

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3+30       0.0239      0.10  Q V       |          |          |          |
3+35       0.0246      0.10  Q V       |          |          |          |
3+40       0.0253      0.10  Q V       |          |          |          |
3+45       0.0259      0.10  Q V       |          |          |          |
3+50       0.0266      0.10  Q V       |          |          |          |
3+55       0.0273      0.10  Q V       |          |          |          |
4+ 0       0.0280      0.10  Q V       |          |          |          |
4+ 5       0.0287      0.10  Q V       |          |          |          |
4+10       0.0294      0.10  Q V       |          |          |          |
4+15       0.0301      0.10  Q V       |          |          |          |
4+20       0.0308      0.10  Q V       |          |          |          |
4+25       0.0315      0.10  Q V       |          |          |          |
4+30       0.0322      0.10  Q V       |          |          |          |
4+35       0.0329      0.10  Q  V      |          |          |          |
4+40       0.0336      0.10  Q  V      |          |          |          |
4+45       0.0343      0.10  Q  V      |          |          |          |
4+50       0.0350      0.10  Q  V      |          |          |          |
4+55       0.0357      0.10  Q  V      |          |          |          |
5+ 0       0.0364      0.10  Q  V      |          |          |          |
5+ 5       0.0371      0.10  Q  V      |          |          |          |
5+10       0.0379      0.11  Q  V      |          |          |          |
5+15       0.0386      0.11  Q  V      |          |          |          |
5+20       0.0393      0.11  Q  V      |          |          |          |
5+25       0.0401      0.11  Q  V      |          |          |          |
5+30       0.0408      0.11  Q  V      |          |          |          |
5+35       0.0416      0.11  Q  V      |          |          |          |
5+40       0.0423      0.11  Q  V      |          |          |          |
5+45       0.0430      0.11  Q  V      |          |          |          |
5+50       0.0438      0.11  Q   V     |          |          |          |
5+55       0.0446      0.11  Q   V     |          |          |          |
6+ 0       0.0453      0.11  Q   V     |          |          |          |
6+ 5       0.0461      0.11  Q   V     |          |          |          |
6+10       0.0468      0.11  Q   V     |          |          |          |
6+15       0.0476      0.11  Q   V     |          |          |          |
6+20       0.0484      0.11  Q   V     |          |          |          |
6+25       0.0492      0.11  Q   V     |          |          |          |
6+30       0.0500      0.11  Q   V     |          |          |          |
6+35       0.0507      0.11  Q   V     |          |          |          |
6+40       0.0515      0.11  Q   V     |          |          |          |
6+45       0.0523      0.12  Q   V     |          |          |          |
6+50       0.0531      0.12  Q   V     |          |          |          |
6+55       0.0539      0.12  Q   V     |          |          |          |
7+ 0       0.0547      0.12  Q    V    |          |          |          |
7+ 5       0.0555      0.12  Q    V    |          |          |          |
7+10       0.0564      0.12  Q    V    |          |          |          |
7+15       0.0572      0.12  Q    V    |          |          |          |
7+20       0.0580      0.12  Q    V    |          |          |          |
7+25       0.0588      0.12  Q    V    |          |          |          |
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 7+30       0.0597      0.12  Q    V    |          |          |          |
 7+35       0.0605      0.12  Q    V    |          |          |          |
 7+40       0.0614      0.12  Q    V    |          |          |          |
 7+45       0.0622      0.12  Q    V    |          |          |          |
 7+50       0.0631      0.12  Q    V    |          |          |          |
 7+55       0.0639      0.12  Q    V    |          |          |          |
 8+ 0       0.0648      0.13  Q    V    |          |          |          |
 8+ 5       0.0656      0.13  Q     V   |          |          |          |
 8+10       0.0665      0.13  Q     V   |          |          |          |
 8+15       0.0674      0.13  Q     V   |          |          |          |
 8+20       0.0683      0.13  Q     V   |          |          |          |
 8+25       0.0692      0.13  Q     V   |          |          |          |
 8+30       0.0701      0.13  Q     V   |          |          |          |
 8+35       0.0710      0.13  Q     V   |          |          |          |
 8+40       0.0719      0.13  Q     V   |          |          |          |
 8+45       0.0728      0.13  Q     V   |          |          |          |
 8+50       0.0737      0.13  Q     V   |          |          |          |
 8+55       0.0746      0.13  Q     V   |          |          |          |
 9+ 0       0.0756      0.14  Q     V   |          |          |          |
 9+ 5       0.0765      0.14  Q      V  |          |          |          |
 9+10       0.0774      0.14  Q      V  |          |          |          |
 9+15       0.0784      0.14  Q      V  |          |          |          |
 9+20       0.0793      0.14  Q      V  |          |          |          |
 9+25       0.0803      0.14  Q      V  |          |          |          |
 9+30       0.0813      0.14  Q      V  |          |          |          |
 9+35       0.0823      0.14  Q      V  |          |          |          |
 9+40       0.0832      0.14  Q      V  |          |          |          |
 9+45       0.0842      0.14  Q      V  |          |          |          |
 9+50       0.0852      0.15  Q      V  |          |          |          |
 9+55       0.0862      0.15  Q      V  |          |          |          |
10+ 0       0.0872      0.15  Q       V |          |          |          |
10+ 5       0.0883      0.15  Q       V |          |          |          |
10+10       0.0893      0.15  Q       V |          |          |          |
10+15       0.0903      0.15  Q       V |          |          |          |
10+20       0.0914      0.15  Q       V |          |          |          |
10+25       0.0924      0.15  Q       V |          |          |          |
10+30       0.0935      0.15  Q       V |          |          |          |
10+35       0.0946      0.16  Q       V |          |          |          |
10+40       0.0957      0.16  Q       V |          |          |          |
10+45       0.0968      0.16  Q       V |          |          |          |
10+50       0.0979      0.16  Q        V|          |          |          |
10+55       0.0990      0.16  Q        V|          |          |          |
11+ 0       0.1001      0.16  Q        V|          |          |          |
11+ 5       0.1012      0.16  Q        V|          |          |          |
11+10       0.1024      0.17  Q        V|          |          |          |
11+15       0.1035      0.17  Q        V|          |          |          |
11+20       0.1047      0.17  Q        V|          |          |          |
11+25       0.1059      0.17  Q        V|          |          |          |
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11+30       0.1071      0.17  Q        V|          |          |          |
11+35       0.1083      0.17  Q        V|          |          |          |
11+40       0.1095      0.18  Q         V          |          |          |
11+45       0.1107      0.18  Q         V          |          |          |
11+50       0.1119      0.18  Q         V          |          |          |
11+55       0.1132      0.18  Q         V          |          |          |
12+ 0       0.1145      0.18  Q         V          |          |          |
12+ 5       0.1158      0.19  Q         V          |          |          |
12+10       0.1171      0.20  Q         V          |          |          |
12+15       0.1185      0.21  Q         V          |          |          |
12+20       0.1200      0.22  Q         |V         |          |          |
12+25       0.1216      0.22  Q         |V         |          |          |
12+30       0.1231      0.23  Q         |V         |          |          |
12+35       0.1247      0.23  Q         |V         |          |          |
12+40       0.1264      0.24  Q         |V         |          |          |
12+45       0.1280      0.24  Q         |V         |          |          |
12+50       0.1297      0.24  Q         |V         |          |          |
12+55       0.1314      0.25  Q         | V        |          |          |
13+ 0       0.1331      0.25  |Q        | V        |          |          |
13+ 5       0.1349      0.25  |Q        | V        |          |          |
13+10       0.1366      0.26  |Q        | V        |          |          |
13+15       0.1384      0.26  |Q        | V        |          |          |
13+20       0.1403      0.27  |Q        | V        |          |          |
13+25       0.1421      0.27  |Q        |  V       |          |          |
13+30       0.1440      0.27  |Q        |  V       |          |          |
13+35       0.1459      0.28  |Q        |  V       |          |          |
13+40       0.1479      0.28  |Q        |  V       |          |          |
13+45       0.1498      0.29  |Q        |  V       |          |          |
13+50       0.1519      0.29  |Q        |  V       |          |          |
13+55       0.1539      0.30  |Q        |   V      |          |          |
14+ 0       0.1560      0.30  |Q        |   V      |          |          |
14+ 5       0.1581      0.31  |Q        |   V      |          |          |
14+10       0.1603      0.32  |Q        |   V      |          |          |
14+15       0.1627      0.34  |Q        |   V      |          |          |
14+20       0.1651      0.35  |Q        |    V     |          |          |
14+25       0.1676      0.36  |Q        |    V     |          |          |
14+30       0.1702      0.37  |Q        |    V     |          |          |
14+35       0.1729      0.38  |Q        |    V     |          |          |
14+40       0.1756      0.39  |Q        |     V    |          |          |
14+45       0.1784      0.40  |Q        |     V    |          |          |
14+50       0.1812      0.42  |Q        |     V    |          |          |
14+55       0.1842      0.43  |Q        |     V    |          |          |
15+ 0       0.1872      0.44  |Q        |      V   |          |          |
15+ 5       0.1903      0.45  |Q        |      V   |          |          |
15+10       0.1936      0.47  |Q        |      V   |          |          |
15+15       0.1969      0.49  |Q        |       V  |          |          |
15+20       0.2004      0.50  | Q       |       V  |          |          |
15+25       0.2040      0.52  | Q       |       V  |          |          |
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15+30       0.2075      0.52  | Q       |         V|         |         |
15+35       0.2110      0.50  | Q       |         V|         |         |
15+40       0.2145      0.51  | Q       |         V|         |         |
15+45       0.2182      0.54  | Q       |          V         |         |
15+50       0.2222      0.58  | Q       |          V         |         |
15+55       0.2268      0.67  | Q       |          V         |         |
16+ 0       0.2325      0.83  |  Q      |         |V        |         |
16+ 5       0.2416      1.32  |    Q    |         | V       |         |
16+10       0.2569      2.23  |       Q |         |  V      |         |
16+15       0.2755      2.69  |         Q         |    V    |         |
16+20       0.2896      2.05  |       Q |         |     V   |         |
16+25       0.2990      1.36  |    Q    |         |      V  |         |
16+30       0.3063      1.06  |   Q     |         |       V |         |
16+35       0.3127      0.93  |  Q      |         |       V |         |
16+40       0.3184      0.83  |  Q      |         |        V|         |
16+45       0.3235      0.75  | Q       |         |        V|         |
16+50       0.3282      0.68  | Q       |         |         V         |
16+55       0.3325      0.62  | Q       |         |         V         |
17+ 0       0.3365      0.57  | Q       |         |         V         |
17+ 5       0.3402      0.54  | Q       |         |         |V        |
17+10       0.3436      0.50  |Q        |         |         |V        |
17+15       0.3468      0.46  |Q        |         |         |V        |
17+20       0.3497      0.42  |Q        |         |         | V       |
17+25       0.3524      0.39  |Q        |         |         | V       |
17+30       0.3549      0.37  |Q        |         |         | V       |
17+35       0.3574      0.35  |Q        |         |         | V       |
17+40       0.3597      0.33  |Q        |         |         |  V      |
17+45       0.3618      0.31  |Q        |         |         |  V      |
17+50       0.3638      0.28  |Q        |         |         |  V      |
17+55       0.3656      0.27  |Q        |         |         |  V      |
18+ 0       0.3675      0.27  |Q        |         |         |  V      |
18+ 5       0.3693      0.26  |Q        |         |         |   V     |
18+10       0.3709      0.24  Q         |         |         |   V     |
18+15       0.3725      0.23  Q         |         |         |   V     |
18+20       0.3740      0.21  Q         |         |         |   V     |
18+25       0.3754      0.21  Q         |         |         |   V     |
18+30       0.3768      0.20  Q         |         |         |   V     |
18+35       0.3781      0.19  Q         |         |         |   V     |
18+40       0.3794      0.19  Q         |         |         |   V     |
18+45       0.3806      0.18  Q         |         |         |    V    |
18+50       0.3818      0.18  Q         |         |         |    V    |
18+55       0.3830      0.17  Q         |         |         |    V    |
19+ 0       0.3842      0.17  Q         |         |         |    V    |
19+ 5       0.3853      0.17  Q         |         |         |    V    |
19+10       0.3865      0.16  Q         |         |         |    V    |
19+15       0.3876      0.16  Q         |         |         |    V    |
19+20       0.3886      0.16  Q         |         |         |    V    |
19+25       0.3897      0.15  Q         |         |         |    V    |
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19+30       0.3907      0.15  Q          |          |          |    V    |
19+35       0.3917      0.15  Q          |          |          |     V   |
19+40       0.3927      0.15  Q          |          |          |     V   |
19+45       0.3937      0.14  Q          |          |          |     V   |
19+50       0.3947      0.14  Q          |          |          |     V   |
19+55       0.3957      0.14  Q          |          |          |     V   |
20+ 0       0.3966      0.14  Q          |          |          |     V   |
20+ 5       0.3975      0.14  Q          |          |          |     V   |
20+10       0.3985      0.13  Q          |          |          |     V   |
20+15       0.3994      0.13  Q          |          |          |     V   |
20+20       0.4003      0.13  Q          |          |          |     V   |
20+25       0.4012      0.13  Q          |          |          |     V   |
20+30       0.4020      0.13  Q          |          |          |      V  |
20+35       0.4029      0.13  Q          |          |          |      V  |
20+40       0.4038      0.12  Q          |          |          |      V  |
20+45       0.4046      0.12  Q          |          |          |      V  |
20+50       0.4054      0.12  Q          |          |          |      V  |
20+55       0.4063      0.12  Q          |          |          |      V  |
21+ 0       0.4071      0.12  Q          |          |          |      V  |
21+ 5       0.4079      0.12  Q          |          |          |      V  |
21+10       0.4087      0.12  Q          |          |          |      V  |
21+15       0.4095      0.11  Q          |          |          |      V  |
21+20       0.4103      0.11  Q          |          |          |      V  |
21+25       0.4110      0.11  Q          |          |          |      V  |
21+30       0.4118      0.11  Q          |          |          |      V  |
21+35       0.4126      0.11  Q          |          |          |      V  |
21+40       0.4133      0.11  Q          |          |          |       V |
21+45       0.4141      0.11  Q          |          |          |       V |
21+50       0.4148      0.11  Q          |          |          |       V |
21+55       0.4155      0.11  Q          |          |          |       V |
22+ 0       0.4163      0.11  Q          |          |          |       V |
22+ 5       0.4170      0.10  Q          |          |          |       V |
22+10       0.4177      0.10  Q          |          |          |       V |
22+15       0.4184      0.10  Q          |          |          |       V |
22+20       0.4191      0.10  Q          |          |          |       V |
22+25       0.4198      0.10  Q          |          |          |       V |
22+30       0.4205      0.10  Q          |          |          |       V |
22+35       0.4212      0.10  Q          |          |          |       V |
22+40       0.4219      0.10  Q          |          |          |       V |
22+45       0.4225      0.10  Q          |          |          |       V |
22+50       0.4232      0.10  Q          |          |          |       V |
22+55       0.4239      0.10  Q          |          |          |        V|
23+ 0       0.4245      0.10  Q          |          |          |        V|
23+ 5       0.4252      0.10  Q          |          |          |        V|
23+10       0.4258      0.09  Q          |          |          |        V|
23+15       0.4265      0.09  Q          |          |          |        V|
23+20       0.4271      0.09  Q          |          |          |        V|
23+25       0.4278      0.09  Q          |          |          |        V|
```

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   23+30       0.4284      0.09  Q          |          |          |         V|
   23+35       0.4290      0.09  Q          |          |          |         V|
   23+40       0.4296      0.09  Q          |          |          |         V|
   23+45       0.4303      0.09  Q          |          |          |         V|
   23+50       0.4309      0.09  Q          |          |          |         V|
   23+55       0.4315      0.09  Q          |          |          |         V|
   24+ 0       0.4321      0.09  Q          |          |          |         V|
   24+ 5       0.4327      0.08  Q          |          |          |         V|
   24+10       0.4331      0.07  Q          |          |          |         V|
   24+15       0.4335      0.05  Q          |          |          |         V|
   24+20       0.4337      0.03  Q          |          |          |         V|
   24+25       0.4338      0.02  Q          |          |          |         V|
   24+30       0.4339      0.02  Q          |          |          |         V|
   24+35       0.4340      0.01  Q          |          |          |         V|
   24+40       0.4341      0.01  Q          |          |          |         V|
   24+45       0.4342      0.01  Q          |          |          |         V|
   24+50       0.4342      0.01  Q          |          |          |         V|
   24+55       0.4343      0.01  Q          |          |          |         V|
   25+ 0       0.4343      0.00  Q          |          |          |         V|
   25+ 5       0.4343      0.00  Q          |          |          |         V|
   25+10       0.4344      0.00  Q          |          |          |         V|
   25+15       0.4344      0.00  Q          |          |          |         V|
   25+20       0.4344      0.00  Q          |          |          |         V|
   25+25       0.4344      0.00  Q          |          |          |         V|
   25+30       0.4344      0.00  Q          |          |          |         V|
   25+35       0.4344      0.00  Q          |          |          |         V|
   25+40       0.4344      0.00  Q          |          |          |          V
-----------------------------------------------------------------------
```

DA12ExSyn100yr24013

U n i t H y d r o g r a p h A n a l y s i s

Copyright (c) CIVILCADD/CIVILDESIGN, 1989 - 2018, Version 9.0

Study date 10/01/25

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San Bernardino County Synthetic Unit Hydrology Method
Manual date - August 1986

Program License Serial Number 6474

Commercial Development
Pre-developed DA1.2, 100-YR
SEC Riverside Drive and Ontario (Champion) Avenue,
Ontario CA 91761

Storm Event Year = 100

Antecedent Moisture Condition = 3

English (in-lb) Input Units Used

English Rainfall Data (Inches) Input Values Used

English Units used in output format

Area averaged rainfall intensity isohyetal data:

Sub-Area (Ac.)	Duration (hours)	Isohyetal (In)
Rainfall data for year 100		
1.91	1	1.36
Rainfall data for year 100		
1.91	6	3.36
Rainfall data for year 100		

```
                        DA12ExSyn100yr24013
             1.91           24           6.02
-------------------------------------------------------------------
+++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++

******** Area-averaged max loss rate, Fm ********


SCS curve  SCS curve     Area     Area     Fp(Fig C6)    Ap      Fm
No.(AMCII) NO.(AMC 3)    (Ac.)    Fraction     (In/Hr)  (dec.)   (In/Hr)
 86.0      97.2          1.91      1.000     0.055    0.943    0.052

Area-averaged adjusted loss rate Fm (In/Hr) =  0.052

********* Area-Averaged low loss rate fraction, Yb **********

Area       Area          SCS CN    SCS CN      S     Pervious
 (Ac.)      Fract         (AMC2)    (AMC3)           Yield Fr
     1.80   0.943         86.0      97.2       0.29     0.945
     0.11   0.057         98.0      98.0       0.20     0.960

Area-averaged catchment yield fraction, Y =  0.946
Area-averaged low loss fraction, Yb =  0.054
User entry of time of concentration  =   0.268 (hours)
+++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Watershed area =       1.91(Ac.)
Catchment Lag time =   0.215 hours
Unit interval =   5.000 minutes
Unit interval percentage of lag time = 38.8247
Hydrograph baseflow =     0.00(CFS)
Average maximum watershed loss rate(Fm) =  0.052(In/Hr)
Average low loss rate fraction (Yb) = 0.054 (decimal)
VALLEY UNDEVELOPED S-Graph Selected
Computed peak 5-minute rainfall =  0.503(In)
Computed peak 30-minute rainfall =  1.031(In)
Specified peak 1-hour rainfall =  1.360(In)
Computed peak 3-hour rainfall =  2.368(In)
Specified peak 6-hour rainfall =  3.360(In)
Specified peak 24-hour rainfall =  6.020(In)


Rainfall depth area reduction factors:
Using a total area of       1.91(Ac.) (Ref: fig. E-4)

5-minute factor = 1.000     Adjusted rainfall =  0.503(In)
30-minute factor = 1.000    Adjusted rainfall =  1.031(In)
1-hour factor = 1.000       Adjusted rainfall =  1.360(In)
3-hour factor = 1.000       Adjusted rainfall =  2.368(In)
6-hour factor = 1.000       Adjusted rainfall =  3.360(In)
```

DA12ExSyn100yr24013

24-hour factor = 1.000 Adjusted rainfall = 6.020(In)

U n i t H y d r o g r a p h

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Interval Number	'S' Graph Mean values	Unit Hydrograph ((CFS))
	(K = 23.06 (CFS))	
1	4.166	0.961
2	21.135	3.913
3	47.205	6.013
4	65.226	4.156
5	74.103	2.047
6	79.596	1.267
7	83.663	0.938
8	86.846	0.734
9	89.301	0.566
10	91.329	0.468
11	92.924	0.368
12	94.181	0.290
13	95.357	0.271
14	96.331	0.225
15	97.131	0.185
16	97.809	0.156
17	98.363	0.128
18	98.794	0.099
19	99.183	0.090
20	99.571	0.090
21	100.000	0.045

Peak Unit Number	Adjusted mass rainfall (In)	Unit rainfall (In)
1	0.5033	0.5033
2	0.6641	0.1608
3	0.7810	0.1169
4	0.8763	0.0953
5	0.9581	0.0818
6	1.0306	0.0725
7	1.0961	0.0655
8	1.1563	0.0601
9	1.2121	0.0558
10	1.2642	0.0522
11	1.3134	0.0491
12	1.3599	0.0465
13	1.4160	0.0561
14	1.4699	0.0540

15	1.5220	0.0521
16	1.5724	0.0504
17	1.6213	0.0489
18	1.6688	0.0475
19	1.7150	0.0462
20	1.7600	0.0450
21	1.8038	0.0439
22	1.8467	0.0429
23	1.8886	0.0419
24	1.9296	0.0410
25	1.9698	0.0402
26	2.0092	0.0394
27	2.0479	0.0386
28	2.0858	0.0379
29	2.1231	0.0373
30	2.1597	0.0367
31	2.1958	0.0361
32	2.2313	0.0355
33	2.2662	0.0349
34	2.3006	0.0344
35	2.3345	0.0339
36	2.3680	0.0334
37	2.4010	0.0330
38	2.4335	0.0325
39	2.4656	0.0321
40	2.4973	0.0317
41	2.5287	0.0313
42	2.5596	0.0309
43	2.5902	0.0306
44	2.6204	0.0302
45	2.6503	0.0299
46	2.6799	0.0296
47	2.7091	0.0293
48	2.7381	0.0289
49	2.7667	0.0286
50	2.7951	0.0284
51	2.8232	0.0281
52	2.8510	0.0278
53	2.8785	0.0275
54	2.9058	0.0273
55	2.9329	0.0270
56	2.9597	0.0268
57	2.9862	0.0266
58	3.0125	0.0263
59	3.0387	0.0261
60	3.0645	0.0259
61	3.0902	0.0257
62	3.1157	0.0255

63	3.1410	0.0253
64	3.1660	0.0251
65	3.1909	0.0249
66	3.2156	0.0247
67	3.2401	0.0245
68	3.2644	0.0243
69	3.2886	0.0241
70	3.3125	0.0240
71	3.3363	0.0238
72	3.3600	0.0236
73	3.3795	0.0196
74	3.3989	0.0194
75	3.4182	0.0192
76	3.4373	0.0191
77	3.4562	0.0190
78	3.4750	0.0188
79	3.4937	0.0187
80	3.5122	0.0185
81	3.5306	0.0184
82	3.5489	0.0183
83	3.5671	0.0181
84	3.5851	0.0180
85	3.6030	0.0179
86	3.6207	0.0178
87	3.6384	0.0177
88	3.6559	0.0175
89	3.6733	0.0174
90	3.6906	0.0173
91	3.7078	0.0172
92	3.7249	0.0171
93	3.7419	0.0170
94	3.7588	0.0169
95	3.7755	0.0168
96	3.7922	0.0167
97	3.8088	0.0166
98	3.8252	0.0165
99	3.8416	0.0164
100	3.8579	0.0163
101	3.8741	0.0162
102	3.8902	0.0161
103	3.9062	0.0160
104	3.9221	0.0159
105	3.9379	0.0158
106	3.9536	0.0157
107	3.9693	0.0156
108	3.9848	0.0156
109	4.0003	0.0155
110	4.0157	0.0154

111	4.0310	0.0153
112	4.0463	0.0152
113	4.0614	0.0152
114	4.0765	0.0151
115	4.0915	0.0150
116	4.1064	0.0149
117	4.1213	0.0149
118	4.1361	0.0148
119	4.1508	0.0147
120	4.1654	0.0146
121	4.1800	0.0146
122	4.1945	0.0145
123	4.2089	0.0144
124	4.2233	0.0144
125	4.2376	0.0143
126	4.2518	0.0142
127	4.2659	0.0142
128	4.2800	0.0141
129	4.2941	0.0140
130	4.3081	0.0140
131	4.3220	0.0139
132	4.3358	0.0138
133	4.3496	0.0138
134	4.3633	0.0137
135	4.3770	0.0137
136	4.3906	0.0136
137	4.4042	0.0136
138	4.4176	0.0135
139	4.4311	0.0134
140	4.4445	0.0134
141	4.4578	0.0133
142	4.4711	0.0133
143	4.4843	0.0132
144	4.4974	0.0132
145	4.5106	0.0131
146	4.5236	0.0131
147	4.5366	0.0130
148	4.5496	0.0130
149	4.5625	0.0129
150	4.5753	0.0129
151	4.5882	0.0128
152	4.6009	0.0128
153	4.6136	0.0127
154	4.6263	0.0127
155	4.6389	0.0126
156	4.6515	0.0126
157	4.6640	0.0125
158	4.6764	0.0125

159	4.6889	0.0124
160	4.7013	0.0124
161	4.7136	0.0123
162	4.7259	0.0123
163	4.7381	0.0122
164	4.7503	0.0122
165	4.7625	0.0122
166	4.7746	0.0121
167	4.7867	0.0121
168	4.7987	0.0120
169	4.8107	0.0120
170	4.8227	0.0120
171	4.8346	0.0119
172	4.8465	0.0119
173	4.8583	0.0118
174	4.8701	0.0118
175	4.8819	0.0118
176	4.8936	0.0117
177	4.9053	0.0117
178	4.9169	0.0116
179	4.9285	0.0116
180	4.9401	0.0116
181	4.9516	0.0115
182	4.9631	0.0115
183	4.9745	0.0115
184	4.9859	0.0114
185	4.9973	0.0114
186	5.0087	0.0113
187	5.0200	0.0113
188	5.0312	0.0113
189	5.0425	0.0112
190	5.0537	0.0112
191	5.0649	0.0112
192	5.0760	0.0111
193	5.0871	0.0111
194	5.0982	0.0111
195	5.1092	0.0110
196	5.1202	0.0110
197	5.1312	0.0110
198	5.1421	0.0109
199	5.1530	0.0109
200	5.1639	0.0109
201	5.1748	0.0108
202	5.1856	0.0108
203	5.1964	0.0108
204	5.2071	0.0108
205	5.2178	0.0107
206	5.2285	0.0107

207	5.2392	0.0107
208	5.2498	0.0106
209	5.2604	0.0106
210	5.2710	0.0106
211	5.2815	0.0105
212	5.2921	0.0105
213	5.3025	0.0105
214	5.3130	0.0105
215	5.3234	0.0104
216	5.3338	0.0104
217	5.3442	0.0104
218	5.3546	0.0103
219	5.3649	0.0103
220	5.3752	0.0103
221	5.3854	0.0103
222	5.3957	0.0102
223	5.4059	0.0102
224	5.4161	0.0102
225	5.4262	0.0102
226	5.4363	0.0101
227	5.4465	0.0101
228	5.4565	0.0101
229	5.4666	0.0101
230	5.4766	0.0100
231	5.4866	0.0100
232	5.4966	0.0100
233	5.5066	0.0100
234	5.5165	0.0099
235	5.5264	0.0099
236	5.5363	0.0099
237	5.5461	0.0099
238	5.5560	0.0098
239	5.5658	0.0098
240	5.5755	0.0098
241	5.5853	0.0098
242	5.5950	0.0097
243	5.6048	0.0097
244	5.6145	0.0097
245	5.6241	0.0097
246	5.6338	0.0096
247	5.6434	0.0096
248	5.6530	0.0096
249	5.6626	0.0096
250	5.6721	0.0096
251	5.6817	0.0095
252	5.6912	0.0095
253	5.7007	0.0095
254	5.7101	0.0095

255	5.7196	0.0094
256	5.7290	0.0094
257	5.7384	0.0094
258	5.7478	0.0094
259	5.7571	0.0094
260	5.7665	0.0093
261	5.7758	0.0093
262	5.7851	0.0093
263	5.7944	0.0093
264	5.8036	0.0093
265	5.8129	0.0092
266	5.8221	0.0092
267	5.8313	0.0092
268	5.8405	0.0092
269	5.8496	0.0092
270	5.8588	0.0091
271	5.8679	0.0091
272	5.8770	0.0091
273	5.8860	0.0091
274	5.8951	0.0091
275	5.9041	0.0090
276	5.9132	0.0090
277	5.9222	0.0090
278	5.9312	0.0090
279	5.9401	0.0090
280	5.9491	0.0089
281	5.9580	0.0089
282	5.9669	0.0089
283	5.9758	0.0089
284	5.9847	0.0089
285	5.9935	0.0089
286	6.0024	0.0088
287	6.0112	0.0088
288	6.0200	0.0088

Unit Period (number)	Unit Rainfall (In)	Unit Soil-Loss (In)	Effective Rainfall (In)
1	0.0088	0.0005	0.0083
2	0.0088	0.0005	0.0083
3	0.0089	0.0005	0.0084
4	0.0089	0.0005	0.0084
5	0.0089	0.0005	0.0084
6	0.0089	0.0005	0.0084
7	0.0090	0.0005	0.0085
8	0.0090	0.0005	0.0085
9	0.0090	0.0005	0.0085

10	0.0090	0.0005	0.0085
11	0.0091	0.0005	0.0086
12	0.0091	0.0005	0.0086
13	0.0091	0.0005	0.0086
14	0.0092	0.0005	0.0087
15	0.0092	0.0005	0.0087
16	0.0092	0.0005	0.0087
17	0.0093	0.0005	0.0088
18	0.0093	0.0005	0.0088
19	0.0093	0.0005	0.0088
20	0.0093	0.0005	0.0088
21	0.0094	0.0005	0.0089
22	0.0094	0.0005	0.0089
23	0.0094	0.0005	0.0089
24	0.0095	0.0005	0.0090
25	0.0095	0.0005	0.0090
26	0.0095	0.0005	0.0090
27	0.0096	0.0005	0.0091
28	0.0096	0.0005	0.0091
29	0.0096	0.0005	0.0091
30	0.0097	0.0005	0.0091
31	0.0097	0.0005	0.0092
32	0.0097	0.0005	0.0092
33	0.0098	0.0005	0.0093
34	0.0098	0.0005	0.0093
35	0.0099	0.0005	0.0093
36	0.0099	0.0005	0.0093
37	0.0099	0.0005	0.0094
38	0.0100	0.0005	0.0094
39	0.0100	0.0005	0.0095
40	0.0100	0.0005	0.0095
41	0.0101	0.0005	0.0095
42	0.0101	0.0005	0.0096
43	0.0102	0.0006	0.0096
44	0.0102	0.0006	0.0096
45	0.0102	0.0006	0.0097
46	0.0103	0.0006	0.0097
47	0.0103	0.0006	0.0098
48	0.0103	0.0006	0.0098
49	0.0104	0.0006	0.0098
50	0.0104	0.0006	0.0099
51	0.0105	0.0006	0.0099
52	0.0105	0.0006	0.0099
53	0.0106	0.0006	0.0100
54	0.0106	0.0006	0.0100
55	0.0107	0.0006	0.0101
56	0.0107	0.0006	0.0101
57	0.0108	0.0006	0.0102

58	0.0108	0.0006	0.0102
59	0.0108	0.0006	0.0103
60	0.0109	0.0006	0.0103
61	0.0109	0.0006	0.0103
62	0.0110	0.0006	0.0104
63	0.0110	0.0006	0.0104
64	0.0111	0.0006	0.0105
65	0.0111	0.0006	0.0105
66	0.0112	0.0006	0.0106
67	0.0112	0.0006	0.0106
68	0.0113	0.0006	0.0107
69	0.0113	0.0006	0.0107
70	0.0114	0.0006	0.0108
71	0.0115	0.0006	0.0108
72	0.0115	0.0006	0.0109
73	0.0116	0.0006	0.0109
74	0.0116	0.0006	0.0110
75	0.0117	0.0006	0.0110
76	0.0117	0.0006	0.0111
77	0.0118	0.0006	0.0112
78	0.0118	0.0006	0.0112
79	0.0119	0.0006	0.0113
80	0.0120	0.0006	0.0113
81	0.0120	0.0007	0.0114
82	0.0121	0.0007	0.0114
83	0.0122	0.0007	0.0115
84	0.0122	0.0007	0.0115
85	0.0123	0.0007	0.0116
86	0.0123	0.0007	0.0117
87	0.0124	0.0007	0.0118
88	0.0125	0.0007	0.0118
89	0.0126	0.0007	0.0119
90	0.0126	0.0007	0.0119
91	0.0127	0.0007	0.0120
92	0.0128	0.0007	0.0121
93	0.0129	0.0007	0.0122
94	0.0129	0.0007	0.0122
95	0.0130	0.0007	0.0123
96	0.0131	0.0007	0.0123
97	0.0132	0.0007	0.0124
98	0.0132	0.0007	0.0125
99	0.0133	0.0007	0.0126
100	0.0134	0.0007	0.0127
101	0.0135	0.0007	0.0128
102	0.0136	0.0007	0.0128
103	0.0137	0.0007	0.0129
104	0.0137	0.0007	0.0130
105	0.0138	0.0008	0.0131

106	0.0139	0.0008	0.0132
107	0.0140	0.0008	0.0133
108	0.0141	0.0008	0.0133
109	0.0142	0.0008	0.0135
110	0.0143	0.0008	0.0135
111	0.0144	0.0008	0.0136
112	0.0145	0.0008	0.0137
113	0.0146	0.0008	0.0138
114	0.0147	0.0008	0.0139
115	0.0149	0.0008	0.0140
116	0.0149	0.0008	0.0141
117	0.0151	0.0008	0.0143
118	0.0152	0.0008	0.0143
119	0.0153	0.0008	0.0145
120	0.0154	0.0008	0.0146
121	0.0156	0.0008	0.0147
122	0.0156	0.0009	0.0148
123	0.0158	0.0009	0.0150
124	0.0159	0.0009	0.0150
125	0.0161	0.0009	0.0152
126	0.0162	0.0009	0.0153
127	0.0164	0.0009	0.0155
128	0.0165	0.0009	0.0156
129	0.0167	0.0009	0.0158
130	0.0168	0.0009	0.0159
131	0.0170	0.0009	0.0161
132	0.0171	0.0009	0.0162
133	0.0173	0.0009	0.0164
134	0.0174	0.0009	0.0165
135	0.0177	0.0010	0.0167
136	0.0178	0.0010	0.0168
137	0.0180	0.0010	0.0170
138	0.0181	0.0010	0.0172
139	0.0184	0.0010	0.0174
140	0.0185	0.0010	0.0175
141	0.0188	0.0010	0.0178
142	0.0190	0.0010	0.0179
143	0.0192	0.0010	0.0182
144	0.0194	0.0011	0.0183
145	0.0236	0.0013	0.0224
146	0.0238	0.0013	0.0225
147	0.0241	0.0013	0.0228
148	0.0243	0.0013	0.0230
149	0.0247	0.0013	0.0233
150	0.0249	0.0014	0.0235
151	0.0253	0.0014	0.0239
152	0.0255	0.0014	0.0241
153	0.0259	0.0014	0.0245

154	0.0261	0.0014	0.0247
155	0.0266	0.0014	0.0251
156	0.0268	0.0015	0.0253
157	0.0273	0.0015	0.0258
158	0.0275	0.0015	0.0260
159	0.0281	0.0015	0.0266
160	0.0284	0.0015	0.0268
161	0.0289	0.0016	0.0274
162	0.0293	0.0016	0.0277
163	0.0299	0.0016	0.0283
164	0.0302	0.0016	0.0286
165	0.0309	0.0017	0.0293
166	0.0313	0.0017	0.0296
167	0.0321	0.0017	0.0304
168	0.0325	0.0018	0.0308
169	0.0334	0.0018	0.0316
170	0.0339	0.0018	0.0321
171	0.0349	0.0019	0.0330
172	0.0355	0.0019	0.0336
173	0.0367	0.0020	0.0347
174	0.0373	0.0020	0.0353
175	0.0386	0.0021	0.0366
176	0.0394	0.0021	0.0373
177	0.0410	0.0022	0.0388
178	0.0419	0.0023	0.0396
179	0.0439	0.0024	0.0415
180	0.0450	0.0024	0.0425
181	0.0475	0.0026	0.0449
182	0.0489	0.0027	0.0462
183	0.0521	0.0028	0.0493
184	0.0540	0.0029	0.0510
185	0.0465	0.0025	0.0440
186	0.0491	0.0027	0.0465
187	0.0558	0.0030	0.0527
188	0.0601	0.0033	0.0569
189	0.0725	0.0039	0.0685
190	0.0818	0.0044	0.0775
191	0.1169	0.0044	0.1126
192	0.1608	0.0044	0.1565
193	0.5033	0.0044	0.4989
194	0.0953	0.0044	0.0909
195	0.0655	0.0036	0.0620
196	0.0522	0.0028	0.0493
197	0.0561	0.0030	0.0530
198	0.0504	0.0027	0.0477
199	0.0462	0.0025	0.0437
200	0.0429	0.0023	0.0405
201	0.0402	0.0022	0.0380

202	0.0379	0.0021	0.0359
203	0.0361	0.0020	0.0341
204	0.0344	0.0019	0.0325
205	0.0330	0.0018	0.0312
206	0.0317	0.0017	0.0300
207	0.0306	0.0017	0.0289
208	0.0296	0.0016	0.0280
209	0.0286	0.0016	0.0271
210	0.0278	0.0015	0.0263
211	0.0270	0.0015	0.0256
212	0.0263	0.0014	0.0249
213	0.0257	0.0014	0.0243
214	0.0251	0.0014	0.0237
215	0.0245	0.0013	0.0232
216	0.0240	0.0013	0.0227
217	0.0196	0.0011	0.0185
218	0.0191	0.0010	0.0181
219	0.0187	0.0010	0.0177
220	0.0183	0.0010	0.0173
221	0.0179	0.0010	0.0169
222	0.0175	0.0010	0.0166
223	0.0172	0.0009	0.0163
224	0.0169	0.0009	0.0160
225	0.0166	0.0009	0.0157
226	0.0163	0.0009	0.0154
227	0.0160	0.0009	0.0151
228	0.0157	0.0009	0.0149
229	0.0155	0.0008	0.0146
230	0.0152	0.0008	0.0144
231	0.0150	0.0008	0.0142
232	0.0148	0.0008	0.0140
233	0.0146	0.0008	0.0138
234	0.0144	0.0008	0.0136
235	0.0142	0.0008	0.0134
236	0.0140	0.0008	0.0132
237	0.0138	0.0007	0.0130
238	0.0136	0.0007	0.0129
239	0.0134	0.0007	0.0127
240	0.0133	0.0007	0.0126
241	0.0131	0.0007	0.0124
242	0.0130	0.0007	0.0123
243	0.0128	0.0007	0.0121
244	0.0127	0.0007	0.0120
245	0.0125	0.0007	0.0118
246	0.0124	0.0007	0.0117
247	0.0122	0.0007	0.0116
248	0.0121	0.0007	0.0115
249	0.0120	0.0007	0.0113

250	0.0119	0.0006	0.0112
251	0.0118	0.0006	0.0111
252	0.0116	0.0006	0.0110
253	0.0115	0.0006	0.0109
254	0.0114	0.0006	0.0108
255	0.0113	0.0006	0.0107
256	0.0112	0.0006	0.0106
257	0.0111	0.0006	0.0105
258	0.0110	0.0006	0.0104
259	0.0109	0.0006	0.0103
260	0.0108	0.0006	0.0102
261	0.0107	0.0006	0.0101
262	0.0106	0.0006	0.0101
263	0.0105	0.0006	0.0100
264	0.0105	0.0006	0.0099
265	0.0104	0.0006	0.0098
266	0.0103	0.0006	0.0097
267	0.0102	0.0006	0.0097
268	0.0101	0.0006	0.0096
269	0.0101	0.0005	0.0095
270	0.0100	0.0005	0.0094
271	0.0099	0.0005	0.0094
272	0.0098	0.0005	0.0093
273	0.0098	0.0005	0.0092
274	0.0097	0.0005	0.0092
275	0.0096	0.0005	0.0091
276	0.0096	0.0005	0.0090
277	0.0095	0.0005	0.0090
278	0.0094	0.0005	0.0089
279	0.0094	0.0005	0.0089
280	0.0093	0.0005	0.0088
281	0.0092	0.0005	0.0087
282	0.0092	0.0005	0.0087
283	0.0091	0.0005	0.0086
284	0.0091	0.0005	0.0086
285	0.0090	0.0005	0.0085
286	0.0089	0.0005	0.0085
287	0.0089	0.0005	0.0084
288	0.0088	0.0005	0.0084

Total soil rain loss = 0.30(In)
Total effective rainfall = 5.72(In)
Peak flow rate in flood hydrograph = 4.64(CFS)

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24 - H O U R S T O R M
R u n o f f H y d r o g r a p h

DA12ExSyn100yr24013

Hydrograph in 5 Minute intervals ((CFS))

Time(h+m)	Volume Ac.Ft	Q(CFS)	0	2.5	5.0	7.5	10.0
0+ 5	0.0001	0.01	Q	|	|	|	|
0+10	0.0003	0.04	Q	|	|	|	|
0+15	0.0010	0.09	Q	|	|	|	|
0+20	0.0018	0.13	Q	|	|	|	|
0+25	0.0028	0.14	Q	|	|	|	|
0+30	0.0039	0.15	Q	|	|	|	|
0+35	0.0050	0.16	Q	|	|	|	|
0+40	0.0061	0.17	Q	|	|	|	|
0+45	0.0073	0.17	Q	|	|	|	|
0+50	0.0086	0.18	Q	|	|	|	|
0+55	0.0098	0.18	Q	|	|	|	|
1+ 0	0.0111	0.19	Q	|	|	|	|
1+ 5	0.0124	0.19	Q	|	|	|	|
1+10	0.0137	0.19	Q	|	|	|	|
1+15	0.0150	0.19	Q	|	|	|	|
1+20	0.0164	0.19	Q	|	|	|	|
1+25	0.0177	0.20	Q	|	|	|	|
1+30	0.0191	0.20	Q	|	|	|	|
1+35	0.0205	0.20	Q	|	|	|	|
1+40	0.0218	0.20	Q	|	|	|	|
1+45	0.0232	0.20	QV	|	|	|	|
1+50	0.0246	0.20	QV	|	|	|	|
1+55	0.0260	0.20	QV	|	|	|	|
2+ 0	0.0274	0.20	QV	|	|	|	|
2+ 5	0.0288	0.20	QV	|	|	|	|
2+10	0.0302	0.20	QV	|	|	|	|
2+15	0.0317	0.21	QV	|	|	|	|
2+20	0.0331	0.21	QV	|	|	|	|
2+25	0.0345	0.21	QV	|	|	|	|
2+30	0.0359	0.21	QV	|	|	|	|
2+35	0.0374	0.21	QV	|	|	|	|
2+40	0.0388	0.21	QV	|	|	|	|
2+45	0.0403	0.21	QV	|	|	|	|
2+50	0.0417	0.21	QV	|	|	|	|
2+55	0.0432	0.21	QV	|	|	|	|
3+ 0	0.0446	0.21	QV	|	|	|	|
3+ 5	0.0461	0.21	Q V	|	|	|	|
3+10	0.0476	0.21	Q V	|	|	|	|
3+15	0.0490	0.21	Q V	|	|	|	|
3+20	0.0505	0.22	Q V	|	|	|	|
3+25	0.0520	0.22	Q V	|	|	|	|
3+30	0.0535	0.22	Q V	|	|	|	|

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3+35       0.0550      0.22  Q V       |          |          |          |
3+40       0.0565      0.22  Q V       |          |          |          |
3+45       0.0580      0.22  Q V       |          |          |          |
3+50       0.0595      0.22  Q V       |          |          |          |
3+55       0.0611      0.22  Q V       |          |          |          |
4+ 0       0.0626      0.22  Q V       |          |          |          |
4+ 5       0.0641      0.22  Q V       |          |          |          |
4+10       0.0657      0.22  Q V       |          |          |          |
4+15       0.0672      0.22  Q V       |          |          |          |
4+20       0.0688      0.23  Q  V      |          |          |          |
4+25       0.0703      0.23  Q  V      |          |          |          |
4+30       0.0719      0.23  Q  V      |          |          |          |
4+35       0.0735      0.23  Q  V      |          |          |          |
4+40       0.0750      0.23  Q  V      |          |          |          |
4+45       0.0766      0.23  Q  V      |          |          |          |
4+50       0.0782      0.23  Q  V      |          |          |          |
4+55       0.0798      0.23  Q  V      |          |          |          |
5+ 0       0.0814      0.23  Q  V      |          |          |          |
5+ 5       0.0830      0.23  Q  V      |          |          |          |
5+10       0.0846      0.24  Q  V      |          |          |          |
5+15       0.0863      0.24  Q  V      |          |          |          |
5+20       0.0879      0.24  Q  V      |          |          |          |
5+25       0.0895      0.24  Q  V      |          |          |          |
5+30       0.0912      0.24  Q   V     |          |          |          |
5+35       0.0928      0.24  Q   V     |          |          |          |
5+40       0.0945      0.24  Q   V     |          |          |          |
5+45       0.0962      0.24  Q   V     |          |          |          |
5+50       0.0979      0.24  Q   V     |          |          |          |
5+55       0.0995      0.24  Q   V     |          |          |          |
6+ 0       0.1012      0.25  Q   V     |          |          |          |
6+ 5       0.1029      0.25  Q   V     |          |          |          |
6+10       0.1046      0.25  Q   V     |          |          |          |
6+15       0.1064      0.25  Q   V     |          |          |          |
6+20       0.1081      0.25  |Q  V     |          |          |          |
6+25       0.1098      0.25  |Q  V     |          |          |          |
6+30       0.1116      0.25  |Q  V     |          |          |          |
6+35       0.1133      0.25  |Q  V     |          |          |          |
6+40       0.1151      0.26  |Q   V    |          |          |          |
6+45       0.1168      0.26  |Q   V    |          |          |          |
6+50       0.1186      0.26  |Q   V    |          |          |          |
6+55       0.1204      0.26  |Q   V    |          |          |          |
7+ 0       0.1222      0.26  |Q   V    |          |          |          |
7+ 5       0.1240      0.26  |Q   V    |          |          |          |
7+10       0.1258      0.26  |Q   V    |          |          |          |
7+15       0.1276      0.26  |Q   V    |          |          |          |
7+20       0.1295      0.27  |Q   V    |          |          |          |
7+25       0.1313      0.27  |Q   V    |          |          |          |
7+30       0.1332      0.27  |Q   V    |          |          |          |
```

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 7+35       0.1350      0.27  |Q   V    |          |          |          |
 7+40       0.1369      0.27  |Q    V   |          |          |          |
 7+45       0.1388      0.27  |Q    V   |          |          |          |
 7+50       0.1407      0.28  |Q    V   |          |          |          |
 7+55       0.1426      0.28  |Q    V   |          |          |          |
 8+ 0       0.1445      0.28  |Q    V   |          |          |          |
 8+ 5       0.1464      0.28  |Q    V   |          |          |          |
 8+10       0.1484      0.28  |Q    V   |          |          |          |
 8+15       0.1503      0.28  |Q    V   |          |          |          |
 8+20       0.1523      0.28  |Q    V   |          |          |          |
 8+25       0.1543      0.29  |Q    V   |          |          |          |
 8+30       0.1562      0.29  |Q    V   |          |          |          |
 8+35       0.1582      0.29  |Q    V   |          |          |          |
 8+40       0.1602      0.29  |Q     V  |          |          |          |
 8+45       0.1623      0.29  |Q     V  |          |          |          |
 8+50       0.1643      0.30  |Q     V  |          |          |          |
 8+55       0.1664      0.30  |Q     V  |          |          |          |
 9+ 0       0.1684      0.30  |Q     V  |          |          |          |
 9+ 5       0.1705      0.30  |Q     V  |          |          |          |
 9+10       0.1726      0.30  |Q     V  |          |          |          |
 9+15       0.1747      0.31  |Q     V  |          |          |          |
 9+20       0.1768      0.31  |Q     V  |          |          |          |
 9+25       0.1789      0.31  |Q     V  |          |          |          |
 9+30       0.1811      0.31  |Q     V  |          |          |          |
 9+35       0.1833      0.31  |Q      V |          |          |          |
 9+40       0.1854      0.32  |Q      V |          |          |          |
 9+45       0.1876      0.32  |Q      V |          |          |          |
 9+50       0.1898      0.32  |Q      V |          |          |          |
 9+55       0.1921      0.32  |Q      V |          |          |          |
10+ 0       0.1943      0.33  |Q      V |          |          |          |
10+ 5       0.1966      0.33  |Q      V |          |          |          |
10+10       0.1989      0.33  |Q      V |          |          |          |
10+15       0.2012      0.33  |Q      V |          |          |          |
10+20       0.2035      0.34  |Q      V |          |          |          |
10+25       0.2058      0.34  |Q       V|          |          |          |
10+30       0.2082      0.34  |Q       V|          |          |          |
10+35       0.2105      0.34  |Q       V|          |          |          |
10+40       0.2129      0.35  |Q       V|          |          |          |
10+45       0.2153      0.35  |Q       V|          |          |          |
10+50       0.2178      0.35  |Q       V|          |          |          |
10+55       0.2202      0.36  |Q       V|          |          |          |
11+ 0       0.2227      0.36  |Q       V|          |          |          |
11+ 5       0.2252      0.36  |Q       V|          |          |          |
11+10       0.2277      0.37  |Q        V          |          |          |
11+15       0.2303      0.37  |Q        V          |          |          |
11+20       0.2328      0.37  |Q        V          |          |          |
11+25       0.2354      0.38  |Q        V          |          |          |
11+30       0.2381      0.38  |Q        V          |          |          |
```

```
11+35       0.2407      0.38  |Q        V          |          |          |
11+40       0.2434      0.39  |Q        V          |          |          |
11+45       0.2461      0.39  |Q        V          |          |          |
11+50       0.2488      0.40  |Q        V          |          |          |
11+55       0.2516      0.40  |Q        |V         |          |          |
12+ 0       0.2544      0.41  |Q        |V         |          |          |
12+ 5       0.2572      0.41  |Q        |V         |          |          |
12+10       0.2602      0.43  |Q        |V         |          |          |
12+15       0.2634      0.46  |Q        |V         |          |          |
12+20       0.2667      0.48  |Q        |V         |          |          |
12+25       0.2701      0.49  |Q        |V         |          |          |
12+30       0.2736      0.50  | Q       | V        |          |          |
12+35       0.2771      0.51  | Q       | V        |          |          |
12+40       0.2807      0.52  | Q       | V        |          |          |
12+45       0.2843      0.53  | Q       | V        |          |          |
12+50       0.2880      0.54  | Q       | V        |          |          |
12+55       0.2918      0.55  | Q       | V        |          |          |
13+ 0       0.2956      0.55  | Q       |  V       |          |          |
13+ 5       0.2995      0.56  | Q       |  V       |          |          |
13+10       0.3034      0.57  | Q       |  V       |          |          |
13+15       0.3074      0.58  | Q       |  V       |          |          |
13+20       0.3114      0.59  | Q       |  V       |          |          |
13+25       0.3155      0.59  | Q       |  V       |          |          |
13+30       0.3196      0.60  | Q       |   V      |          |          |
13+35       0.3239      0.61  | Q       |   V      |          |          |
13+40       0.3281      0.62  | Q       |   V      |          |          |
13+45       0.3325      0.63  | Q       |   V      |          |          |
13+50       0.3369      0.64  | Q       |   V      |          |          |
13+55       0.3414      0.65  | Q       |    V     |          |          |
14+ 0       0.3460      0.66  | Q       |    V     |          |          |
14+ 5       0.3507      0.68  | Q       |    V     |          |          |
14+10       0.3554      0.69  | Q       |    V     |          |          |
14+15       0.3603      0.70  | Q       |    V     |          |          |
14+20       0.3652      0.72  | Q       |     V    |          |          |
14+25       0.3702      0.73  | Q       |     V    |          |          |
14+30       0.3754      0.75  | Q       |     V    |          |          |
14+35       0.3807      0.77  |  Q      |     V    |          |          |
14+40       0.3861      0.79  |  Q      |      V   |          |          |
14+45       0.3916      0.81  |  Q      |      V   |          |          |
14+50       0.3973      0.83  |  Q      |      V   |          |          |
14+55       0.4032      0.85  |  Q      |      V   |          |          |
15+ 0       0.4092      0.88  |  Q      |       V  |          |          |
15+ 5       0.4155      0.91  |  Q      |       V  |          |          |
15+10       0.4219      0.94  |  Q      |       V  |          |          |
15+15       0.4286      0.97  |  Q      |       V  |          |          |
15+20       0.4356      1.01  |   Q     |        V|          |          |
15+25       0.4428      1.05  |   Q     |        V|          |          |
15+30       0.4501      1.06  |   Q     |        V|          |          |
```

```
15+35       0.4574      1.05  |   Q     |         V         |         |
15+40       0.4648      1.08  |   Q     |         V         |         |
15+45       0.4728      1.15  |   Q     |         V         |         |
15+50       0.4814      1.26  |    Q    |         |V        |         |
15+55       0.4913      1.43  |    Q    |         |V        |         |
16+ 0       0.5032      1.73  |     Q   |         | V       |         |
16+ 5       0.5206      2.52  |         Q         | V       |         |
16+10       0.5476      3.92  |         |    Q    |   V     |         |
16+15       0.5795      4.64  |         |       Q |    V    |         |
16+20       0.6046      3.64  |         |   Q     |     V   |         |
16+25       0.6221      2.53  |         Q         |      V  |         |
16+30       0.6360      2.03  |       Q |         |       V |         |
16+35       0.6483      1.78  |      Q  |         |       V |         |
16+40       0.6593      1.60  |     Q   |         |        V|         |
16+45       0.6692      1.44  |    Q    |         |        V|         |
16+50       0.6783      1.32  |    Q    |         |        V|         |
16+55       0.6866      1.20  |   Q     |         |         V         |
17+ 0       0.6943      1.11  |   Q     |         |         V         |
17+ 5       0.7015      1.05  |   Q     |         |         V         |
17+10       0.7082      0.98  |  Q      |         |         |V        |
17+15       0.7145      0.92  |  Q      |         |         |V        |
17+20       0.7205      0.87  |  Q      |         |         |V        |
17+25       0.7261      0.82  |  Q      |         |         | V       |
17+30       0.7315      0.77  |  Q      |         |         | V       |
17+35       0.7366      0.74  | Q       |         |         | V       |
17+40       0.7414      0.71  | Q       |         |         | V       |
17+45       0.7460      0.66  | Q       |         |         | V       |
17+50       0.7503      0.62  | Q       |         |         |  V      |
17+55       0.7544      0.60  | Q       |         |         |  V      |
18+ 0       0.7584      0.58  | Q       |         |         |  V      |
18+ 5       0.7623      0.56  | Q       |         |         |  V      |
18+10       0.7660      0.53  | Q       |         |         |  V      |
18+15       0.7694      0.50  |Q        |         |         |  V      |
18+20       0.7727      0.47  |Q        |         |         |   V     |
18+25       0.7758      0.45  |Q        |         |         |   V     |
18+30       0.7788      0.44  |Q        |         |         |   V     |
18+35       0.7817      0.42  |Q        |         |         |   V     |
18+40       0.7846      0.41  |Q        |         |         |   V     |
18+45       0.7873      0.40  |Q        |         |         |   V     |
18+50       0.7900      0.39  |Q        |         |         |   V     |
18+55       0.7926      0.38  |Q        |         |         |   V     |
19+ 0       0.7952      0.37  |Q        |         |         |    V    |
19+ 5       0.7977      0.37  |Q        |         |         |    V    |
19+10       0.8002      0.36  |Q        |         |         |    V    |
19+15       0.8026      0.35  |Q        |         |         |    V    |
19+20       0.8050      0.35  |Q        |         |         |    V    |
19+25       0.8073      0.34  |Q        |         |         |    V    |
19+30       0.8096      0.33  |Q        |         |         |    V    |
```

```
19+35       0.8119      0.33  |Q         |          |          |    V    |
19+40       0.8141      0.32  |Q         |          |          |    V    |
19+45       0.8163      0.32  |Q         |          |          |     V   |
19+50       0.8184      0.31  |Q         |          |          |     V   |
19+55       0.8206      0.31  |Q         |          |          |     V   |
20+ 0       0.8227      0.30  |Q         |          |          |     V   |
20+ 5       0.8247      0.30  |Q         |          |          |     V   |
20+10       0.8268      0.30  |Q         |          |          |     V   |
20+15       0.8288      0.29  |Q         |          |          |     V   |
20+20       0.8308      0.29  |Q         |          |          |     V   |
20+25       0.8328      0.29  |Q         |          |          |     V   |
20+30       0.8347      0.28  |Q         |          |          |     V   |
20+35       0.8366      0.28  |Q         |          |          |     V   |
20+40       0.8385      0.28  |Q         |          |          |     V   |
20+45       0.8404      0.27  |Q         |          |          |      V  |
20+50       0.8423      0.27  |Q         |          |          |      V  |
20+55       0.8441      0.27  |Q         |          |          |      V  |
21+ 0       0.8459      0.26  |Q         |          |          |      V  |
21+ 5       0.8477      0.26  |Q         |          |          |      V  |
21+10       0.8495      0.26  |Q         |          |          |      V  |
21+15       0.8512      0.26  |Q         |          |          |      V  |
21+20       0.8530      0.25  |Q         |          |          |      V  |
21+25       0.8547      0.25  |Q         |          |          |      V  |
21+30       0.8564      0.25  Q          |          |          |      V  |
21+35       0.8581      0.25  Q          |          |          |      V  |
21+40       0.8598      0.24  Q          |          |          |      V  |
21+45       0.8615      0.24  Q          |          |          |      V  |
21+50       0.8631      0.24  Q          |          |          |       V |
21+55       0.8648      0.24  Q          |          |          |       V |
22+ 0       0.8664      0.24  Q          |          |          |       V |
22+ 5       0.8680      0.23  Q          |          |          |       V |
22+10       0.8696      0.23  Q          |          |          |       V |
22+15       0.8712      0.23  Q          |          |          |       V |
22+20       0.8727      0.23  Q          |          |          |       V |
22+25       0.8743      0.23  Q          |          |          |       V |
22+30       0.8758      0.22  Q          |          |          |       V |
22+35       0.8773      0.22  Q          |          |          |       V |
22+40       0.8789      0.22  Q          |          |          |       V |
22+45       0.8804      0.22  Q          |          |          |       V |
22+50       0.8819      0.22  Q          |          |          |       V |
22+55       0.8834      0.22  Q          |          |          |       V |
23+ 0       0.8848      0.21  Q          |          |          |        V|
23+ 5       0.8863      0.21  Q          |          |          |        V|
23+10       0.8877      0.21  Q          |          |          |        V|
23+15       0.8892      0.21  Q          |          |          |        V|
23+20       0.8906      0.21  Q          |          |          |        V|
23+25       0.8920      0.21  Q          |          |          |        V|
23+30       0.8934      0.21  Q          |          |          |        V|
```

```
   23+35       0.8948      0.20  Q          |          |          |         V|
   23+40       0.8962      0.20  Q          |          |          |         V|
   23+45       0.8976      0.20  Q          |          |          |         V|
   23+50       0.8990      0.20  Q          |          |          |         V|
   23+55       0.9004      0.20  Q          |          |          |         V|
   24+ 0       0.9017      0.20  Q          |          |          |         V|
   24+ 5       0.9030      0.19  Q          |          |          |         V|
   24+10       0.9041      0.15  Q          |          |          |         V|
   24+15       0.9048      0.10  Q          |          |          |         V|
   24+20       0.9053      0.07  Q          |          |          |         V|
   24+25       0.9056      0.05  Q          |          |          |         V|
   24+30       0.9059      0.04  Q          |          |          |         V|
   24+35       0.9061      0.03  Q          |          |          |         V|
   24+40       0.9063      0.03  Q          |          |          |         V|
   24+45       0.9064      0.02  Q          |          |          |         V|
   24+50       0.9065      0.02  Q          |          |          |         V|
   24+55       0.9066      0.01  Q          |          |          |         V|
   25+ 0       0.9067      0.01  Q          |          |          |         V|
   25+ 5       0.9068      0.01  Q          |          |          |         V|
   25+10       0.9068      0.01  Q          |          |          |         V|
   25+15       0.9068      0.01  Q          |          |          |         V|
   25+20       0.9069      0.00  Q          |          |          |         V|
   25+25       0.9069      0.00  Q          |          |          |         V|
   25+30       0.9069      0.00  Q          |          |          |         V|
   25+35       0.9069      0.00  Q          |          |          |         V|
   25+40       0.9069      0.00  Q          |          |          |         V|
-----------------------------------------------------------------------------
```

DA1PrSyn10yr24013

U n i t H y d r o g r a p h A n a l y s i s

Copyright (c) CIVILCADD/CIVILDESIGN, 1989 - 2018, Version 9.0

Study date 10/06/25

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San Bernardino County Synthetic Unit Hydrology Method
Manual date - August 1986

Program License Serial Number 6474

Commercial Development
Post-developed DA1, 10-YR
SEC Riverside Drive and Ontario (Champion) Avenue,
Ontario CA 91761

Storm Event Year = 10

Antecedent Moisture Condition = 2

English (in-lb) Input Units Used

English Rainfall Data (Inches) Input Values Used

English Units used in output format

Area averaged rainfall intensity isohyetal data:

Sub-Area (Ac.)	Duration (hours)	Isohyetal (In)
Rainfall data for year 10		
4.34	1	0.90
Rainfall data for year 10		
4.34	6	2.28
Rainfall data for year 10		

```
                        DA1PrSyn10yr24013
            4.34           24           4.01
-------------------------------------------------------------------
+++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++

******** Area-averaged max loss rate, Fm ********


SCS curve  SCS curve     Area     Area     Fp(Fig C6)    Ap      Fm
No.(AMCII) NO.(AMC 2)    (Ac.)    Fraction     (In/Hr)  (dec.)   (In/Hr)
 86.0      86.0          4.34      1.000     0.265    0.108    0.029

Area-averaged adjusted loss rate Fm (In/Hr) =  0.029

********* Area-Averaged low loss rate fraction, Yb **********

Area       Area          SCS CN    SCS CN      S     Pervious
 (Ac.)      Fract         (AMC2)    (AMC2)           Yield Fr
     0.47   0.108         86.0      86.0       1.63     0.637
     3.87   0.892         98.0      98.0       0.20     0.941

Area-averaged catchment yield fraction, Y =  0.908
Area-averaged low loss fraction, Yb =  0.092
User entry of time of concentration  =   0.090 (hours)
+++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Watershed area =       4.34(Ac.)
Catchment Lag time =   0.072 hours
Unit interval =   5.000 minutes
Unit interval percentage of lag time = 115.8695
Hydrograph baseflow =     0.00(CFS)
Average maximum watershed loss rate(Fm) =  0.029(In/Hr)
Average low loss rate fraction (Yb) = 0.092 (decimal)
VALLEY DEVELOPED S-Graph Selected
Computed peak 5-minute rainfall =  0.332(In)
Computed peak 30-minute rainfall =  0.681(In)
Specified peak 1-hour rainfall =  0.898(In)
Computed peak 3-hour rainfall =  1.630(In)
Specified peak 6-hour rainfall =  2.280(In)
Specified peak 24-hour rainfall =  4.010(In)


Note: user specified rainfall values used.
Rainfall depth area reduction factors:
Using a total area of       4.34(Ac.) (Ref: fig. E-4)

5-minute factor = 1.000     Adjusted rainfall =  0.332(In)
30-minute factor = 1.000    Adjusted rainfall =  0.680(In)
1-hour factor = 1.000       Adjusted rainfall =  0.898(In)
3-hour factor = 1.000       Adjusted rainfall =  1.630(In)
```

DA1PrSyn10yr24013

6-hour factor = 1.000 Adjusted rainfall = 2.280(In)

24-hour factor = 1.000 Adjusted rainfall = 4.010(In)

U n i t H y d r o g r a p h

++

Interval Number	'S' Graph Mean values	Unit Hydrograph ((CFS))
	(K = 52.45 (CFS))	
1	22.589	11.848
2	87.148	33.861
3	99.001	6.217
4	100.000	0.524

Peak Unit Number	Adjusted mass rainfall (In)	Unit rainfall (In)
1	0.3323	0.3323
2	0.4385	0.1062
3	0.5157	0.0772
4	0.5785	0.0629
5	0.6326	0.0540
6	0.6804	0.0479
7	0.7237	0.0433
8	0.7634	0.0397
9	0.8002	0.0368
10	0.8347	0.0344
11	0.8671	0.0324
12	0.8978	0.0307
13	0.9377	0.0399
14	0.9762	0.0385
15	1.0134	0.0373
16	1.0496	0.0361
17	1.0847	0.0351
18	1.1189	0.0342
19	1.1522	0.0333
20	1.1847	0.0325
21	1.2165	0.0318
22	1.2476	0.0311
23	1.2781	0.0305
24	1.3080	0.0299
25	1.3373	0.0293
26	1.3660	0.0288
27	1.3943	0.0283
28	1.4221	0.0278
29	1.4495	0.0273
30	1.4764	0.0269

31	1.5029	0.0265
32	1.5290	0.0261
33	1.5548	0.0258
34	1.5802	0.0254
35	1.6052	0.0251
36	1.6300	0.0247
37	1.6517	0.0218
38	1.6732	0.0215
39	1.6944	0.0212
40	1.7153	0.0209
41	1.7359	0.0206
42	1.7563	0.0204
43	1.7764	0.0201
44	1.7963	0.0199
45	1.8159	0.0197
46	1.8354	0.0194
47	1.8546	0.0192
48	1.8736	0.0190
49	1.8924	0.0188
50	1.9110	0.0186
51	1.9294	0.0184
52	1.9476	0.0182
53	1.9656	0.0180
54	1.9835	0.0179
55	2.0012	0.0177
56	2.0188	0.0175
57	2.0361	0.0174
58	2.0533	0.0172
59	2.0704	0.0171
60	2.0873	0.0169
61	2.1041	0.0168
62	2.1207	0.0166
63	2.1372	0.0165
64	2.1536	0.0164
65	2.1698	0.0162
66	2.1859	0.0161
67	2.2019	0.0160
68	2.2177	0.0159
69	2.2335	0.0157
70	2.2491	0.0156
71	2.2646	0.0155
72	2.2800	0.0154
73	2.2928	0.0128
74	2.3056	0.0127
75	2.3182	0.0126
76	2.3307	0.0125
77	2.3432	0.0124
78	2.3555	0.0123

79	2.3678	0.0123
80	2.3799	0.0122
81	2.3920	0.0121
82	2.4040	0.0120
83	2.4159	0.0119
84	2.4277	0.0118
85	2.4394	0.0117
86	2.4511	0.0116
87	2.4627	0.0116
88	2.4741	0.0115
89	2.4856	0.0114
90	2.4969	0.0113
91	2.5082	0.0113
92	2.5193	0.0112
93	2.5305	0.0111
94	2.5415	0.0110
95	2.5525	0.0110
96	2.5634	0.0109
97	2.5742	0.0108
98	2.5850	0.0108
99	2.5957	0.0107
100	2.6064	0.0106
101	2.6170	0.0106
102	2.6275	0.0105
103	2.6379	0.0105
104	2.6483	0.0104
105	2.6587	0.0103
106	2.6690	0.0103
107	2.6792	0.0102
108	2.6894	0.0102
109	2.6995	0.0101
110	2.7095	0.0101
111	2.7195	0.0100
112	2.7295	0.0100
113	2.7394	0.0099
114	2.7492	0.0098
115	2.7590	0.0098
116	2.7688	0.0097
117	2.7785	0.0097
118	2.7881	0.0096
119	2.7977	0.0096
120	2.8073	0.0096
121	2.8168	0.0095
122	2.8262	0.0095
123	2.8357	0.0094
124	2.8450	0.0094
125	2.8543	0.0093
126	2.8636	0.0093

127	2.8729	0.0092
128	2.8821	0.0092
129	2.8912	0.0091
130	2.9003	0.0091
131	2.9094	0.0091
132	2.9184	0.0090
133	2.9274	0.0090
134	2.9363	0.0089
135	2.9452	0.0089
136	2.9541	0.0089
137	2.9629	0.0088
138	2.9717	0.0088
139	2.9805	0.0088
140	2.9892	0.0087
141	2.9979	0.0087
142	3.0065	0.0086
143	3.0151	0.0086
144	3.0237	0.0086
145	3.0322	0.0085
146	3.0407	0.0085
147	3.0492	0.0085
148	3.0576	0.0084
149	3.0660	0.0084
150	3.0744	0.0084
151	3.0827	0.0083
152	3.0910	0.0083
153	3.0993	0.0083
154	3.1075	0.0082
155	3.1157	0.0082
156	3.1239	0.0082
157	3.1320	0.0081
158	3.1401	0.0081
159	3.1482	0.0081
160	3.1563	0.0080
161	3.1643	0.0080
162	3.1723	0.0080
163	3.1802	0.0080
164	3.1882	0.0079
165	3.1961	0.0079
166	3.2039	0.0079
167	3.2118	0.0078
168	3.2196	0.0078
169	3.2274	0.0078
170	3.2352	0.0078
171	3.2429	0.0077
172	3.2506	0.0077
173	3.2583	0.0077
174	3.2659	0.0077

175	3.2736	0.0076
176	3.2812	0.0076
177	3.2888	0.0076
178	3.2963	0.0076
179	3.3039	0.0075
180	3.3114	0.0075
181	3.3188	0.0075
182	3.3263	0.0075
183	3.3337	0.0074
184	3.3411	0.0074
185	3.3485	0.0074
186	3.3559	0.0074
187	3.3632	0.0073
188	3.3705	0.0073
189	3.3778	0.0073
190	3.3851	0.0073
191	3.3923	0.0072
192	3.3996	0.0072
193	3.4068	0.0072
194	3.4139	0.0072
195	3.4211	0.0072
196	3.4282	0.0071
197	3.4353	0.0071
198	3.4424	0.0071
199	3.4495	0.0071
200	3.4565	0.0070
201	3.4636	0.0070
202	3.4706	0.0070
203	3.4776	0.0070
204	3.4845	0.0070
205	3.4915	0.0069
206	3.4984	0.0069
207	3.5053	0.0069
208	3.5122	0.0069
209	3.5191	0.0069
210	3.5259	0.0068
211	3.5328	0.0068
212	3.5396	0.0068
213	3.5464	0.0068
214	3.5531	0.0068
215	3.5599	0.0068
216	3.5666	0.0067
217	3.5733	0.0067
218	3.5800	0.0067
219	3.5867	0.0067
220	3.5934	0.0067
221	3.6000	0.0066
222	3.6066	0.0066

223	3.6132	0.0066
224	3.6198	0.0066
225	3.6264	0.0066
226	3.6330	0.0066
227	3.6395	0.0065
228	3.6460	0.0065
229	3.6525	0.0065
230	3.6590	0.0065
231	3.6655	0.0065
232	3.6719	0.0065
233	3.6784	0.0064
234	3.6848	0.0064
235	3.6912	0.0064
236	3.6976	0.0064
237	3.7040	0.0064
238	3.7103	0.0064
239	3.7167	0.0063
240	3.7230	0.0063
241	3.7293	0.0063
242	3.7356	0.0063
243	3.7419	0.0063
244	3.7481	0.0063
245	3.7544	0.0062
246	3.7606	0.0062
247	3.7668	0.0062
248	3.7730	0.0062
249	3.7792	0.0062
250	3.7854	0.0062
251	3.7916	0.0062
252	3.7977	0.0061
253	3.8038	0.0061
254	3.8100	0.0061
255	3.8161	0.0061
256	3.8222	0.0061
257	3.8282	0.0061
258	3.8343	0.0061
259	3.8403	0.0060
260	3.8464	0.0060
261	3.8524	0.0060
262	3.8584	0.0060
263	3.8644	0.0060
264	3.8704	0.0060
265	3.8763	0.0060
266	3.8823	0.0060
267	3.8882	0.0059
268	3.8941	0.0059
269	3.9000	0.0059
270	3.9059	0.0059

271	3.9118	0.0059
272	3.9177	0.0059
273	3.9236	0.0059
274	3.9294	0.0058
275	3.9352	0.0058
276	3.9411	0.0058
277	3.9469	0.0058
278	3.9527	0.0058
279	3.9585	0.0058
280	3.9642	0.0058
281	3.9700	0.0058
282	3.9757	0.0057
283	3.9815	0.0057
284	3.9872	0.0057
285	3.9929	0.0057
286	3.9986	0.0057
287	4.0043	0.0057
288	4.0100	0.0057

Unit Period (number)	Unit Rainfall (In)	Unit Soil-Loss (In)	Effective Rainfall (In)
1	0.0057	0.0005	0.0052
2	0.0057	0.0005	0.0052
3	0.0057	0.0005	0.0052
4	0.0057	0.0005	0.0052
5	0.0057	0.0005	0.0052
6	0.0058	0.0005	0.0052
7	0.0058	0.0005	0.0053
8	0.0058	0.0005	0.0053
9	0.0058	0.0005	0.0053
10	0.0058	0.0005	0.0053
11	0.0059	0.0005	0.0053
12	0.0059	0.0005	0.0053
13	0.0059	0.0005	0.0054
14	0.0059	0.0005	0.0054
15	0.0059	0.0005	0.0054
16	0.0060	0.0005	0.0054
17	0.0060	0.0005	0.0054
18	0.0060	0.0005	0.0054
19	0.0060	0.0006	0.0055
20	0.0060	0.0006	0.0055
21	0.0061	0.0006	0.0055
22	0.0061	0.0006	0.0055
23	0.0061	0.0006	0.0055
24	0.0061	0.0006	0.0056
25	0.0061	0.0006	0.0056

26	0.0062	0.0006	0.0056
27	0.0062	0.0006	0.0056
28	0.0062	0.0006	0.0056
29	0.0062	0.0006	0.0057
30	0.0062	0.0006	0.0057
31	0.0063	0.0006	0.0057
32	0.0063	0.0006	0.0057
33	0.0063	0.0006	0.0057
34	0.0063	0.0006	0.0058
35	0.0064	0.0006	0.0058
36	0.0064	0.0006	0.0058
37	0.0064	0.0006	0.0058
38	0.0064	0.0006	0.0058
39	0.0065	0.0006	0.0059
40	0.0065	0.0006	0.0059
41	0.0065	0.0006	0.0059
42	0.0065	0.0006	0.0059
43	0.0066	0.0006	0.0060
44	0.0066	0.0006	0.0060
45	0.0066	0.0006	0.0060
46	0.0066	0.0006	0.0060
47	0.0067	0.0006	0.0061
48	0.0067	0.0006	0.0061
49	0.0067	0.0006	0.0061
50	0.0068	0.0006	0.0061
51	0.0068	0.0006	0.0062
52	0.0068	0.0006	0.0062
53	0.0068	0.0006	0.0062
54	0.0069	0.0006	0.0062
55	0.0069	0.0006	0.0063
56	0.0069	0.0006	0.0063
57	0.0070	0.0006	0.0063
58	0.0070	0.0006	0.0063
59	0.0070	0.0006	0.0064
60	0.0070	0.0006	0.0064
61	0.0071	0.0006	0.0064
62	0.0071	0.0007	0.0065
63	0.0072	0.0007	0.0065
64	0.0072	0.0007	0.0065
65	0.0072	0.0007	0.0066
66	0.0072	0.0007	0.0066
67	0.0073	0.0007	0.0066
68	0.0073	0.0007	0.0066
69	0.0074	0.0007	0.0067
70	0.0074	0.0007	0.0067
71	0.0074	0.0007	0.0068
72	0.0075	0.0007	0.0068
73	0.0075	0.0007	0.0068

74	0.0075	0.0007	0.0068
75	0.0076	0.0007	0.0069
76	0.0076	0.0007	0.0069
77	0.0077	0.0007	0.0070
78	0.0077	0.0007	0.0070
79	0.0077	0.0007	0.0070
80	0.0078	0.0007	0.0071
81	0.0078	0.0007	0.0071
82	0.0078	0.0007	0.0071
83	0.0079	0.0007	0.0072
84	0.0079	0.0007	0.0072
85	0.0080	0.0007	0.0073
86	0.0080	0.0007	0.0073
87	0.0081	0.0007	0.0073
88	0.0081	0.0007	0.0074
89	0.0082	0.0007	0.0074
90	0.0082	0.0008	0.0075
91	0.0083	0.0008	0.0075
92	0.0083	0.0008	0.0075
93	0.0084	0.0008	0.0076
94	0.0084	0.0008	0.0076
95	0.0085	0.0008	0.0077
96	0.0085	0.0008	0.0077
97	0.0086	0.0008	0.0078
98	0.0086	0.0008	0.0078
99	0.0087	0.0008	0.0079
100	0.0087	0.0008	0.0079
101	0.0088	0.0008	0.0080
102	0.0088	0.0008	0.0080
103	0.0089	0.0008	0.0081
104	0.0089	0.0008	0.0081
105	0.0090	0.0008	0.0082
106	0.0091	0.0008	0.0082
107	0.0091	0.0008	0.0083
108	0.0092	0.0008	0.0084
109	0.0093	0.0008	0.0084
110	0.0093	0.0009	0.0085
111	0.0094	0.0009	0.0086
112	0.0095	0.0009	0.0086
113	0.0096	0.0009	0.0087
114	0.0096	0.0009	0.0087
115	0.0097	0.0009	0.0088
116	0.0097	0.0009	0.0089
117	0.0098	0.0009	0.0089
118	0.0099	0.0009	0.0090
119	0.0100	0.0009	0.0091
120	0.0101	0.0009	0.0091
121	0.0102	0.0009	0.0092

122	0.0102	0.0009	0.0093
123	0.0103	0.0009	0.0094
124	0.0104	0.0010	0.0094
125	0.0105	0.0010	0.0096
126	0.0106	0.0010	0.0096
127	0.0107	0.0010	0.0097
128	0.0108	0.0010	0.0098
129	0.0109	0.0010	0.0099
130	0.0110	0.0010	0.0100
131	0.0111	0.0010	0.0101
132	0.0112	0.0010	0.0102
133	0.0113	0.0010	0.0103
134	0.0114	0.0010	0.0104
135	0.0116	0.0011	0.0105
136	0.0116	0.0011	0.0106
137	0.0118	0.0011	0.0107
138	0.0119	0.0011	0.0108
139	0.0121	0.0011	0.0110
140	0.0122	0.0011	0.0110
141	0.0123	0.0011	0.0112
142	0.0124	0.0011	0.0113
143	0.0126	0.0012	0.0115
144	0.0127	0.0012	0.0116
145	0.0154	0.0014	0.0140
146	0.0155	0.0014	0.0141
147	0.0157	0.0014	0.0143
148	0.0159	0.0015	0.0144
149	0.0161	0.0015	0.0146
150	0.0162	0.0015	0.0147
151	0.0165	0.0015	0.0150
152	0.0166	0.0015	0.0151
153	0.0169	0.0015	0.0154
154	0.0171	0.0016	0.0155
155	0.0174	0.0016	0.0158
156	0.0175	0.0016	0.0159
157	0.0179	0.0016	0.0162
158	0.0180	0.0017	0.0164
159	0.0184	0.0017	0.0167
160	0.0186	0.0017	0.0169
161	0.0190	0.0017	0.0173
162	0.0192	0.0018	0.0175
163	0.0197	0.0018	0.0179
164	0.0199	0.0018	0.0181
165	0.0204	0.0019	0.0185
166	0.0206	0.0019	0.0187
167	0.0212	0.0019	0.0192
168	0.0215	0.0020	0.0195
169	0.0247	0.0023	0.0225

170	0.0251	0.0023	0.0228
171	0.0258	0.0024	0.0234
172	0.0261	0.0024	0.0237
173	0.0269	0.0024	0.0245
174	0.0273	0.0024	0.0250
175	0.0283	0.0024	0.0259
176	0.0288	0.0024	0.0264
177	0.0299	0.0024	0.0275
178	0.0305	0.0024	0.0281
179	0.0318	0.0024	0.0294
180	0.0325	0.0024	0.0301
181	0.0342	0.0024	0.0318
182	0.0351	0.0024	0.0327
183	0.0373	0.0024	0.0349
184	0.0385	0.0024	0.0361
185	0.0307	0.0024	0.0283
186	0.0324	0.0024	0.0300
187	0.0368	0.0024	0.0344
188	0.0397	0.0024	0.0373
189	0.0479	0.0024	0.0455
190	0.0540	0.0024	0.0516
191	0.0772	0.0024	0.0748
192	0.1062	0.0024	0.1038
193	0.3323	0.0024	0.3299
194	0.0629	0.0024	0.0605
195	0.0433	0.0024	0.0409
196	0.0344	0.0024	0.0321
197	0.0399	0.0024	0.0375
198	0.0361	0.0024	0.0337
199	0.0333	0.0024	0.0309
200	0.0311	0.0024	0.0287
201	0.0293	0.0024	0.0269
202	0.0278	0.0024	0.0254
203	0.0265	0.0024	0.0241
204	0.0254	0.0023	0.0231
205	0.0218	0.0020	0.0198
206	0.0209	0.0019	0.0190
207	0.0201	0.0018	0.0183
208	0.0194	0.0018	0.0176
209	0.0188	0.0017	0.0171
210	0.0182	0.0017	0.0166
211	0.0177	0.0016	0.0161
212	0.0172	0.0016	0.0156
213	0.0168	0.0015	0.0152
214	0.0164	0.0015	0.0149
215	0.0160	0.0015	0.0145
216	0.0156	0.0014	0.0142
217	0.0128	0.0012	0.0117

218	0.0125	0.0011	0.0114
219	0.0123	0.0011	0.0111
220	0.0120	0.0011	0.0109
221	0.0117	0.0011	0.0107
222	0.0115	0.0011	0.0104
223	0.0113	0.0010	0.0102
224	0.0110	0.0010	0.0100
225	0.0108	0.0010	0.0098
226	0.0106	0.0010	0.0097
227	0.0105	0.0010	0.0095
228	0.0103	0.0009	0.0093
229	0.0101	0.0009	0.0092
230	0.0100	0.0009	0.0090
231	0.0098	0.0009	0.0089
232	0.0096	0.0009	0.0088
233	0.0095	0.0009	0.0086
234	0.0094	0.0009	0.0085
235	0.0092	0.0008	0.0084
236	0.0091	0.0008	0.0083
237	0.0090	0.0008	0.0082
238	0.0089	0.0008	0.0081
239	0.0088	0.0008	0.0080
240	0.0086	0.0008	0.0079
241	0.0085	0.0008	0.0078
242	0.0084	0.0008	0.0077
243	0.0083	0.0008	0.0076
244	0.0082	0.0008	0.0075
245	0.0081	0.0007	0.0074
246	0.0080	0.0007	0.0073
247	0.0080	0.0007	0.0072
248	0.0079	0.0007	0.0072
249	0.0078	0.0007	0.0071
250	0.0077	0.0007	0.0070
251	0.0076	0.0007	0.0069
252	0.0076	0.0007	0.0069
253	0.0075	0.0007	0.0068
254	0.0074	0.0007	0.0067
255	0.0073	0.0007	0.0067
256	0.0073	0.0007	0.0066
257	0.0072	0.0007	0.0065
258	0.0071	0.0007	0.0065
259	0.0071	0.0006	0.0064
260	0.0070	0.0006	0.0064
261	0.0069	0.0006	0.0063
262	0.0069	0.0006	0.0063
263	0.0068	0.0006	0.0062
264	0.0068	0.0006	0.0062
265	0.0067	0.0006	0.0061

266	0.0067	0.0006	0.0061
267	0.0066	0.0006	0.0060
268	0.0066	0.0006	0.0060
269	0.0065	0.0006	0.0059
270	0.0065	0.0006	0.0059
271	0.0064	0.0006	0.0058
272	0.0064	0.0006	0.0058
273	0.0063	0.0006	0.0057
274	0.0063	0.0006	0.0057
275	0.0062	0.0006	0.0056
276	0.0062	0.0006	0.0056
277	0.0061	0.0006	0.0056
278	0.0061	0.0006	0.0055
279	0.0060	0.0006	0.0055
280	0.0060	0.0005	0.0055
281	0.0060	0.0005	0.0054
282	0.0059	0.0005	0.0054
283	0.0059	0.0005	0.0053
284	0.0058	0.0005	0.0053
285	0.0058	0.0005	0.0053
286	0.0058	0.0005	0.0052
287	0.0057	0.0005	0.0052
288	0.0057	0.0005	0.0052

Total soil rain loss = 0.30(In)
Total effective rainfall = 3.71(In)
Peak flow rate in flood hydrograph = 12.57(CFS)

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24 - H O U R S T O R M
R u n o f f H y d r o g r a p h

Hydrograph in 5 Minute intervals ((CFS))

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Time(h+m) Volume Ac.Ft   Q(CFS)  0        5.0      10.0      15.0      20.0
-----------------------------------------------------------------------
  0+ 5       0.0004      0.06  Q         |         |         |         |
  0+10       0.0020      0.24  Q         |         |         |         |
  0+15       0.0039      0.27  Q         |         |         |         |
  0+20       0.0058      0.27  Q         |         |         |         |
  0+25       0.0076      0.27  Q         |         |         |         |
  0+30       0.0095      0.27  Q         |         |         |         |
  0+35       0.0114      0.27  Q         |         |         |         |
  0+40       0.0133      0.28  Q         |         |         |         |
  0+45       0.0152      0.28  Q         |         |         |         |
  0+50       0.0171      0.28  Q         |         |         |         |
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```
0+55       0.0191      0.28  Q          |          |          |          |
1+ 0       0.0210      0.28  Q          |          |          |          |
1+ 5       0.0229      0.28  Q          |          |          |          |
1+10       0.0248      0.28  Q          |          |          |          |
1+15       0.0268      0.28  Q          |          |          |          |
1+20       0.0287      0.28  Q          |          |          |          |
1+25       0.0307      0.28  Q          |          |          |          |
1+30       0.0326      0.28  Q          |          |          |          |
1+35       0.0346      0.29  QV         |          |          |          |
1+40       0.0366      0.29  QV         |          |          |          |
1+45       0.0386      0.29  QV         |          |          |          |
1+50       0.0406      0.29  QV         |          |          |          |
1+55       0.0426      0.29  QV         |          |          |          |
2+ 0       0.0446      0.29  QV         |          |          |          |
2+ 5       0.0466      0.29  QV         |          |          |          |
2+10       0.0486      0.29  QV         |          |          |          |
2+15       0.0506      0.29  QV         |          |          |          |
2+20       0.0526      0.29  QV         |          |          |          |
2+25       0.0547      0.30  QV         |          |          |          |
2+30       0.0567      0.30  QV         |          |          |          |
2+35       0.0588      0.30  QV         |          |          |          |
2+40       0.0608      0.30  QV         |          |          |          |
2+45       0.0629      0.30  QV         |          |          |          |
2+50       0.0650      0.30  QV         |          |          |          |
2+55       0.0671      0.30  Q V        |          |          |          |
3+ 0       0.0691      0.30  Q V        |          |          |          |
3+ 5       0.0712      0.30  Q V        |          |          |          |
3+10       0.0734      0.31  Q V        |          |          |          |
3+15       0.0755      0.31  Q V        |          |          |          |
3+20       0.0776      0.31  Q V        |          |          |          |
3+25       0.0797      0.31  Q V        |          |          |          |
3+30       0.0819      0.31  Q V        |          |          |          |
3+35       0.0840      0.31  Q V        |          |          |          |
3+40       0.0862      0.31  Q V        |          |          |          |
3+45       0.0883      0.31  Q V        |          |          |          |
3+50       0.0905      0.32  Q V        |          |          |          |
3+55       0.0927      0.32  Q V        |          |          |          |
4+ 0       0.0949      0.32  Q V        |          |          |          |
4+ 5       0.0971      0.32  Q V        |          |          |          |
4+10       0.0993      0.32  Q V        |          |          |          |
4+15       0.1015      0.32  Q  V       |          |          |          |
4+20       0.1037      0.32  Q  V       |          |          |          |
4+25       0.1060      0.32  Q  V       |          |          |          |
4+30       0.1082      0.33  Q  V       |          |          |          |
4+35       0.1105      0.33  Q  V       |          |          |          |
4+40       0.1127      0.33  Q  V       |          |          |          |
4+45       0.1150      0.33  Q  V       |          |          |          |
4+50       0.1173      0.33  Q  V       |          |          |          |
```

```
4+55       0.1196      0.33  Q  V      |          |          |          |
5+ 0       0.1219      0.33  Q  V      |          |          |          |
5+ 5       0.1242      0.34  Q  V      |          |          |          |
5+10       0.1265      0.34  Q  V      |          |          |          |
5+15       0.1289      0.34  Q  V      |          |          |          |
5+20       0.1312      0.34  Q  V      |          |          |          |
5+25       0.1336      0.34  Q  V      |          |          |          |
5+30       0.1360      0.34  Q   V     |          |          |          |
5+35       0.1383      0.35  Q   V     |          |          |          |
5+40       0.1407      0.35  Q   V     |          |          |          |
5+45       0.1431      0.35  Q   V     |          |          |          |
5+50       0.1455      0.35  Q   V     |          |          |          |
5+55       0.1480      0.35  Q   V     |          |          |          |
6+ 0       0.1504      0.35  Q   V     |          |          |          |
6+ 5       0.1529      0.36  Q   V     |          |          |          |
6+10       0.1553      0.36  Q   V     |          |          |          |
6+15       0.1578      0.36  Q   V     |          |          |          |
6+20       0.1603      0.36  Q   V     |          |          |          |
6+25       0.1628      0.36  Q   V     |          |          |          |
6+30       0.1653      0.36  Q   V     |          |          |          |
6+35       0.1678      0.37  Q    V    |          |          |          |
6+40       0.1704      0.37  Q    V    |          |          |          |
6+45       0.1729      0.37  Q    V    |          |          |          |
6+50       0.1755      0.37  Q    V    |          |          |          |
6+55       0.1780      0.37  Q    V    |          |          |          |
7+ 0       0.1806      0.38  Q    V    |          |          |          |
7+ 5       0.1832      0.38  Q    V    |          |          |          |
7+10       0.1859      0.38  Q    V    |          |          |          |
7+15       0.1885      0.38  Q    V    |          |          |          |
7+20       0.1912      0.38  Q    V    |          |          |          |
7+25       0.1938      0.39  Q    V    |          |          |          |
7+30       0.1965      0.39  Q    V    |          |          |          |
7+35       0.1992      0.39  Q    V    |          |          |          |
7+40       0.2019      0.39  Q     V   |          |          |          |
7+45       0.2046      0.40  Q     V   |          |          |          |
7+50       0.2074      0.40  Q     V   |          |          |          |
7+55       0.2101      0.40  Q     V   |          |          |          |
8+ 0       0.2129      0.40  Q     V   |          |          |          |
8+ 5       0.2157      0.41  Q     V   |          |          |          |
8+10       0.2185      0.41  Q     V   |          |          |          |
8+15       0.2213      0.41  Q     V   |          |          |          |
8+20       0.2242      0.41  Q     V   |          |          |          |
8+25       0.2271      0.42  Q     V   |          |          |          |
8+30       0.2299      0.42  Q     V   |          |          |          |
8+35       0.2328      0.42  Q     V   |          |          |          |
8+40       0.2358      0.42  Q      V  |          |          |          |
8+45       0.2387      0.43  Q      V  |          |          |          |
8+50       0.2417      0.43  Q      V  |          |          |          |
```

```
 8+55       0.2446      0.43  Q      V  |          |          |          |
 9+ 0       0.2476      0.44  Q      V  |          |          |          |
 9+ 5       0.2507      0.44  Q      V  |          |          |          |
 9+10       0.2537      0.44  Q      V  |          |          |          |
 9+15       0.2568      0.44  Q      V  |          |          |          |
 9+20       0.2599      0.45  Q      V  |          |          |          |
 9+25       0.2630      0.45  Q      V  |          |          |          |
 9+30       0.2661      0.46  Q      V  |          |          |          |
 9+35       0.2693      0.46  Q       V |          |          |          |
 9+40       0.2724      0.46  Q       V |          |          |          |
 9+45       0.2756      0.47  Q       V |          |          |          |
 9+50       0.2789      0.47  Q       V |          |          |          |
 9+55       0.2821      0.47  Q       V |          |          |          |
10+ 0       0.2854      0.48  Q       V |          |          |          |
10+ 5       0.2887      0.48  Q       V |          |          |          |
10+10       0.2921      0.48  Q       V |          |          |          |
10+15       0.2954      0.49  Q       V |          |          |          |
10+20       0.2988      0.49  Q       V |          |          |          |
10+25       0.3022      0.50  Q        V|          |          |          |
10+30       0.3057      0.50  |Q       V|          |          |          |
10+35       0.3092      0.51  |Q       V|          |          |          |
10+40       0.3127      0.51  |Q       V|          |          |          |
10+45       0.3162      0.51  |Q       V|          |          |          |
10+50       0.3198      0.52  |Q       V|          |          |          |
10+55       0.3234      0.52  |Q       V|          |          |          |
11+ 0       0.3271      0.53  |Q       V|          |          |          |
11+ 5       0.3307      0.53  |Q       V|          |          |          |
11+10       0.3345      0.54  |Q       V|          |          |          |
11+15       0.3382      0.54  |Q        V          |          |          |
11+20       0.3420      0.55  |Q        V          |          |          |
11+25       0.3458      0.56  |Q        V          |          |          |
11+30       0.3497      0.56  |Q        V          |          |          |
11+35       0.3536      0.57  |Q        V          |          |          |
11+40       0.3576      0.58  |Q        V          |          |          |
11+45       0.3616      0.58  |Q        V          |          |          |
11+50       0.3656      0.59  |Q        V          |          |          |
11+55       0.3697      0.59  |Q        |V         |          |          |
12+ 0       0.3739      0.60  |Q        |V         |          |          |
12+ 5       0.3782      0.63  |Q        |V         |          |          |
12+10       0.3832      0.72  |Q        |V         |          |          |
12+15       0.3883      0.74  |Q        |V         |          |          |
12+20       0.3934      0.75  |Q        |V         |          |          |
12+25       0.3987      0.76  |Q        |V         |          |          |
12+30       0.4039      0.77  |Q        | V        |          |          |
12+35       0.4093      0.78  |Q        | V        |          |          |
12+40       0.4147      0.79  |Q        | V        |          |          |
12+45       0.4202      0.79  |Q        | V        |          |          |
12+50       0.4257      0.81  |Q        | V        |          |          |
```

```
12+55       0.4313      0.82  |Q        | V       |         |         |
13+ 0       0.4370      0.83  |Q        |  V      |         |         |
13+ 5       0.4428      0.84  |Q        |  V      |         |         |
13+10       0.4487      0.85  |Q        |  V      |         |         |
13+15       0.4546      0.86  |Q        |  V      |         |         |
13+20       0.4606      0.88  |Q        |  V      |         |         |
13+25       0.4668      0.89  |Q        |  V      |         |         |
13+30       0.4730      0.91  |Q        |   V     |         |         |
13+35       0.4793      0.92  |Q        |   V     |         |         |
13+40       0.4858      0.94  |Q        |   V     |         |         |
13+45       0.4923      0.95  |Q        |   V     |         |         |
13+50       0.4990      0.97  |Q        |   V     |         |         |
13+55       0.5058      0.99  |Q        |    V    |         |         |
14+ 0       0.5128      1.01  | Q       |    V    |         |         |
14+ 5       0.5200      1.06  | Q       |    V    |         |         |
14+10       0.5280      1.16  | Q       |    V    |         |         |
14+15       0.5363      1.20  | Q       |     V   |         |         |
14+20       0.5447      1.23  | Q       |     V   |         |         |
14+25       0.5533      1.25  | Q       |     V   |         |         |
14+30       0.5622      1.29  | Q       |     V   |         |         |
14+35       0.5713      1.32  | Q       |      V  |         |         |
14+40       0.5806      1.36  | Q       |      V  |         |         |
14+45       0.5902      1.39  | Q       |      V  |         |         |
14+50       0.6001      1.44  | Q       |      V  |         |         |
14+55       0.6103      1.48  | Q       |       V |         |         |
15+ 0       0.6210      1.54  |  Q      |       V |         |         |
15+ 5       0.6319      1.59  |  Q      |       V |         |         |
15+10       0.6434      1.67  |  Q      |        V|         |         |
15+15       0.6554      1.73  |  Q      |        V|         |         |
15+20       0.6680      1.83  |  Q      |        V|         |         |
15+25       0.6803      1.79  |  Q      |         V         |         |
15+30       0.6910      1.56  |  Q      |         V         |         |
15+35       0.7022      1.62  |  Q      |         V         |         |
15+40       0.7146      1.81  |  Q      |         |V        |         |
15+45       0.7286      2.03  |   Q     |         |V        |         |
15+50       0.7452      2.40  |   Q     |         | V       |         |
15+55       0.7654      2.94  |    Q    |         | V       |         |
16+ 0       0.7937      4.11  |       Q |         |  V      |         |
16+ 5       0.8482      7.91  |         |    Q    |    V    |         |
16+10       0.9348     12.57  |         |         |    Q V  |         |
16+15       0.9667      4.64  |        Q|         |       V |         |
16+20       0.9826      2.31  |   Q     |         |        V|         |
16+25       0.9951      1.82  |  Q      |         |        V|         |
16+30       1.0082      1.89  |  Q      |         |         V         |
16+35       1.0203      1.76  |  Q      |         |         V         |
16+40       1.0314      1.62  |  Q      |         |         V         |
16+45       1.0417      1.50  |  Q      |         |         |V        |
16+50       1.0514      1.41  | Q       |         |         |V        |
```

```
16+55       1.0606      1.33  | Q        |          |          |V         |
17+ 0       1.0693      1.26  | Q        |          |          |V         |
17+ 5       1.0774      1.18  | Q        |          |          | V        |
17+10       1.0846      1.05  | Q        |          |          | V        |
17+15       1.0915      0.99  |Q         |          |          | V        |
17+20       1.0981      0.96  |Q         |          |          | V        |
17+25       1.1044      0.92  |Q         |          |          | V        |
17+30       1.1106      0.89  |Q         |          |          |  V       |
17+35       1.1165      0.87  |Q         |          |          |  V       |
17+40       1.1223      0.84  |Q         |          |          |  V       |
17+45       1.1280      0.82  |Q         |          |          |  V       |
17+50       1.1335      0.80  |Q         |          |          |  V       |
17+55       1.1388      0.78  |Q         |          |          |   V      |
18+ 0       1.1441      0.76  |Q         |          |          |   V      |
18+ 5       1.1490      0.72  |Q         |          |          |   V      |
18+10       1.1533      0.63  |Q         |          |          |   V      |
18+15       1.1574      0.60  |Q         |          |          |   V      |
18+20       1.1614      0.58  |Q         |          |          |   V      |
18+25       1.1654      0.57  |Q         |          |          |   V      |
18+30       1.1692      0.56  |Q         |          |          |   V      |
18+35       1.1730      0.55  |Q         |          |          |    V     |
18+40       1.1767      0.54  |Q         |          |          |    V     |
18+45       1.1803      0.53  |Q         |          |          |    V     |
18+50       1.1838      0.52  |Q         |          |          |    V     |
18+55       1.1873      0.51  |Q         |          |          |    V     |
19+ 0       1.1908      0.50  Q          |          |          |    V     |
19+ 5       1.1941      0.49  Q          |          |          |    V     |
19+10       1.1974      0.48  Q          |          |          |    V     |
19+15       1.2007      0.47  Q          |          |          |    V     |
19+20       1.2039      0.47  Q          |          |          |    V     |
19+25       1.2071      0.46  Q          |          |          |     V    |
19+30       1.2102      0.45  Q          |          |          |     V    |
19+35       1.2133      0.45  Q          |          |          |     V    |
19+40       1.2163      0.44  Q          |          |          |     V    |
19+45       1.2193      0.43  Q          |          |          |     V    |
19+50       1.2222      0.43  Q          |          |          |     V    |
19+55       1.2251      0.42  Q          |          |          |     V    |
20+ 0       1.2280      0.42  Q          |          |          |     V    |
20+ 5       1.2308      0.41  Q          |          |          |     V    |
20+10       1.2336      0.41  Q          |          |          |     V    |
20+15       1.2364      0.40  Q          |          |          |     V    |
20+20       1.2391      0.40  Q          |          |          |      V   |
20+25       1.2418      0.39  Q          |          |          |      V   |
20+30       1.2445      0.39  Q          |          |          |      V   |
20+35       1.2471      0.38  Q          |          |          |      V   |
20+40       1.2497      0.38  Q          |          |          |      V   |
20+45       1.2523      0.37  Q          |          |          |      V   |
20+50       1.2549      0.37  Q          |          |          |      V   |
```

```
   20+55       1.2574      0.37  Q          |          |          |       V  |
   21+ 0       1.2599      0.36  Q          |          |          |       V  |
   21+ 5       1.2624      0.36  Q          |          |          |       V  |
   21+10       1.2648      0.36  Q          |          |          |       V  |
   21+15       1.2673      0.35  Q          |          |          |       V  |
   21+20       1.2697      0.35  Q          |          |          |       V  |
   21+25       1.2721      0.35  Q          |          |          |        V |
   21+30       1.2744      0.34  Q          |          |          |        V |
   21+35       1.2768      0.34  Q          |          |          |        V |
   21+40       1.2791      0.34  Q          |          |          |        V |
   21+45       1.2814      0.33  Q          |          |          |        V |
   21+50       1.2837      0.33  Q          |          |          |        V |
   21+55       1.2859      0.33  Q          |          |          |        V |
   22+ 0       1.2881      0.33  Q          |          |          |        V |
   22+ 5       1.2904      0.32  Q          |          |          |        V |
   22+10       1.2926      0.32  Q          |          |          |        V |
   22+15       1.2948      0.32  Q          |          |          |        V |
   22+20       1.2969      0.31  Q          |          |          |        V |
   22+25       1.2991      0.31  Q          |          |          |        V |
   22+30       1.3012      0.31  Q          |          |          |        V |
   22+35       1.3033      0.31  Q          |          |          |        V |
   22+40       1.3054      0.31  Q          |          |          |         V|
   22+45       1.3075      0.30  Q          |          |          |         V|
   22+50       1.3096      0.30  Q          |          |          |         V|
   22+55       1.3116      0.30  Q          |          |          |         V|
   23+ 0       1.3137      0.30  Q          |          |          |         V|
   23+ 5       1.3157      0.29  Q          |          |          |         V|
   23+10       1.3177      0.29  Q          |          |          |         V|
   23+15       1.3197      0.29  Q          |          |          |         V|
   23+20       1.3217      0.29  Q          |          |          |         V|
   23+25       1.3237      0.29  Q          |          |          |         V|
   23+30       1.3256      0.28  Q          |          |          |         V|
   23+35       1.3276      0.28  Q          |          |          |         V|
   23+40       1.3295      0.28  Q          |          |          |         V|
   23+45       1.3314      0.28  Q          |          |          |         V|
   23+50       1.3333      0.28  Q          |          |          |         V|
   23+55       1.3352      0.27  Q          |          |          |         V|
   24+ 0       1.3371      0.27  Q          |          |          |         V|
   24+ 5       1.3385      0.21  Q          |          |          |         V|
   24+10       1.3388      0.03  Q          |          |          |         V|
   24+15       1.3388      0.00  Q          |          |          |         V|
----------------------------------------------------------------------------
```

DA1PrSyn100yr24013

U n i t H y d r o g r a p h A n a l y s i s

Copyright (c) CIVILCADD/CIVILDESIGN, 1989 - 2018, Version 9.0

Study date 10/06/25

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San Bernardino County Synthetic Unit Hydrology Method
Manual date - August 1986

Program License Serial Number 6474

Commercial Development
Post-developed DA1, 100-YR
SEC Riverside Drive and Ontario (Champion) Avenue,
Ontario CA 91761

Storm Event Year = 100

Antecedent Moisture Condition = 3

English (in-lb) Input Units Used

English Rainfall Data (Inches) Input Values Used

English Units used in output format

Area averaged rainfall intensity isohyetal data:

Sub-Area (Ac.)	Duration (hours)	Isohyetal (In)
Rainfall data for year 100		
4.34	1	1.36
Rainfall data for year 100		
4.34	6	3.36
Rainfall data for year 100		

```
                        DA1PrSyn100yr24013
            4.34           24           6.02
-------------------------------------------------------------------
+++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++

******** Area-averaged max loss rate, Fm ********


SCS curve  SCS curve     Area     Area     Fp(Fig C6)    Ap      Fm
No.(AMCII) NO.(AMC 3)    (Ac.)    Fraction     (In/Hr)  (dec.)   (In/Hr)
 86.0      97.2          4.34      1.000     0.055    0.108    0.006

Area-averaged adjusted loss rate Fm (In/Hr) =  0.006

********* Area-Averaged low loss rate fraction, Yb **********

Area       Area          SCS CN    SCS CN      S     Pervious
 (Ac.)      Fract         (AMC2)    (AMC3)           Yield Fr
     0.47   0.108         86.0      97.2       0.29     0.945
     3.87   0.892         98.0      98.0       0.20     0.960

Area-averaged catchment yield fraction, Y =  0.959
Area-averaged low loss fraction, Yb =  0.041
User entry of time of concentration  =   0.090 (hours)
+++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Watershed area =       4.34(Ac.)
Catchment Lag time =   0.072 hours
Unit interval =   5.000 minutes
Unit interval percentage of lag time = 115.8695
Hydrograph baseflow =     0.00(CFS)
Average maximum watershed loss rate(Fm) =  0.006(In/Hr)
Average low loss rate fraction (Yb) = 0.041 (decimal)
VALLEY DEVELOPED S-Graph Selected
Computed peak 5-minute rainfall =  0.503(In)
Computed peak 30-minute rainfall =  1.031(In)
Specified peak 1-hour rainfall =  1.360(In)
Computed peak 3-hour rainfall =  2.410(In)
Specified peak 6-hour rainfall =  3.360(In)
Specified peak 24-hour rainfall =  6.020(In)


Note: user specified rainfall values used.
Rainfall depth area reduction factors:
Using a total area of       4.34(Ac.) (Ref: fig. E-4)

5-minute factor = 1.000     Adjusted rainfall =  0.503(In)
30-minute factor = 1.000    Adjusted rainfall =  1.030(In)
1-hour factor = 1.000       Adjusted rainfall =  1.360(In)
3-hour factor = 1.000       Adjusted rainfall =  2.410(In)
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DA1PrSyn100yr24013

6-hour factor = 1.000 Adjusted rainfall = 3.360(In)

24-hour factor = 1.000 Adjusted rainfall = 6.020(In)

U n i t H y d r o g r a p h

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Interval Number	'S' Graph Mean values	Unit Hydrograph ((CFS))
	(K = 52.45 (CFS))	
1	22.589	11.848
2	87.148	33.861
3	99.001	6.217
4	100.000	0.524

Peak Unit Number	Adjusted mass rainfall (In)	Unit rainfall (In)
1	0.5032	0.5032
2	0.6640	0.1608
3	0.7810	0.1169
4	0.8762	0.0952
5	0.9580	0.0818
6	1.0305	0.0725
7	1.0960	0.0655
8	1.1561	0.0601
9	1.2119	0.0558
10	1.2641	0.0522
11	1.3132	0.0491
12	1.3597	0.0465
13	1.4176	0.0579
14	1.4734	0.0558
15	1.5273	0.0539
16	1.5796	0.0522
17	1.6302	0.0507
18	1.6795	0.0493
19	1.7275	0.0480
20	1.7743	0.0468
21	1.8200	0.0457
22	1.8646	0.0446
23	1.9083	0.0437
24	1.9511	0.0428
25	1.9930	0.0419
26	2.0341	0.0411
27	2.0745	0.0404
28	2.1142	0.0397
29	2.1532	0.0390
30	2.1916	0.0384

31	2.2293	0.0378
32	2.2665	0.0372
33	2.3031	0.0366
34	2.3392	0.0361
35	2.3748	0.0356
36	2.4099	0.0351
37	2.4418	0.0319
38	2.4732	0.0314
39	2.5042	0.0310
40	2.5348	0.0306
41	2.5650	0.0302
42	2.5948	0.0298
43	2.6242	0.0294
44	2.6533	0.0291
45	2.6821	0.0287
46	2.7105	0.0284
47	2.7386	0.0281
48	2.7664	0.0278
49	2.7938	0.0275
50	2.8210	0.0272
51	2.8479	0.0269
52	2.8746	0.0266
53	2.9009	0.0264
54	2.9271	0.0261
55	2.9529	0.0259
56	2.9785	0.0256
57	3.0039	0.0254
58	3.0291	0.0252
59	3.0540	0.0249
60	3.0787	0.0247
61	3.1032	0.0245
62	3.1275	0.0243
63	3.1516	0.0241
64	3.1755	0.0239
65	3.1992	0.0237
66	3.2227	0.0235
67	3.2460	0.0233
68	3.2691	0.0231
69	3.2921	0.0230
70	3.3149	0.0228
71	3.3375	0.0226
72	3.3600	0.0225
73	3.3795	0.0196
74	3.3989	0.0194
75	3.4182	0.0192
76	3.4372	0.0191
77	3.4562	0.0190
78	3.4750	0.0188

79	3.4937	0.0187
80	3.5122	0.0185
81	3.5306	0.0184
82	3.5489	0.0183
83	3.5670	0.0181
84	3.5850	0.0180
85	3.6029	0.0179
86	3.6207	0.0178
87	3.6384	0.0177
88	3.6559	0.0175
89	3.6733	0.0174
90	3.6906	0.0173
91	3.7078	0.0172
92	3.7249	0.0171
93	3.7419	0.0170
94	3.7588	0.0169
95	3.7755	0.0168
96	3.7922	0.0167
97	3.8088	0.0166
98	3.8252	0.0165
99	3.8416	0.0164
100	3.8579	0.0163
101	3.8741	0.0162
102	3.8901	0.0161
103	3.9061	0.0160
104	3.9220	0.0159
105	3.9379	0.0158
106	3.9536	0.0157
107	3.9692	0.0156
108	3.9848	0.0156
109	4.0003	0.0155
110	4.0157	0.0154
111	4.0310	0.0153
112	4.0462	0.0152
113	4.0614	0.0152
114	4.0765	0.0151
115	4.0915	0.0150
116	4.1064	0.0149
117	4.1213	0.0149
118	4.1360	0.0148
119	4.1508	0.0147
120	4.1654	0.0146
121	4.1800	0.0146
122	4.1945	0.0145
123	4.2089	0.0144
124	4.2232	0.0144
125	4.2375	0.0143
126	4.2518	0.0142

127	4.2659	0.0142
128	4.2800	0.0141
129	4.2941	0.0140
130	4.3080	0.0140
131	4.3219	0.0139
132	4.3358	0.0138
133	4.3496	0.0138
134	4.3633	0.0137
135	4.3770	0.0137
136	4.3906	0.0136
137	4.4041	0.0136
138	4.4176	0.0135
139	4.4311	0.0134
140	4.4444	0.0134
141	4.4578	0.0133
142	4.4710	0.0133
143	4.4843	0.0132
144	4.4974	0.0132
145	4.5105	0.0131
146	4.5236	0.0131
147	4.5366	0.0130
148	4.5496	0.0130
149	4.5625	0.0129
150	4.5753	0.0129
151	4.5881	0.0128
152	4.6009	0.0128
153	4.6136	0.0127
154	4.6263	0.0127
155	4.6389	0.0126
156	4.6514	0.0126
157	4.6640	0.0125
158	4.6764	0.0125
159	4.6889	0.0124
160	4.7012	0.0124
161	4.7136	0.0123
162	4.7259	0.0123
163	4.7381	0.0122
164	4.7503	0.0122
165	4.7625	0.0122
166	4.7746	0.0121
167	4.7867	0.0121
168	4.7987	0.0120
169	4.8107	0.0120
170	4.8227	0.0120
171	4.8346	0.0119
172	4.8465	0.0119
173	4.8583	0.0118
174	4.8701	0.0118

175	4.8818	0.0118
176	4.8936	0.0117
177	4.9052	0.0117
178	4.9169	0.0116
179	4.9285	0.0116
180	4.9400	0.0116
181	4.9516	0.0115
182	4.9630	0.0115
183	4.9745	0.0115
184	4.9859	0.0114
185	4.9973	0.0114
186	5.0086	0.0113
187	5.0200	0.0113
188	5.0312	0.0113
189	5.0425	0.0112
190	5.0537	0.0112
191	5.0648	0.0112
192	5.0760	0.0111
193	5.0871	0.0111
194	5.0982	0.0111
195	5.1092	0.0110
196	5.1202	0.0110
197	5.1312	0.0110
198	5.1421	0.0109
199	5.1530	0.0109
200	5.1639	0.0109
201	5.1747	0.0108
202	5.1856	0.0108
203	5.1963	0.0108
204	5.2071	0.0108
205	5.2178	0.0107
206	5.2285	0.0107
207	5.2392	0.0107
208	5.2498	0.0106
209	5.2604	0.0106
210	5.2710	0.0106
211	5.2815	0.0105
212	5.2920	0.0105
213	5.3025	0.0105
214	5.3130	0.0105
215	5.3234	0.0104
216	5.3338	0.0104
217	5.3442	0.0104
218	5.3545	0.0103
219	5.3649	0.0103
220	5.3751	0.0103
221	5.3854	0.0103
222	5.3956	0.0102

223	5.4059	0.0102
224	5.4160	0.0102
225	5.4262	0.0102
226	5.4363	0.0101
227	5.4464	0.0101
228	5.4565	0.0101
229	5.4666	0.0101
230	5.4766	0.0100
231	5.4866	0.0100
232	5.4966	0.0100
233	5.5065	0.0100
234	5.5165	0.0099
235	5.5264	0.0099
236	5.5362	0.0099
237	5.5461	0.0099
238	5.5559	0.0098
239	5.5657	0.0098
240	5.5755	0.0098
241	5.5853	0.0098
242	5.5950	0.0097
243	5.6047	0.0097
244	5.6144	0.0097
245	5.6241	0.0097
246	5.6337	0.0096
247	5.6434	0.0096
248	5.6530	0.0096
249	5.6625	0.0096
250	5.6721	0.0096
251	5.6816	0.0095
252	5.6911	0.0095
253	5.7006	0.0095
254	5.7101	0.0095
255	5.7195	0.0094
256	5.7290	0.0094
257	5.7384	0.0094
258	5.7478	0.0094
259	5.7571	0.0094
260	5.7665	0.0093
261	5.7758	0.0093
262	5.7851	0.0093
263	5.7944	0.0093
264	5.8036	0.0093
265	5.8128	0.0092
266	5.8221	0.0092
267	5.8313	0.0092
268	5.8404	0.0092
269	5.8496	0.0092
270	5.8587	0.0091

271	5.8679	0.0091
272	5.8769	0.0091
273	5.8860	0.0091
274	5.8951	0.0091
275	5.9041	0.0090
276	5.9132	0.0090
277	5.9222	0.0090
278	5.9311	0.0090
279	5.9401	0.0090
280	5.9491	0.0089
281	5.9580	0.0089
282	5.9669	0.0089
283	5.9758	0.0089
284	5.9847	0.0089
285	5.9935	0.0089
286	6.0023	0.0088
287	6.0112	0.0088
288	6.0200	0.0088

Unit Period (number)	Unit Rainfall (In)	Unit Soil-Loss (In)	Effective Rainfall (In)
1	0.0088	0.0004	0.0084
2	0.0088	0.0004	0.0085
3	0.0089	0.0004	0.0085
4	0.0089	0.0004	0.0085
5	0.0089	0.0004	0.0085
6	0.0089	0.0004	0.0086
7	0.0090	0.0004	0.0086
8	0.0090	0.0004	0.0086
9	0.0090	0.0004	0.0086
10	0.0090	0.0004	0.0087
11	0.0091	0.0004	0.0087
12	0.0091	0.0004	0.0087
13	0.0091	0.0004	0.0088
14	0.0092	0.0004	0.0088
15	0.0092	0.0004	0.0088
16	0.0092	0.0004	0.0088
17	0.0093	0.0004	0.0089
18	0.0093	0.0004	0.0089
19	0.0093	0.0004	0.0089
20	0.0093	0.0004	0.0090
21	0.0094	0.0004	0.0090
22	0.0094	0.0004	0.0090
23	0.0094	0.0004	0.0091
24	0.0095	0.0004	0.0091
25	0.0095	0.0004	0.0091

26	0.0095	0.0004	0.0091
27	0.0096	0.0004	0.0092
28	0.0096	0.0004	0.0092
29	0.0096	0.0004	0.0092
30	0.0097	0.0004	0.0093
31	0.0097	0.0004	0.0093
32	0.0097	0.0004	0.0093
33	0.0098	0.0004	0.0094
34	0.0098	0.0004	0.0094
35	0.0099	0.0004	0.0094
36	0.0099	0.0004	0.0095
37	0.0099	0.0004	0.0095
38	0.0100	0.0004	0.0095
39	0.0100	0.0004	0.0096
40	0.0100	0.0004	0.0096
41	0.0101	0.0004	0.0097
42	0.0101	0.0004	0.0097
43	0.0102	0.0004	0.0097
44	0.0102	0.0004	0.0098
45	0.0102	0.0004	0.0098
46	0.0103	0.0004	0.0098
47	0.0103	0.0004	0.0099
48	0.0103	0.0004	0.0099
49	0.0104	0.0004	0.0100
50	0.0104	0.0004	0.0100
51	0.0105	0.0004	0.0101
52	0.0105	0.0004	0.0101
53	0.0106	0.0004	0.0101
54	0.0106	0.0004	0.0102
55	0.0107	0.0004	0.0102
56	0.0107	0.0004	0.0103
57	0.0108	0.0004	0.0103
58	0.0108	0.0004	0.0103
59	0.0108	0.0004	0.0104
60	0.0109	0.0004	0.0104
61	0.0109	0.0005	0.0105
62	0.0110	0.0005	0.0105
63	0.0110	0.0005	0.0106
64	0.0111	0.0005	0.0106
65	0.0111	0.0005	0.0107
66	0.0112	0.0005	0.0107
67	0.0112	0.0005	0.0108
68	0.0113	0.0005	0.0108
69	0.0113	0.0005	0.0109
70	0.0114	0.0005	0.0109
71	0.0115	0.0005	0.0110
72	0.0115	0.0005	0.0110
73	0.0116	0.0005	0.0111

74	0.0116	0.0005	0.0111
75	0.0117	0.0005	0.0112
76	0.0117	0.0005	0.0112
77	0.0118	0.0005	0.0113
78	0.0118	0.0005	0.0113
79	0.0119	0.0005	0.0114
80	0.0120	0.0005	0.0115
81	0.0120	0.0005	0.0115
82	0.0121	0.0005	0.0116
83	0.0122	0.0005	0.0117
84	0.0122	0.0005	0.0117
85	0.0123	0.0005	0.0118
86	0.0123	0.0005	0.0118
87	0.0124	0.0005	0.0119
88	0.0125	0.0005	0.0120
89	0.0126	0.0005	0.0121
90	0.0126	0.0005	0.0121
91	0.0127	0.0005	0.0122
92	0.0128	0.0005	0.0123
93	0.0129	0.0005	0.0124
94	0.0129	0.0005	0.0124
95	0.0130	0.0005	0.0125
96	0.0131	0.0005	0.0126
97	0.0132	0.0005	0.0127
98	0.0132	0.0005	0.0127
99	0.0133	0.0005	0.0128
100	0.0134	0.0005	0.0129
101	0.0135	0.0005	0.0130
102	0.0136	0.0005	0.0131
103	0.0137	0.0005	0.0132
104	0.0137	0.0005	0.0132
105	0.0138	0.0005	0.0133
106	0.0139	0.0005	0.0134
107	0.0140	0.0005	0.0135
108	0.0141	0.0005	0.0136
109	0.0142	0.0005	0.0137
110	0.0143	0.0005	0.0138
111	0.0144	0.0005	0.0139
112	0.0145	0.0005	0.0140
113	0.0146	0.0005	0.0141
114	0.0147	0.0005	0.0142
115	0.0149	0.0005	0.0144
116	0.0149	0.0005	0.0144
117	0.0151	0.0005	0.0146
118	0.0152	0.0005	0.0147
119	0.0153	0.0005	0.0148
120	0.0154	0.0005	0.0149
121	0.0156	0.0005	0.0151

122	0.0156	0.0005	0.0151
123	0.0158	0.0005	0.0153
124	0.0159	0.0005	0.0154
125	0.0161	0.0005	0.0156
126	0.0162	0.0005	0.0157
127	0.0164	0.0005	0.0159
128	0.0165	0.0005	0.0160
129	0.0167	0.0005	0.0162
130	0.0168	0.0005	0.0163
131	0.0170	0.0005	0.0165
132	0.0171	0.0005	0.0166
133	0.0173	0.0005	0.0168
134	0.0174	0.0005	0.0169
135	0.0177	0.0005	0.0172
136	0.0178	0.0005	0.0173
137	0.0180	0.0005	0.0175
138	0.0181	0.0005	0.0176
139	0.0184	0.0005	0.0179
140	0.0185	0.0005	0.0180
141	0.0188	0.0005	0.0183
142	0.0190	0.0005	0.0185
143	0.0192	0.0005	0.0187
144	0.0194	0.0005	0.0189
145	0.0225	0.0005	0.0220
146	0.0226	0.0005	0.0221
147	0.0230	0.0005	0.0225
148	0.0231	0.0005	0.0226
149	0.0235	0.0005	0.0230
150	0.0237	0.0005	0.0232
151	0.0241	0.0005	0.0236
152	0.0243	0.0005	0.0238
153	0.0247	0.0005	0.0242
154	0.0249	0.0005	0.0244
155	0.0254	0.0005	0.0249
156	0.0256	0.0005	0.0251
157	0.0261	0.0005	0.0256
158	0.0264	0.0005	0.0259
159	0.0269	0.0005	0.0264
160	0.0272	0.0005	0.0267
161	0.0278	0.0005	0.0273
162	0.0281	0.0005	0.0276
163	0.0287	0.0005	0.0282
164	0.0291	0.0005	0.0286
165	0.0298	0.0005	0.0293
166	0.0302	0.0005	0.0297
167	0.0310	0.0005	0.0305
168	0.0314	0.0005	0.0309
169	0.0351	0.0005	0.0346

170	0.0356	0.0005	0.0351
171	0.0366	0.0005	0.0361
172	0.0372	0.0005	0.0367
173	0.0384	0.0005	0.0379
174	0.0390	0.0005	0.0385
175	0.0404	0.0005	0.0399
176	0.0411	0.0005	0.0406
177	0.0428	0.0005	0.0423
178	0.0437	0.0005	0.0432
179	0.0457	0.0005	0.0452
180	0.0468	0.0005	0.0463
181	0.0493	0.0005	0.0488
182	0.0507	0.0005	0.0502
183	0.0539	0.0005	0.0534
184	0.0558	0.0005	0.0553
185	0.0465	0.0005	0.0460
186	0.0491	0.0005	0.0486
187	0.0558	0.0005	0.0553
188	0.0601	0.0005	0.0596
189	0.0725	0.0005	0.0720
190	0.0818	0.0005	0.0813
191	0.1169	0.0005	0.1164
192	0.1608	0.0005	0.1603
193	0.5032	0.0005	0.5027
194	0.0952	0.0005	0.0947
195	0.0655	0.0005	0.0650
196	0.0522	0.0005	0.0517
197	0.0579	0.0005	0.0574
198	0.0522	0.0005	0.0517
199	0.0480	0.0005	0.0475
200	0.0446	0.0005	0.0441
201	0.0419	0.0005	0.0414
202	0.0397	0.0005	0.0392
203	0.0378	0.0005	0.0373
204	0.0361	0.0005	0.0356
205	0.0319	0.0005	0.0314
206	0.0306	0.0005	0.0301
207	0.0294	0.0005	0.0289
208	0.0284	0.0005	0.0279
209	0.0275	0.0005	0.0270
210	0.0266	0.0005	0.0261
211	0.0259	0.0005	0.0254
212	0.0252	0.0005	0.0247
213	0.0245	0.0005	0.0240
214	0.0239	0.0005	0.0234
215	0.0233	0.0005	0.0228
216	0.0228	0.0005	0.0223
217	0.0196	0.0005	0.0191

218	0.0191	0.0005	0.0186
219	0.0187	0.0005	0.0182
220	0.0183	0.0005	0.0178
221	0.0179	0.0005	0.0174
222	0.0175	0.0005	0.0170
223	0.0172	0.0005	0.0167
224	0.0169	0.0005	0.0164
225	0.0166	0.0005	0.0161
226	0.0163	0.0005	0.0158
227	0.0160	0.0005	0.0155
228	0.0157	0.0005	0.0152
229	0.0155	0.0005	0.0150
230	0.0152	0.0005	0.0147
231	0.0150	0.0005	0.0145
232	0.0148	0.0005	0.0143
233	0.0146	0.0005	0.0141
234	0.0144	0.0005	0.0139
235	0.0142	0.0005	0.0137
236	0.0140	0.0005	0.0135
237	0.0138	0.0005	0.0133
238	0.0136	0.0005	0.0131
239	0.0134	0.0005	0.0129
240	0.0133	0.0005	0.0128
241	0.0131	0.0005	0.0126
242	0.0130	0.0005	0.0125
243	0.0128	0.0005	0.0123
244	0.0127	0.0005	0.0122
245	0.0125	0.0005	0.0120
246	0.0124	0.0005	0.0119
247	0.0122	0.0005	0.0117
248	0.0121	0.0005	0.0116
249	0.0120	0.0005	0.0115
250	0.0119	0.0005	0.0114
251	0.0118	0.0005	0.0113
252	0.0116	0.0005	0.0112
253	0.0115	0.0005	0.0111
254	0.0114	0.0005	0.0109
255	0.0113	0.0005	0.0108
256	0.0112	0.0005	0.0107
257	0.0111	0.0005	0.0106
258	0.0110	0.0005	0.0106
259	0.0109	0.0005	0.0105
260	0.0108	0.0004	0.0104
261	0.0107	0.0004	0.0103
262	0.0106	0.0004	0.0102
263	0.0105	0.0004	0.0101
264	0.0105	0.0004	0.0100
265	0.0104	0.0004	0.0099

266	0.0103	0.0004	0.0099
267	0.0102	0.0004	0.0098
268	0.0101	0.0004	0.0097
269	0.0101	0.0004	0.0096
270	0.0100	0.0004	0.0096
271	0.0099	0.0004	0.0095
272	0.0098	0.0004	0.0094
273	0.0098	0.0004	0.0094
274	0.0097	0.0004	0.0093
275	0.0096	0.0004	0.0092
276	0.0096	0.0004	0.0092
277	0.0095	0.0004	0.0091
278	0.0094	0.0004	0.0090
279	0.0094	0.0004	0.0090
280	0.0093	0.0004	0.0089
281	0.0092	0.0004	0.0089
282	0.0092	0.0004	0.0088
283	0.0091	0.0004	0.0087
284	0.0091	0.0004	0.0087
285	0.0090	0.0004	0.0086
286	0.0089	0.0004	0.0086
287	0.0089	0.0004	0.0085
288	0.0088	0.0004	0.0085

Total soil rain loss = 0.13(In)
Total effective rainfall = 5.89(In)
Peak flow rate in flood hydrograph = 19.20(CFS)

++

24 - H O U R S T O R M
R u n o f f H y d r o g r a p h

Hydrograph in 5 Minute intervals ((CFS))

```
Time(h+m) Volume Ac.Ft   Q(CFS)  0        5.0      10.0      15.0      20.0
-----------------------------------------------------------------------
  0+ 5       0.0007      0.10  Q         |         |         |         |
  0+10       0.0033      0.39  Q         |         |         |         |
  0+15       0.0064      0.44  Q         |         |         |         |
  0+20       0.0094      0.45  Q         |         |         |         |
  0+25       0.0125      0.45  Q         |         |         |         |
  0+30       0.0156      0.45  Q         |         |         |         |
  0+35       0.0187      0.45  Q         |         |         |         |
  0+40       0.0218      0.45  Q         |         |         |         |
  0+45       0.0249      0.45  Q         |         |         |         |
  0+50       0.0280      0.45  Q         |         |         |         |
```

```
0+55       0.0312      0.45  Q          |          |          |          |
1+ 0       0.0343      0.46  Q          |          |          |          |
1+ 5       0.0375      0.46  Q          |          |          |          |
1+10       0.0406      0.46  Q          |          |          |          |
1+15       0.0438      0.46  Q          |          |          |          |
1+20       0.0470      0.46  Q          |          |          |          |
1+25       0.0502      0.46  Q          |          |          |          |
1+30       0.0534      0.47  QV         |          |          |          |
1+35       0.0566      0.47  QV         |          |          |          |
1+40       0.0598      0.47  QV         |          |          |          |
1+45       0.0631      0.47  QV         |          |          |          |
1+50       0.0663      0.47  QV         |          |          |          |
1+55       0.0696      0.47  QV         |          |          |          |
2+ 0       0.0728      0.47  QV         |          |          |          |
2+ 5       0.0761      0.48  QV         |          |          |          |
2+10       0.0794      0.48  QV         |          |          |          |
2+15       0.0827      0.48  QV         |          |          |          |
2+20       0.0860      0.48  QV         |          |          |          |
2+25       0.0894      0.48  QV         |          |          |          |
2+30       0.0927      0.48  QV         |          |          |          |
2+35       0.0961      0.49  QV         |          |          |          |
2+40       0.0994      0.49  QV         |          |          |          |
2+45       0.1028      0.49  QV         |          |          |          |
2+50       0.1062      0.49  QV         |          |          |          |
2+55       0.1096      0.49  Q V        |          |          |          |
3+ 0       0.1130      0.50  Q V        |          |          |          |
3+ 5       0.1164      0.50  Q V        |          |          |          |
3+10       0.1199      0.50  Q V        |          |          |          |
3+15       0.1233      0.50  |QV        |          |          |          |
3+20       0.1268      0.50  |QV        |          |          |          |
3+25       0.1303      0.50  |QV        |          |          |          |
3+30       0.1337      0.51  |QV        |          |          |          |
3+35       0.1372      0.51  |QV        |          |          |          |
3+40       0.1408      0.51  |QV        |          |          |          |
3+45       0.1443      0.51  |QV        |          |          |          |
3+50       0.1478      0.51  |QV        |          |          |          |
3+55       0.1514      0.52  |QV        |          |          |          |
4+ 0       0.1550      0.52  |QV        |          |          |          |
4+ 5       0.1586      0.52  |QV        |          |          |          |
4+10       0.1622      0.52  |Q V       |          |          |          |
4+15       0.1658      0.52  |Q V       |          |          |          |
4+20       0.1694      0.53  |Q V       |          |          |          |
4+25       0.1730      0.53  |Q V       |          |          |          |
4+30       0.1767      0.53  |Q V       |          |          |          |
4+35       0.1804      0.53  |Q V       |          |          |          |
4+40       0.1841      0.54  |Q V       |          |          |          |
4+45       0.1878      0.54  |Q V       |          |          |          |
4+50       0.1915      0.54  |Q V       |          |          |          |
```

```
4+55        0.1952      0.54  |Q V       |          |          |          |
5+ 0        0.1990      0.55  |Q V       |          |          |          |
5+ 5        0.2028      0.55  |Q V       |          |          |          |
5+10        0.2066      0.55  |Q V       |          |          |          |
5+15        0.2104      0.55  |Q V       |          |          |          |
5+20        0.2142      0.56  |Q  V      |          |          |          |
5+25        0.2180      0.56  |Q  V      |          |          |          |
5+30        0.2219      0.56  |Q  V      |          |          |          |
5+35        0.2258      0.56  |Q  V      |          |          |          |
5+40        0.2296      0.57  |Q  V      |          |          |          |
5+45        0.2336      0.57  |Q  V      |          |          |          |
5+50        0.2375      0.57  |Q  V      |          |          |          |
5+55        0.2414      0.57  |Q  V      |          |          |          |
6+ 0        0.2454      0.58  |Q  V      |          |          |          |
6+ 5        0.2494      0.58  |Q  V      |          |          |          |
6+10        0.2534      0.58  |Q  V      |          |          |          |
6+15        0.2574      0.58  |Q  V      |          |          |          |
6+20        0.2614      0.59  |Q  V      |          |          |          |
6+25        0.2655      0.59  |Q  V      |          |          |          |
6+30        0.2696      0.59  |Q   V     |          |          |          |
6+35        0.2737      0.60  |Q   V     |          |          |          |
6+40        0.2778      0.60  |Q   V     |          |          |          |
6+45        0.2820      0.60  |Q   V     |          |          |          |
6+50        0.2861      0.61  |Q   V     |          |          |          |
6+55        0.2903      0.61  |Q   V     |          |          |          |
7+ 0        0.2945      0.61  |Q   V     |          |          |          |
7+ 5        0.2988      0.61  |Q   V     |          |          |          |
7+10        0.3030      0.62  |Q   V     |          |          |          |
7+15        0.3073      0.62  |Q   V     |          |          |          |
7+20        0.3116      0.63  |Q   V     |          |          |          |
7+25        0.3159      0.63  |Q   V     |          |          |          |
7+30        0.3203      0.63  |Q    V    |          |          |          |
7+35        0.3247      0.64  |Q    V    |          |          |          |
7+40        0.3291      0.64  |Q    V    |          |          |          |
7+45        0.3335      0.64  |Q    V    |          |          |          |
7+50        0.3380      0.65  |Q    V    |          |          |          |
7+55        0.3425      0.65  |Q    V    |          |          |          |
8+ 0        0.3470      0.66  |Q    V    |          |          |          |
8+ 5        0.3515      0.66  |Q    V    |          |          |          |
8+10        0.3561      0.66  |Q    V    |          |          |          |
8+15        0.3607      0.67  |Q    V    |          |          |          |
8+20        0.3653      0.67  |Q    V    |          |          |          |
8+25        0.3700      0.68  |Q    V    |          |          |          |
8+30        0.3747      0.68  |Q     V   |          |          |          |
8+35        0.3794      0.69  |Q     V   |          |          |          |
8+40        0.3842      0.69  |Q     V   |          |          |          |
8+45        0.3890      0.69  |Q     V   |          |          |          |
8+50        0.3938      0.70  |Q     V   |          |          |          |
```

```
 8+55       0.3986      0.70  |Q     V  |          |          |          |
 9+ 0       0.4035      0.71  |Q     V  |          |          |          |
 9+ 5       0.4084      0.71  |Q     V  |          |          |          |
 9+10       0.4134      0.72  |Q     V  |          |          |          |
 9+15       0.4184      0.72  |Q     V  |          |          |          |
 9+20       0.4234      0.73  |Q     V  |          |          |          |
 9+25       0.4285      0.74  |Q      V |          |          |          |
 9+30       0.4336      0.74  |Q      V |          |          |          |
 9+35       0.4387      0.75  |Q      V |          |          |          |
 9+40       0.4439      0.75  |Q      V |          |          |          |
 9+45       0.4491      0.76  |Q      V |          |          |          |
 9+50       0.4544      0.76  |Q      V |          |          |          |
 9+55       0.4597      0.77  |Q      V |          |          |          |
10+ 0       0.4650      0.78  |Q      V |          |          |          |
10+ 5       0.4704      0.78  |Q      V |          |          |          |
10+10       0.4759      0.79  |Q      V |          |          |          |
10+15       0.4814      0.80  |Q       V|          |          |          |
10+20       0.4869      0.80  |Q       V|          |          |          |
10+25       0.4925      0.81  |Q       V|          |          |          |
10+30       0.4981      0.82  |Q       V|          |          |          |
10+35       0.5038      0.82  |Q       V|          |          |          |
10+40       0.5095      0.83  |Q       V|          |          |          |
10+45       0.5153      0.84  |Q       V|          |          |          |
10+50       0.5211      0.85  |Q       V|          |          |          |
10+55       0.5270      0.85  |Q       V|          |          |          |
11+ 0       0.5330      0.86  |Q        V          |          |          |
11+ 5       0.5390      0.87  |Q        V          |          |          |
11+10       0.5450      0.88  |Q        V          |          |          |
11+15       0.5512      0.89  |Q        V          |          |          |
11+20       0.5573      0.90  |Q        V          |          |          |
11+25       0.5636      0.91  |Q        V          |          |          |
11+30       0.5699      0.92  |Q        V          |          |          |
11+35       0.5763      0.93  |Q        V          |          |          |
11+40       0.5828      0.94  |Q        V          |          |          |
11+45       0.5893      0.95  |Q        |V         |          |          |
11+50       0.5959      0.96  |Q        |V         |          |          |
11+55       0.6026      0.97  |Q        |V         |          |          |
12+ 0       0.6094      0.98  |Q        |V         |          |          |
12+ 5       0.6164      1.03  | Q       |V         |          |          |
12+10       0.6242      1.13  | Q       |V         |          |          |
12+15       0.6322      1.16  | Q       |V         |          |          |
12+20       0.6404      1.18  | Q       | V        |          |          |
12+25       0.6485      1.19  | Q       | V        |          |          |
12+30       0.6569      1.21  | Q       | V        |          |          |
12+35       0.6653      1.22  | Q       | V        |          |          |
12+40       0.6738      1.24  | Q       | V        |          |          |
12+45       0.6824      1.25  | Q       | V        |          |          |
12+50       0.6911      1.27  | Q       |  V       |          |          |
```

```
12+55       0.7000      1.28  | Q       |  V      |         |         |
13+ 0       0.7090      1.30  | Q       |  V      |         |         |
13+ 5       0.7181      1.32  | Q       |  V      |         |         |
13+10       0.7273      1.34  | Q       |  V      |         |         |
13+15       0.7367      1.36  | Q       |  V      |         |         |
13+20       0.7462      1.38  | Q       |   V     |         |         |
13+25       0.7559      1.40  | Q       |   V     |         |         |
13+30       0.7658      1.43  | Q       |   V     |         |         |
13+35       0.7758      1.45  | Q       |   V     |         |         |
13+40       0.7860      1.48  | Q       |   V     |         |         |
13+45       0.7963      1.51  |  Q      |   V     |         |         |
13+50       0.8069      1.54  |  Q      |    V    |         |         |
13+55       0.8177      1.56  |  Q      |    V    |         |         |
14+ 0       0.8287      1.60  |  Q      |    V    |         |         |
14+ 5       0.8401      1.66  |  Q      |    V    |         |         |
14+10       0.8525      1.80  |  Q      |     V   |         |         |
14+15       0.8652      1.85  |  Q      |     V   |         |         |
14+20       0.8783      1.89  |  Q      |     V   |         |         |
14+25       0.8916      1.93  |  Q      |     V   |         |         |
14+30       0.9053      1.99  |  Q      |      V  |         |         |
14+35       0.9193      2.03  |   Q     |      V  |         |         |
14+40       0.9337      2.09  |   Q     |      V  |         |         |
14+45       0.9484      2.15  |   Q     |      V  |         |         |
14+50       0.9637      2.22  |   Q     |       V |         |         |
14+55       0.9794      2.28  |   Q     |       V |         |         |
15+ 0       0.9957      2.37  |   Q     |       V |         |         |
15+ 5       1.0126      2.45  |   Q     |        V|         |         |
15+10       1.0302      2.56  |    Q    |        V|         |         |
15+15       1.0485      2.66  |    Q    |        V|         |         |
15+20       1.0678      2.80  |    Q    |         V         |         |
15+25       1.0869      2.78  |    Q    |         V         |         |
15+30       1.1042      2.51  |    Q    |         V         |         |
15+35       1.1222      2.62  |    Q    |         |V        |         |
15+40       1.1422      2.90  |    Q    |         |V        |         |
15+45       1.1645      3.24  |     Q   |         |V        |         |
15+50       1.1907      3.80  |      Q  |         | V       |         |
15+55       1.2225      4.61  |        Q|         |  V      |         |
16+ 0       1.2664      6.38  |         | Q       |  V      |         |
16+ 5       1.3501     12.15  |         |         |   QV    |         |
16+10       1.4824     19.20  |         |         |      V  |       Q |
16+15       1.5319      7.19  |         |   Q     |       V |         |
16+20       1.5571      3.67  |      Q  |         |        V|         |
16+25       1.5770      2.88  |    Q    |         |        V|         |
16+30       1.5970      2.91  |    Q    |         |         V         |
16+35       1.6156      2.70  |    Q    |         |         V         |
16+40       1.6327      2.48  |   Q     |         |         V         |
16+45       1.6486      2.31  |   Q     |         |         |V        |
16+50       1.6635      2.17  |   Q     |         |         |V        |
```

```
16+55       1.6776      2.05  |   Q     |         |         |V        |
17+ 0       1.6911      1.95  |  Q      |         |         |V        |
17+ 5       1.7037      1.83  |  Q      |         |         | V       |
17+10       1.7151      1.66  |  Q      |         |         | V       |
17+15       1.7259      1.58  |  Q      |         |         | V       |
17+20       1.7364      1.51  |  Q      |         |         | V       |
17+25       1.7464      1.46  | Q       |         |         | V       |
17+30       1.7562      1.41  | Q       |         |         |  V      |
17+35       1.7656      1.37  | Q       |         |         |  V      |
17+40       1.7747      1.33  | Q       |         |         |  V      |
17+45       1.7836      1.29  | Q       |         |         |  V      |
17+50       1.7923      1.26  | Q       |         |         |  V      |
17+55       1.8007      1.22  | Q       |         |         |  V      |
18+ 0       1.8089      1.19  | Q       |         |         |   V     |
18+ 5       1.8167      1.13  | Q       |         |         |   V     |
18+10       1.8237      1.02  | Q       |         |         |   V     |
18+15       1.8304      0.98  |Q        |         |         |   V     |
18+20       1.8370      0.95  |Q        |         |         |   V     |
18+25       1.8434      0.93  |Q        |         |         |   V     |
18+30       1.8497      0.91  |Q        |         |         |   V     |
18+35       1.8558      0.89  |Q        |         |         |   V     |
18+40       1.8618      0.87  |Q        |         |         |    V    |
18+45       1.8677      0.86  |Q        |         |         |    V    |
18+50       1.8735      0.84  |Q        |         |         |    V    |
18+55       1.8792      0.83  |Q        |         |         |    V    |
19+ 0       1.8848      0.81  |Q        |         |         |    V    |
19+ 5       1.8903      0.80  |Q        |         |         |    V    |
19+10       1.8957      0.78  |Q        |         |         |    V    |
19+15       1.9010      0.77  |Q        |         |         |    V    |
19+20       1.9063      0.76  |Q        |         |         |    V    |
19+25       1.9114      0.75  |Q        |         |         |    V    |
19+30       1.9165      0.74  |Q        |         |         |     V   |
19+35       1.9215      0.73  |Q        |         |         |     V   |
19+40       1.9264      0.72  |Q        |         |         |     V   |
19+45       1.9313      0.71  |Q        |         |         |     V   |
19+50       1.9361      0.70  |Q        |         |         |     V   |
19+55       1.9408      0.69  |Q        |         |         |     V   |
20+ 0       1.9455      0.68  |Q        |         |         |     V   |
20+ 5       1.9501      0.67  |Q        |         |         |     V   |
20+10       1.9546      0.66  |Q        |         |         |     V   |
20+15       1.9591      0.65  |Q        |         |         |     V   |
20+20       1.9636      0.64  |Q        |         |         |     V   |
20+25       1.9680      0.64  |Q        |         |         |      V  |
20+30       1.9723      0.63  |Q        |         |         |      V  |
20+35       1.9766      0.62  |Q        |         |         |      V  |
20+40       1.9808      0.62  |Q        |         |         |      V  |
20+45       1.9850      0.61  |Q        |         |         |      V  |
20+50       1.9892      0.60  |Q        |         |         |      V  |
```

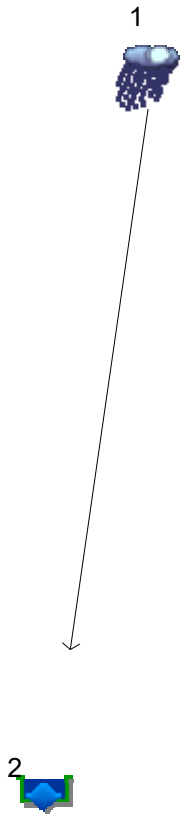
```
   20+55       1.9933      0.60  |Q         |          |          |       V  |
   21+ 0       1.9974      0.59  |Q         |          |          |       V  |
   21+ 5       2.0014      0.58  |Q         |          |          |       V  |
   21+10       2.0054      0.58  |Q         |          |          |       V  |
   21+15       2.0093      0.57  |Q         |          |          |       V  |
   21+20       2.0132      0.57  |Q         |          |          |       V  |
   21+25       2.0171      0.56  |Q         |          |          |       V  |
   21+30       2.0210      0.56  |Q         |          |          |        V |
   21+35       2.0248      0.55  |Q         |          |          |        V |
   21+40       2.0285      0.55  |Q         |          |          |        V |
   21+45       2.0323      0.54  |Q         |          |          |        V |
   21+50       2.0360      0.54  |Q         |          |          |        V |
   21+55       2.0397      0.53  |Q         |          |          |        V |
   22+ 0       2.0433      0.53  |Q         |          |          |        V |
   22+ 5       2.0469      0.53  |Q         |          |          |        V |
   22+10       2.0505      0.52  |Q         |          |          |        V |
   22+15       2.0541      0.52  |Q         |          |          |        V |
   22+20       2.0576      0.51  |Q         |          |          |        V |
   22+25       2.0611      0.51  |Q         |          |          |        V |
   22+30       2.0646      0.51  |Q         |          |          |        V |
   22+35       2.0681      0.50  |Q         |          |          |        V |
   22+40       2.0715      0.50  Q          |          |          |        V |
   22+45       2.0749      0.49  Q          |          |          |         V|
   22+50       2.0783      0.49  Q          |          |          |         V|
   22+55       2.0816      0.49  Q          |          |          |         V|
   23+ 0       2.0850      0.48  Q          |          |          |         V|
   23+ 5       2.0883      0.48  Q          |          |          |         V|
   23+10       2.0916      0.48  Q          |          |          |         V|
   23+15       2.0948      0.47  Q          |          |          |         V|
   23+20       2.0981      0.47  Q          |          |          |         V|
   23+25       2.1013      0.47  Q          |          |          |         V|
   23+30       2.1045      0.46  Q          |          |          |         V|
   23+35       2.1076      0.46  Q          |          |          |         V|
   23+40       2.1108      0.46  Q          |          |          |         V|
   23+45       2.1139      0.46  Q          |          |          |         V|
   23+50       2.1171      0.45  Q          |          |          |         V|
   23+55       2.1202      0.45  Q          |          |          |         V|
   24+ 0       2.1232      0.45  Q          |          |          |         V|
   24+ 5       2.1256      0.34  Q          |          |          |         V|
   24+10       2.1260      0.06  Q          |          |          |         V|
   24+15       2.1260      0.00  Q          |          |          |         V|
----------------------------------------------------------------------------
```

APPENDIX E

Hydraflow Hydrographs Report

Watershed Model Schematic

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2025



Legend

Hyd.	Origin	Description
1	Manual	Post-developed DA1
2	Reservoir	routing stormtech

Hydrograph Summary Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2025

Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	Hydrograph Description
1	Manual	12.57	5	970	58,332	------	------	------	Post-developed DA1
2	Reservoir	0.061	5	1200	681	1	773.10	35,953	routing stormtech

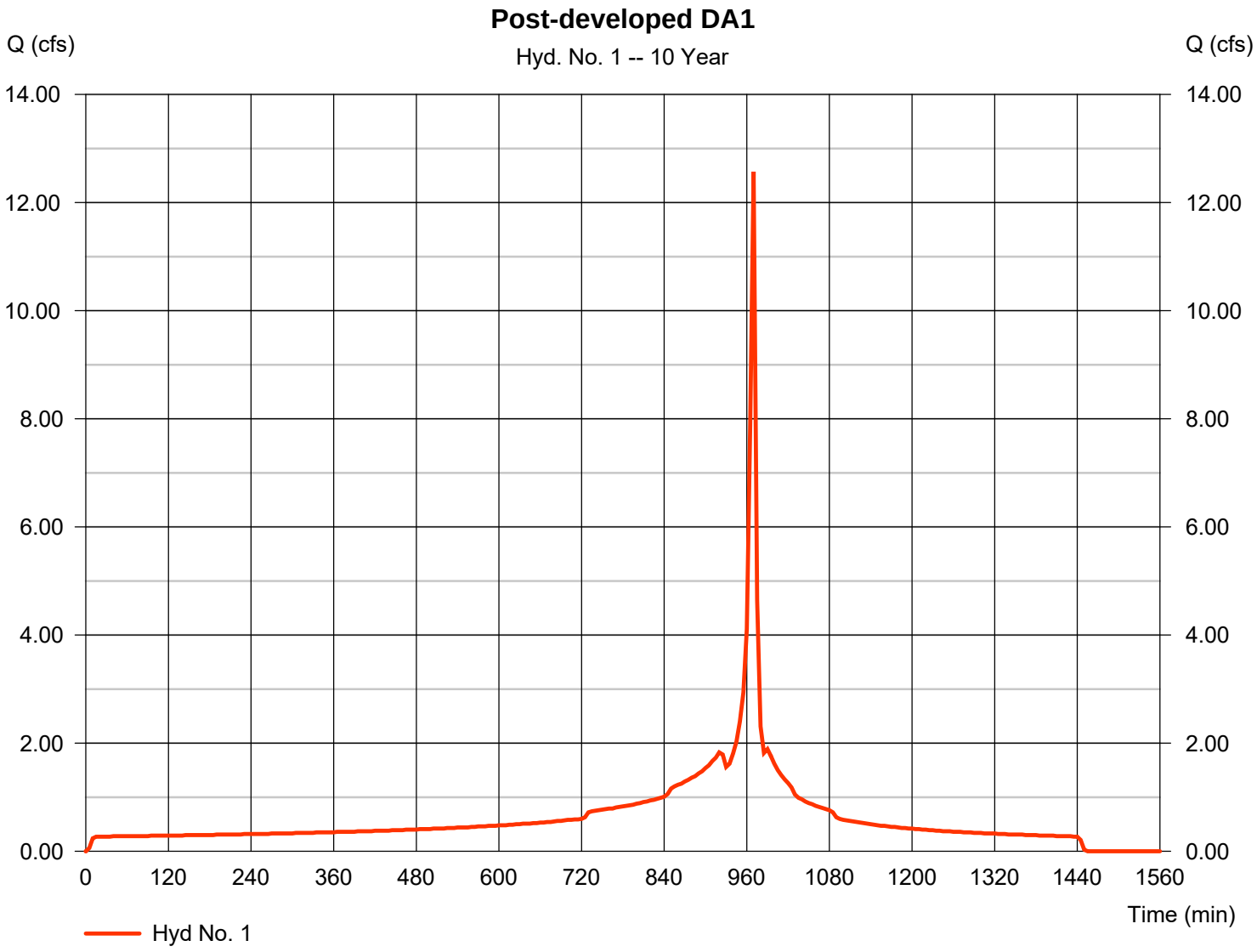
Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2025 Monday, 10 / 6 / 2025

Hyd. No. 1

Post-developed DA1

Hydrograph type	= Manual	Peak discharge	= 12.57 cfs
Storm frequency	= 10 yrs	Time to peak	= 970 min
Time interval	= 5 min	Hyd. volume	= 58,332 cuft



Hydrograph Report

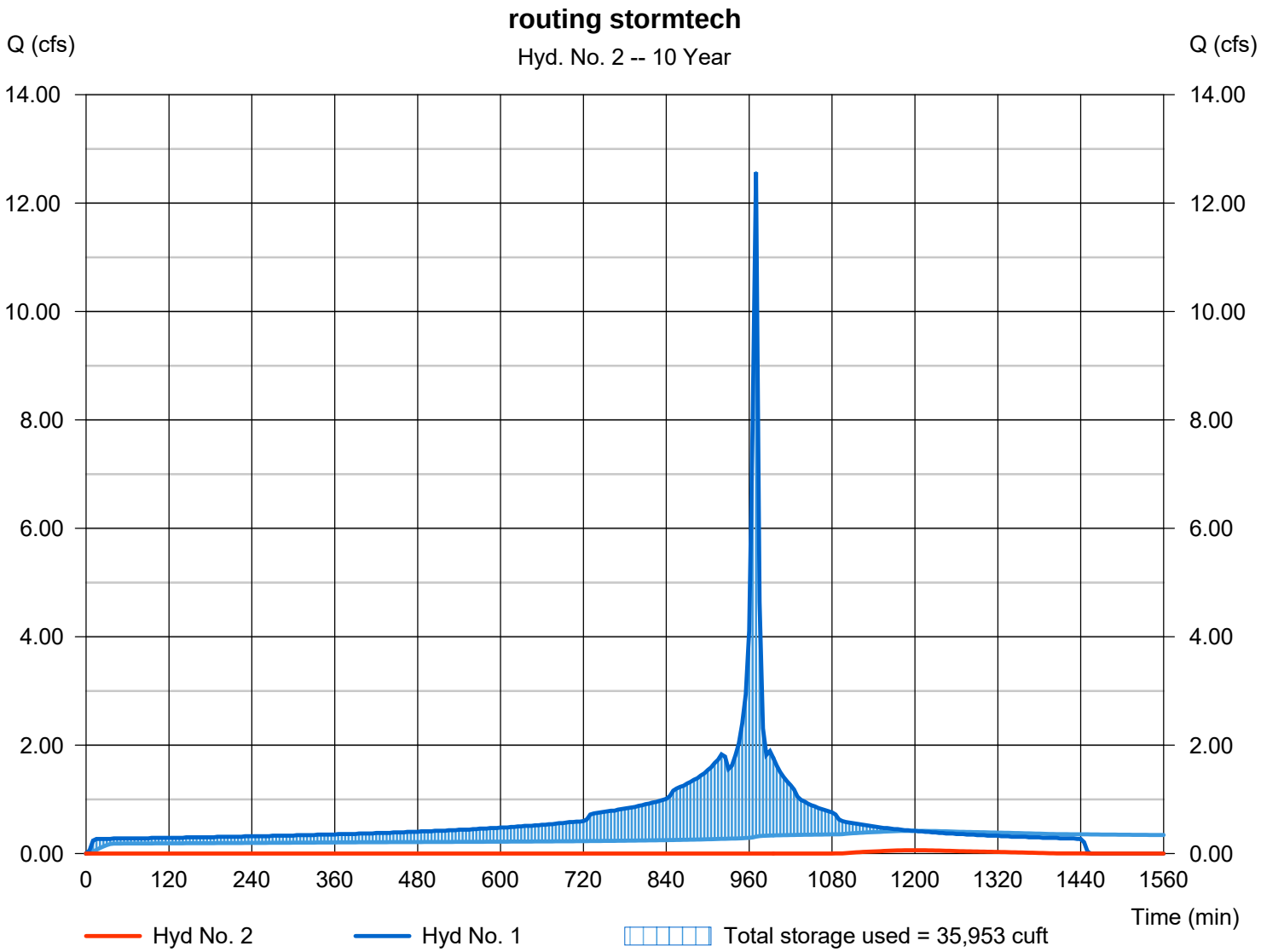
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2025 Monday, 10 / 6 / 2025

Hyd. No. 2

routing stormtech

Hydrograph type	=	Reservoir	Peak discharge	=	0.061 cfs
Storm frequency	=	10 yrs	Time to peak	=	1200 min
Time interval	=	5 min	Hyd. volume	=	681 cuft
Inflow hyd. No.	=	1 - Post-developed DA1	Max. Elevation	=	773.10 ft
Reservoir name	=	MC-4500 Stormtech	Max. Storage	=	35,953 cuft

Storage Indication method used. Exfiltration extracted from Outflow.



Pond Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2025 Monday, 10 / 6 / 2025

Pond No. 1 - MC-4500 Stormtech

Pond Data

UG Chambers -Invert elev. = 769.45 ft, Rise x Span = 4.65 x 7.24 ft, Barrel Len = 150.00 ft, No. Barrels = 8, Slope = 0.00%, Headers = No
Encasement -Invert elev. = 768.70 ft, Width = 9.08 ft, Height = 6.75 ft, Voids = 40.00%

Stage / Storage Table

Stage (ft)	Elevation (ft)	Contour area (sqft)	Incr. Storage (cuft)	Total storage (cuft)
0.00	768.70	n/a	0	0
0.68	769.38	n/a	2,943	2,943
1.35	770.05	n/a	6,062	9,004
2.03	770.72	n/a	6,387	15,391
2.70	771.40	n/a	6,240	21,631
3.38	772.08	n/a	6,002	27,633
4.05	772.75	n/a	5,648	33,281
4.72	773.42	n/a	5,122	38,403
5.40	774.10	n/a	4,179	42,582
6.08	774.78	n/a	2,943	45,524
6.75	775.45	n/a	2,943	48,467

Culvert / Orifice Structures

		[A]	[B]	[C]	[PrfRsr]
Rise (in)	=	18.00	0.00	0.00	0.00
Span (in)	=	18.00	0.00	0.00	0.00
No. Barrels	=	1	0	0	0
Invert El. (ft)	=	773.00	0.00	0.00	0.00
Length (ft)	=	48.00	0.00	0.00	0.00
Slope (%)	=	2.10	0.00	0.00	n/a
N-Value	=	.013	.013	.013	n/a
Orifice Coeff.	=	0.60	0.60	0.60	0.60
Multi-Stage	=	n/a	No	No	No

Weir Structures

		[A]	[B]	[C]	[D]
Crest Len (ft)	=	0.00	0.00	0.00	0.00
Crest El. (ft)	=	0.00	0.00	0.00	0.00
Weir Coeff.	=	3.33	3.33	3.33	3.33
Weir Type	=	---	---	---	---
Multi-Stage	=	No	No	No	No

Exfil.(in/hr) = 0.720 (by Wet area)
TW Elev. (ft) = 0.00

Note: Culvert/Orifice outflows are analyzed under inlet (ic) and outlet (oc) control. Weir risers checked for orifice conditions (ic) and submergence (s).

Stage / Storage / Discharge Table

Stage ft	Storage cuft	Elevation ft	Clv A cfs	Clv B cfs	Clv C cfs	PrfRsr cfs	Wr A cfs	Wr B cfs	Wr C cfs	Wr D cfs	Exfil cfs	User cfs	Total cfs
0.00	0	768.70	0.00	---	---	---	---	---	---	---	0.000	---	0.000
0.68	2,943	769.38	0.00	---	---	---	---	---	---	---	0.209	---	0.209
1.35	9,004	770.05	0.00	---	---	---	---	---	---	---	0.236	---	0.236
2.03	15,391	770.72	0.00	---	---	---	---	---	---	---	0.263	---	0.263
2.70	21,631	771.40	0.00	---	---	---	---	---	---	---	0.290	---	0.290
3.38	27,633	772.08	0.00	---	---	---	---	---	---	---	0.317	---	0.317
4.05	33,281	772.75	0.00	---	---	---	---	---	---	---	0.344	---	0.344
4.72	38,403	773.42	0.92 ic	---	---	---	---	---	---	---	0.371	---	1.286
5.40	42,582	774.10	4.96 ic	---	---	---	---	---	---	---	0.398	---	5.361
6.08	45,524	774.78	8.61 ic	---	---	---	---	---	---	---	0.425	---	9.038
6.75	48,467	775.45	11.09 ic	---	---	---	---	---	---	---	0.452	---	11.54

Hydrograph Summary Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2025

Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	Hydrograph Description
1	Manual	19.20	5	970	92,610	------	------	------	Post-developed DA1
2	Reservoir	8.788	5	975	31,614	1	774.82	45,708	routing stormtech

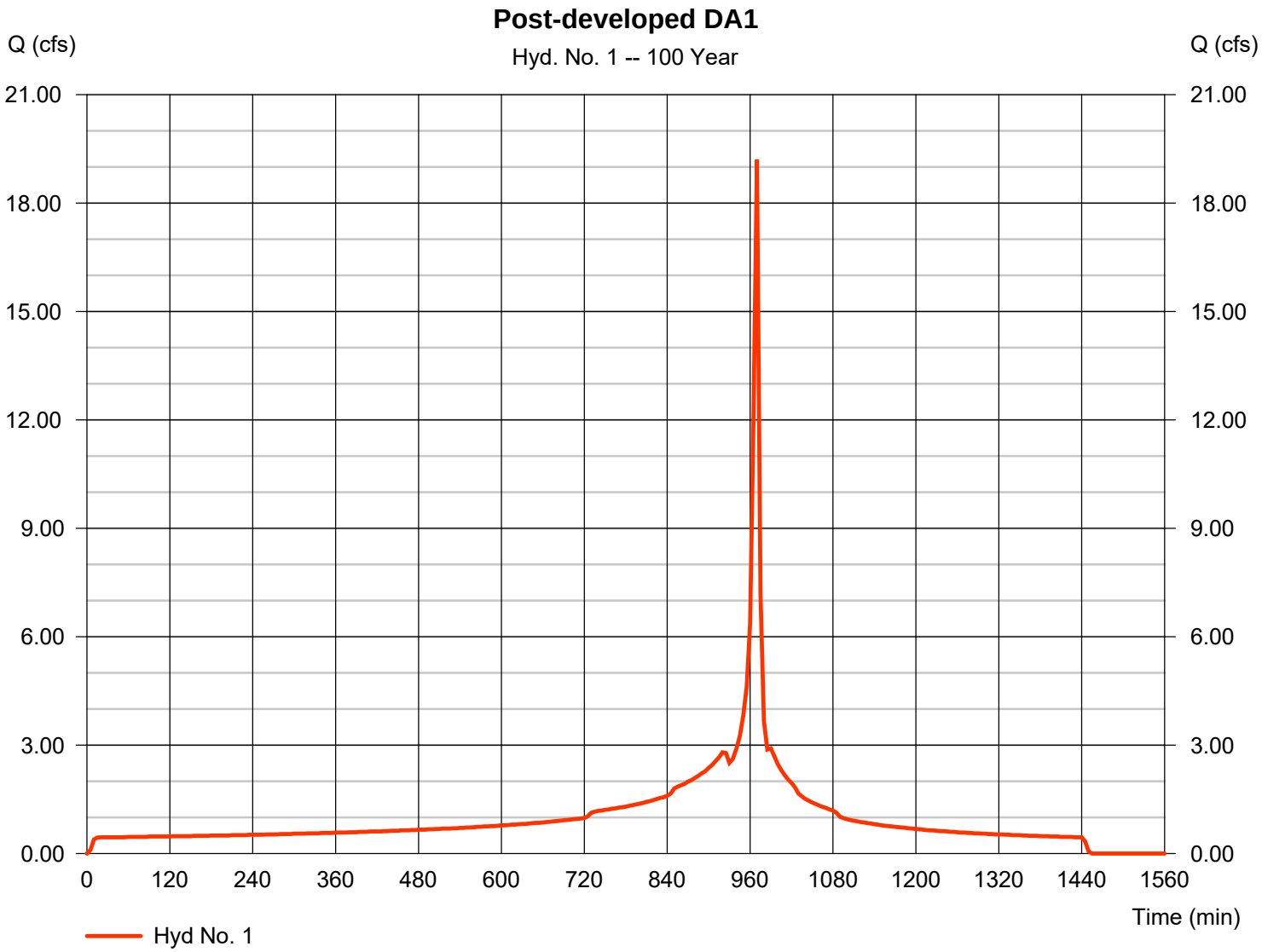
Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2025 Monday, 10 / 6 / 2025

Hyd. No. 1

Post-developed DA1

Hydrograph type	= Manual	Peak discharge	= 19.20 cfs
Storm frequency	= 100 yrs	Time to peak	= 970 min
Time interval	= 5 min	Hyd. volume	= 92,610 cuft



Hydrograph Report

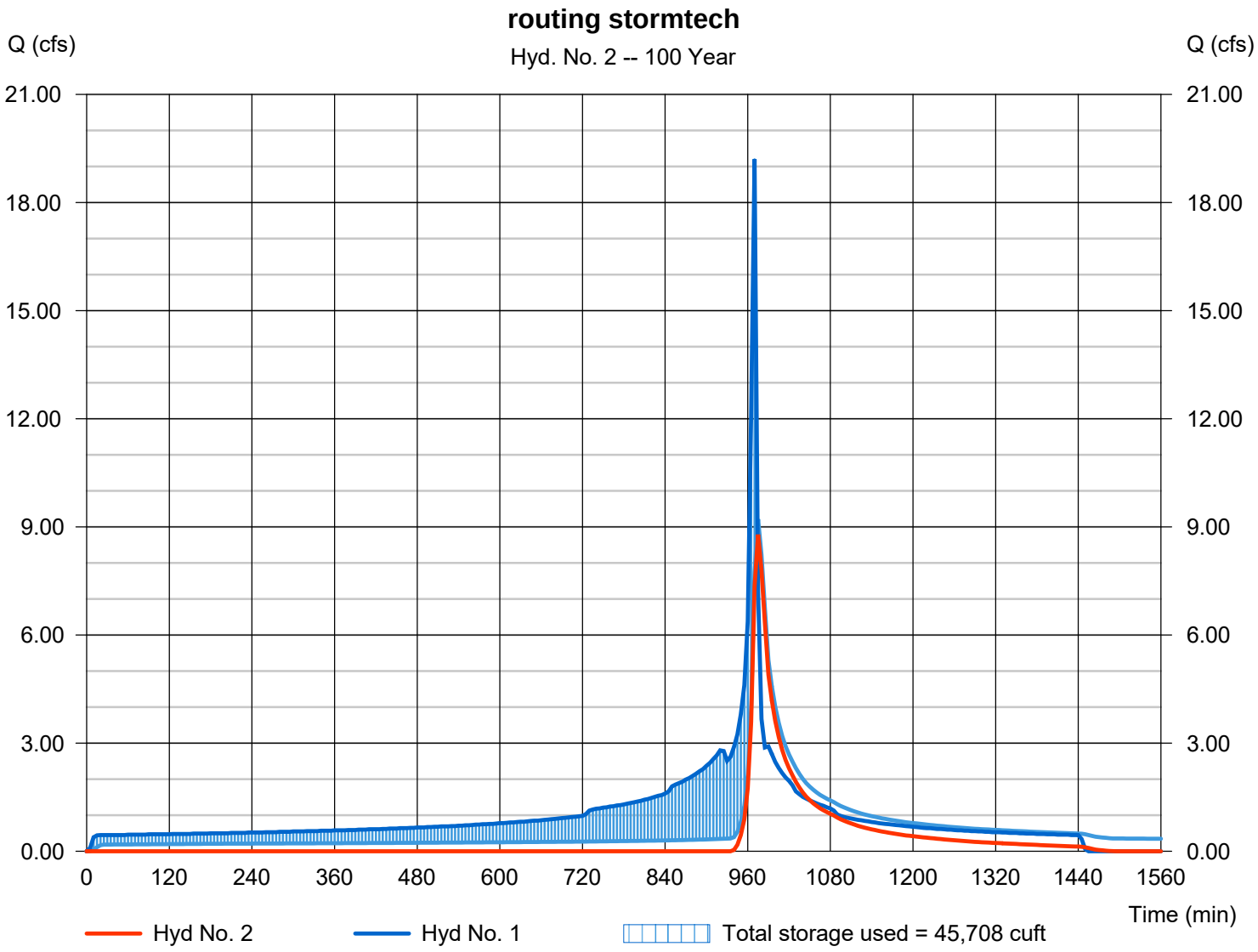
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2025 Monday, 10 / 6 / 2025

Hyd. No. 2

routing stormtech

Hydrograph type	= Reservoir	Peak discharge	= 8.788 cfs
Storm frequency	= 100 yrs	Time to peak	= 975 min
Time interval	= 5 min	Hyd. volume	= 31,614 cuft
Inflow hyd. No.	= 1 - Post-developed DA1	Max. Elevation	= 774.82 ft
Reservoir name	= MC-4500 Stormtech	Max. Storage	= 45,708 cuft

Storage Indication method used. Exfiltration extracted from Outflow.



Hydraflow Table of Contents

stormtech.gpw

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2025

Monday, 10 / 6 / 2025

Watershed Model Schematic **1**

10 - Year

Summary Report **2**

Hydrograph Reports **3**

Hydrograph No. 1, Manual, Post-developed DA1 3

Hydrograph No. 2, Reservoir, routing stormtech 4

Pond Report - MC-4500 Stormtech 5

100 - Year

Summary Report **6**

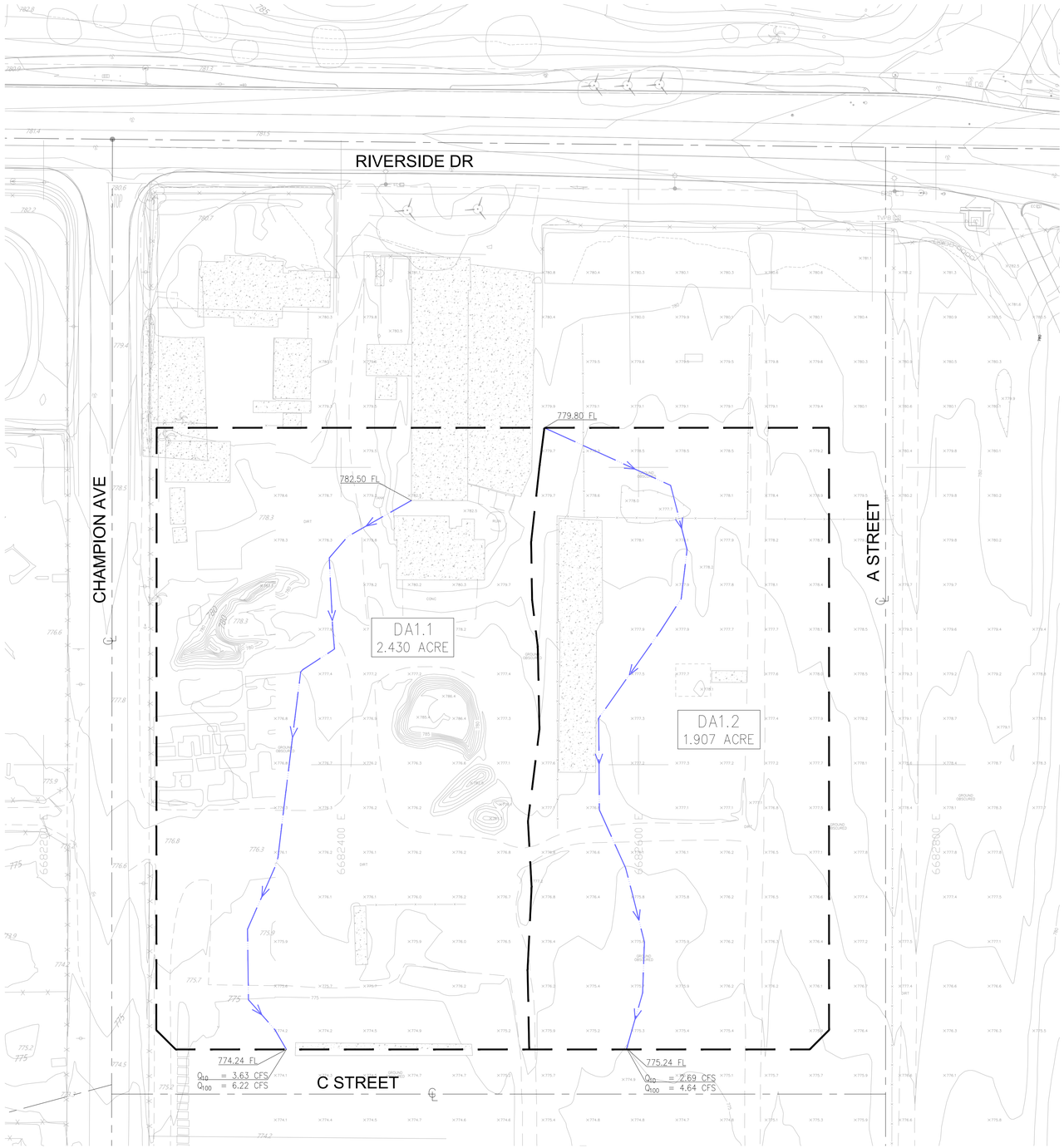
Hydrograph Reports **7**

Hydrograph No. 1, Manual, Post-developed DA1 7

Hydrograph No. 2, Reservoir, routing stormtech 8

APPENDIX F

Existing Hydrology Map – Synthetic Unit Hydrograph Method
Post-developed Hydrology Map – Synthetic Unit Hydrograph Method
Post-developed Hydrology Map – Rational Method



ABBREVIATIONS:

FL – FLOWLINE
FG – FINISHED GROUND

LEGEND:

Q_2=X.XX CFS – 2-YEAR FLOW RATE
Q_{10}=X.XX CFS – 10-YEAR FLOW RATE
Q_{100}=X.XX CFS – 100-YEAR FLOW RATE

DRAINAGE SUBAREA BOUNDARY

DRAINAGE FLOW PATH

DAX — DRAINGE AREA SUB-BASIN NUMBER
X.XXX ACRE — SUB-BASIN AREA IN ACRES

SUMMARY

DRAINAGE AREA NO	TOTAL (ACRE)	IMPERVIOUS (ACRE)	PERMEABLE (ACRE)	IMPERVIOUS (%)	FLOW PATH (FT)	SLOPE (%)
DA1.1	2.430	0.200	2.230	8.23	425	1.9
DA1.2	1.907	0.109	1.798	5.71	498	0.9

Underground Service Alert of 811
TWO WORKING DAYS BEFORE YOU DIG

PRE-DEVELOPED HYDROLOGY MAP
SYNTHETIC UNIT HYDROGRAPH METHOD

SCALE 1" = 40'

N

40' 0' 40' 80' 120'
GRAPHIC SCALE: 1"=40'

E:\PROJECTS\24-013 Marriott Hotel (near Stadium) Ontario CA\PG

REVISIONS			
MARK	DATE	BY	DESCRIPTION

DESIGNED BY: DA
DATE: 06/10/2025
DRAWN BY: PS
DATE: 06/10/2025
CHECKED BY:
DATE:

CITY OF ONTARIO

RECOMMENDED BY: BRYAN LIRLEY P.E., ASSISTANT CITY ENGINEER DATE
APPROVED BY: KHOI DO P.E., CITY ENGINEER DATE

BENCH MARK: ELEV. 781.27 FEET
LOCATION:
BENCHMARK=HELD FOUND MONUMENTS FROM CAD FILE PROVIDED BY HARIYA (CL INTERSECTION OF RIVERSIDE & ONTARIO) EL=781.27
BASIS OF BEARINGS HELD OUR GPS FILE HERE SURVEY AND MOVED TO THE INTERSECTION OF RIVERSIDE & ONTARIO WHICH FIT CAD BEARING FOR ONTARIO AVE.
COMBO 0.9999737169 / 1.0000262849 SCALED AROUND INTERSECTION OF RIVERSIDE & ONTARIO AVE

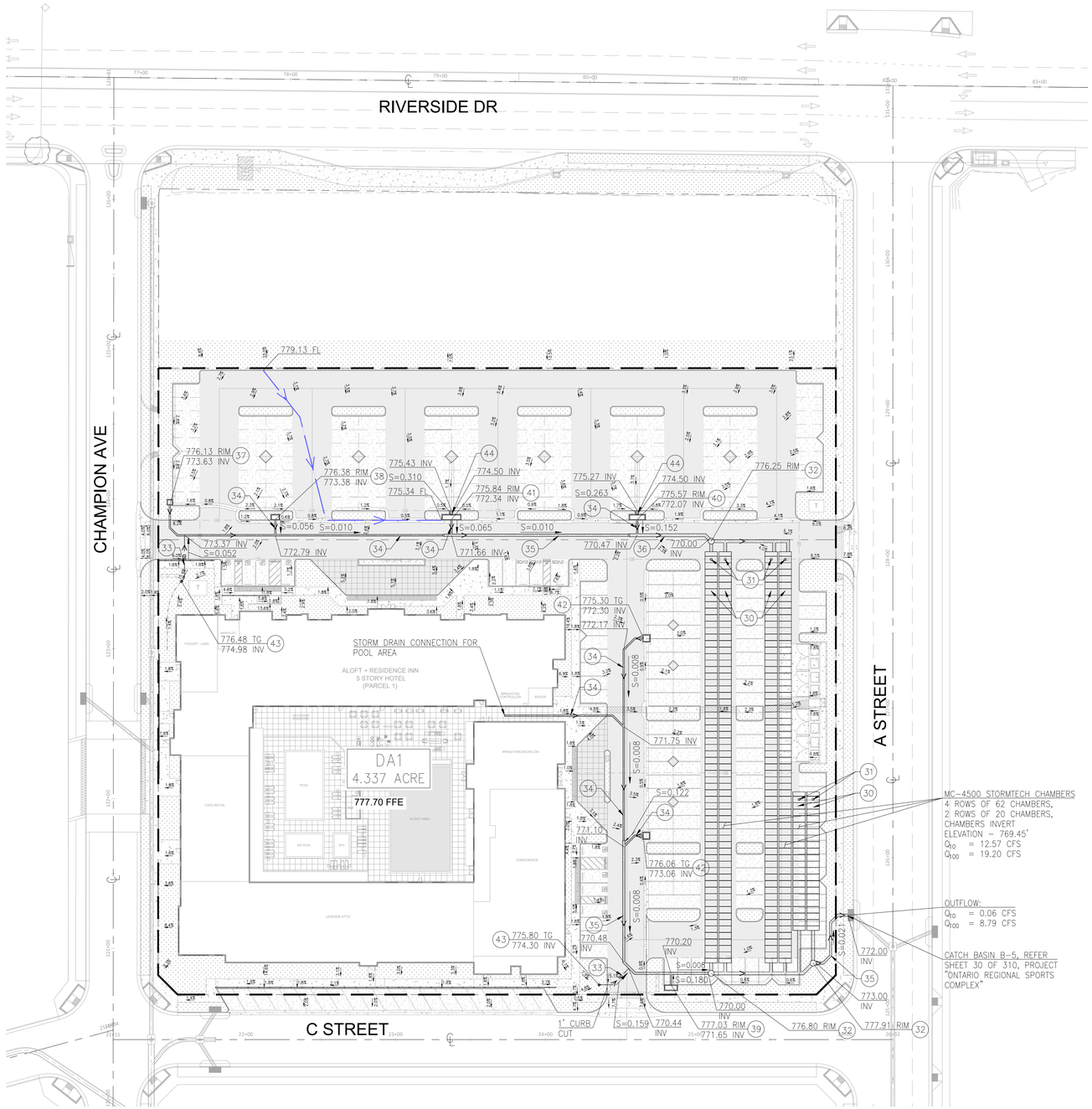
REGISTERED PROFESSIONAL ENGINEER MANOJ BABULAL HARIYA NO. 74429 CIVIL STATE OF CALIFORNIA

HARIYA INC
26121 Wallack Place, Loma Linda, CA 92354
(909)499-8270
MANOJ HARIYA R.C.E. 74429 DATE

ALOFT-RESIDENCE INN HOTEL

PRE-DEVELOPED HYDROLOGY MAP
SYNTHETIC UNIT HYDROGRAPH METHOD

SHEET 01 OF 03
CONTRACT
ACCOUNT
DWG. NO.



STORM DRAIN CONSTRUCTION NOTES

30. INSTALL STORMTECH MC-4500 UNDERGROUND CHAMBER.
31. INSTALL STORMTECH MC-4500 INSPECTION PORT.
32. INSTALL 48" STORM DRAIN MANHOLE
33. INSTALL 6" HDPE STORM DRAIN LINE
34. INSTALL 12" HDPE STORM DRAIN LINE.
35. INSTALL 18" HDPE STORM DRAIN LINE.
36. INSTALL 24" HDPE STORM DRAIN LINE.
37. INSTALL 3' WIDE FLOGARD CURB INLET.
38. INSTALL 5' WIDE FLOGARD CURB INLET.
39. INSTALL 8' WIDE FLOGARD CURB INLET.
40. INSTALL 10' WIDE FLOGARD CURB INLET.
41. INSTALL 12' WIDE FLOGARD CURB INLET.
42. INSTALL 48" X 48" STANDARD DEPTH FLOGARD FLAT GRATED INLET
43. INSTALL 6" ATRIUM GRATE INLET.
44. INSTALL 3.5" X 12" RECTANGULAR DRAIN PIPE PER FOUNDRY SERVICE AND SUPPLIES, INC. STD.

MC-4500 STORMTECH CHAMBERS
4 ROWS OF 62 CHAMBERS,
2 ROWS OF 20 CHAMBERS,
CHAMBERS INVERT
ELEVATION - 769.45'
Q_{10} = 12.57 CFS
Q_{100} = 19.20 CFS

OUTFLOW:
Q_{10} = 0.06 CFS
Q_{100} = 8.79 CFS

CATCH BASIN B-5, REFER
SHEET 30 OF 310, PROJECT
"ONTARIO REGIONAL SPORTS
COMPLEX"

SUMMARY						
DRAINAGE AREA NO	TOTAL (ACRE)	IMPERVIOUS (ACRE)	PERMEABLE (ACRE)	IMPERVIOUS (%)	FLOW PATH (FT)	SLOPE (%)
DA1	4.337	3.867	0.470	89.16	188	2.0

ABBREVIATIONS:

FL – FLOWLINE
FG – FINISHED GROUND

LEGEND:

XXXX.XX FL – FLOW LINE
Q_{10}=XX.XX CFS – 10-YEAR FLOW RATE
Q_{100}=XX.XX CFS – 100-YEAR FLOW RATE

DRAINAGE SUBAREA BOUNDARY

DRAINAGE FLOW PATH

DAX – DRAINAGE AREA SUB-BASIN NUMBER
X.XXX ACRE – SUB-BASIN AREA IN ACRES

Underground Service Alert of

811

TWO WORKING DAYS BEFORE YOU DIG

POST-DEVELOPED HYDROLOGY MAP
SYNTHETIC UNIT HYDROGRAPH METHOD
SCALE 1" =40'

40' 0' 40' 80' 120'
GRAPHIC SCALE: 1"=40'

REVISIONS			
MARK	DATE	BY	DESCRIPTION

DESIGNED BY: DA
DATE: 06/10/2025
DRAWN BY: PS
DATE: 06/10/2025
CHECKED BY:
DATE:

CITY OF ONTARIO

RECOMMENDED BY: BRYAN LIRLEY P.E., ASSISTANT CITY ENGINEER DATE
APPROVED BY: KHOI DO P.E., CITY ENGINEER DATE

BENCH MARK: ELEV. 781.27 FEET
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BENCHMARK=HELD FOUND MONUMENTS FROM CAD FILE PROVIDED BY HARIYA (CL INTERSECTION OF RIVERSIDE & ONTARIO) EL=781.27
BASIS OF BEARINGS HELD OUR GPS FILE HERE SURVEY AND MOVED TO THE INTERSECTION OF RIVERSIDE & ONTARIO WHICH FIT CAD BEARING FOR ONTARIO AVE.
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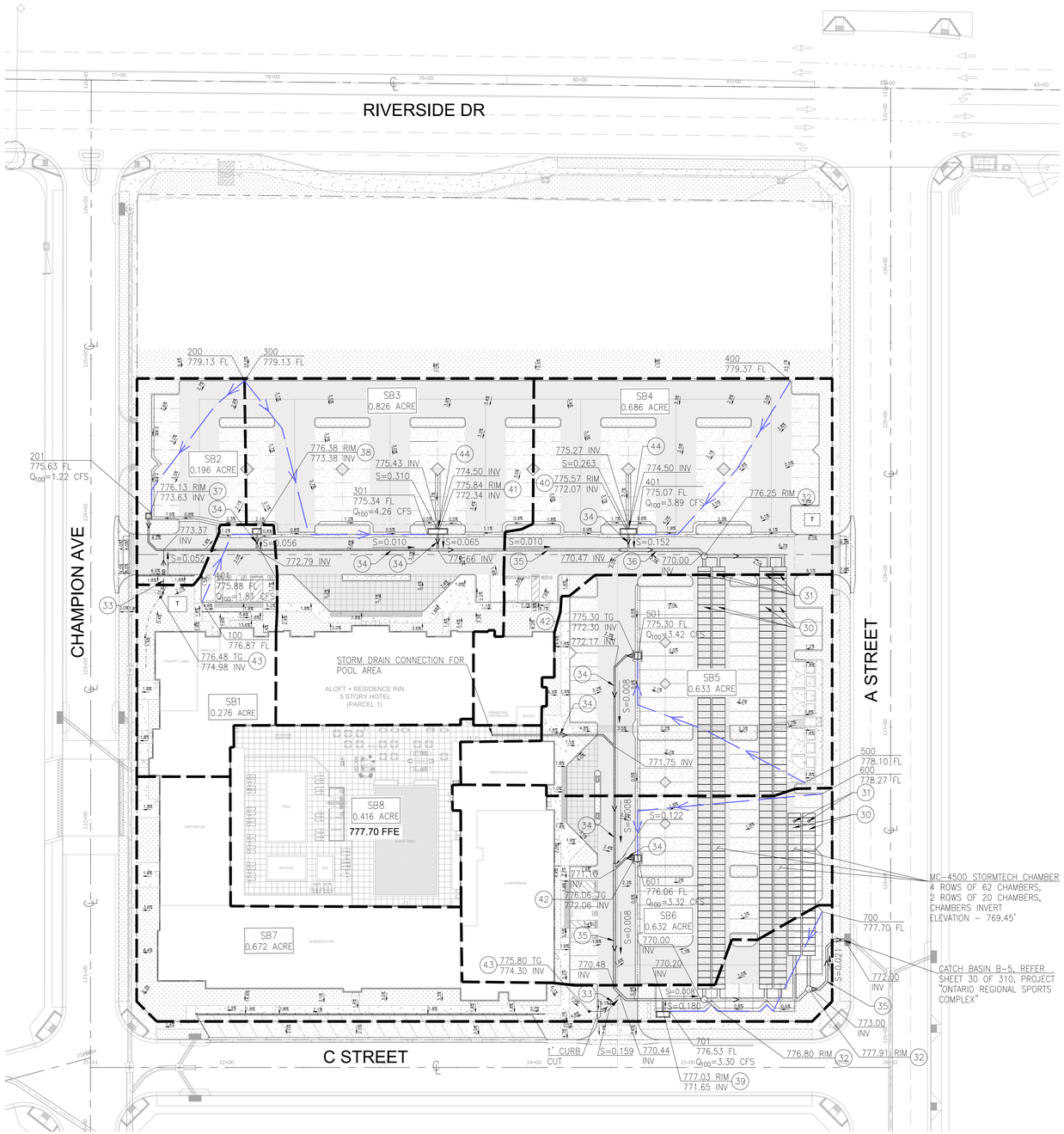
MANOJ HARIYA R.C.E. 74429 DATE

ALOFT-RESIDENCE INN HOTEL

POST-DEVELOPED HYDROLOGY MAP
SYNTHETIC UNIT HYDROGRAPH METHOD

SHEET 02 OF 03
CONTRACT
ACCOUNT
DWG. NO.

E:\PROJECTS\24-013 Marriott Hotel (near Stadium) Ontario CA\PG



STORM DRAIN CONSTRUCTION NOTES

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(42) INSTALL 48" X 48" STANDARD DEPTH FLOGARD FLAT GRATED INLET
(43) INSTALL 6" ATRIUM GRATE INLET,
(44) INSTALL 3.5" X 12" RECTANGULAR DRAIN PIPE PER FOUNDRY SERVICE AND SUPPLIES, INC. STD,

SUMMARY OF INLET CAPACITY CALCULATION

DRAINAGE AREA NO	TOTAL (ACRE)	FLOW PATH (FT)	SLOPE (%)	IMPERVIOUS (%)	Q100 (CFS)	INLET TYPE	CAPACITY OF INLET (CFS)	REMARK
SB1	0.276	62	1.6	74.11	1.81	5' WIDE STD DEPTH FLOGARD CURB INLET	2.00	IT'S OK AS THE CAPACITY IS MORE THAN TO Q_{100}
SB2	0.196	109	3.2	84.03	1.22	3' WIDE STD DEPTH FLOGARD CURB INLET	1.25	IT'S OK AS THE CAPACITY IS MORE THAN TO Q_{100}
SB3	0.826	188	2.0	92.56	4.26	12' WIDE STD DEPTH FLOGARD CURB INLET	5.02	IT'S OK AS THE CAPACITY IS MORE THAN TO Q_{100}
SB4	0.686	151	2.8	89.68	3.89	10' WIDE STD DEPTH FLOGARD CURB INLET	4.01	IT'S OK AS THE CAPACITY IS MORE THAN TO Q_{100}
SB5	0.633	150	1.9	90.42	3.42	48" x 48" FLOGARD FLAT GRATED INLET	3.90	IT'S OK AS THE CAPACITY IS MORE THAN TO Q_{100}
SB6	0.632	149	1.5	93.43	3.32	48" x 48" FLOGARD FLAT GRATED INLET	3.90	IT'S OK AS THE CAPACITY IS MORE THAN TO Q_{100}
SB7	0.672	146	0.8	77.60	3.30	8' WIDE STD DEPTH FLOGARD CURB INLET	3.51	IT'S OK AS THE CAPACITY IS MORE THAN TO Q_{100}

ABBREVIATIONS:

FL – FLOWLINE
FG – FINISHED GROUND

LEGEND:

XXXX.XX FL – FLOW LINE
Q_{10}=XX.XX CFS – 10-YEAR FLOW RATE
Q_{100}=XX.XX CFS – 100-YEAR FLOW RATE

DRAINAGE SUBAREA BOUNDARY

DRAINAGE FLOW PATH

SBX – DRAINAGE AREA SUB-BASIN NUMBER
X.XXX ACRE – SUB-BASIN AREA IN ACRES

N

40' 0' 40' 80' 120'
GRAPHIC SCALE: 1"=40'

POST-DEVELOPED HYDROLOGY MAP
RATIONAL METHOD

SCALE 1" = 40'

Underground Service Alert of
811
TWO WORKING DAYS BEFORE YOU DIG

E:\PROJECTS\24-013 Marriott Hotel (near Stadium) Ontario CA\PG

REVISIONS			
MARK	DATE	BY	DESCRIPTION

DESIGNED BY: DA
DATE: 06/10/2025
DRAWN BY: PS
DATE: 06/10/2025
CHECKED BY:
DATE:

CITY OF ONTARIO

RECOMMENDED BY: BRYAN LIRLEY P.E., ASSISTANT CITY ENGINEER DATE
APPROVED BY: KHOI DO P.E., CITY ENGINEER DATE

BENCH MARK: ELEV. 781.27 FEET
LOCATION:
BENCHMARK=HELD FOUND MONUMENTS FROM CAD FILE PROVIDED BY HARIYA (CL INTERSECTION OF RIVERSIDE & ONTARIO) EL=781.27
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COMBO 0.9999737169 / 1.0000262849 SCALED AROUND INTERSECTION OF RIVERSIDE & ONTARIO AVE

REGISTERED PROFESSIONAL ENGINEER MANOJ BABULAL HARIYA NO. 74429 CIVIL STATE OF CALIFORNIA

HARIYA INC
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(909)499-8270
MANOJ HARIYA R.C.E. 74429 DATE

ALOFT-RESIDENCE INN HOTEL
POST-DEVELOPED HYDROLOGY MAP
RATIONAL METHOD

SHEET 03 OF 03
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ACCOUNT
DWG. NO.

StormTech®
Detention • Retention • Recharge
Subsurface Stormwater Management℠

MC-4500 Site Calculator

Project Information:

Project Name:	Marriott Hotel
Location:	Hellman Avenue, Ontario CA
Date:	06-10-2025
Engineer:	Deepak
StormTech RPM:	

System Requirements

Units		Imperial	
Required Storage Volume		48500	CF
Stone Porosity (Industry Standard = 40%)		40	%
Stone Above Chambers	(12 inch min.)	12	inches
Stone Foundation Depth	(9 inch min.)	9	inches
Average Cover over Chambers	(24 inch min.)	24	inches
Bed size controlled by WIDTH or LENGTH?		WIDTH	
Limiting WIDTH or LENGTH dimension		75	feet
Storage Volume per Chamber		162.6	CF
Storage Volume per End Cap		108.6	CF

System Sizing

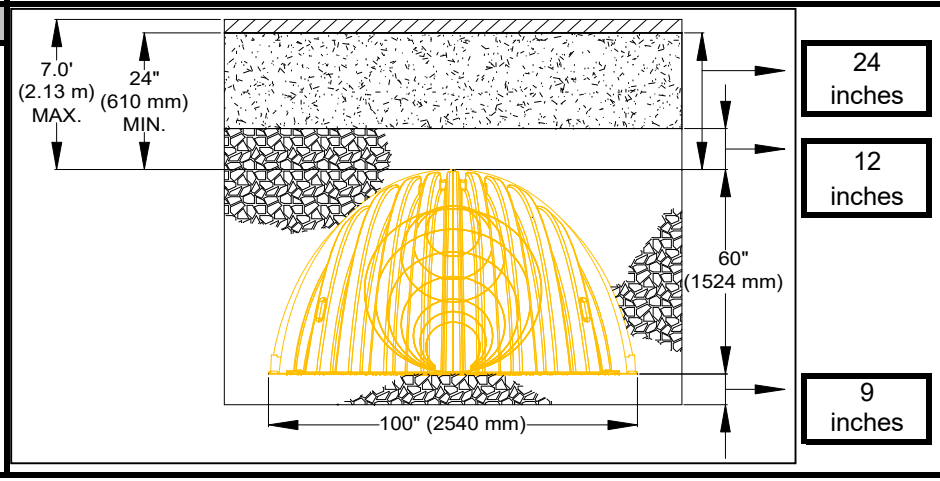
Number of Chambers Required	288	each
Number of End Caps Required	16	each
Bed Size (including perimeter stone)	11,236	square feet
Stone Required (including perimeter stone)	2342	tons
Volume of Excavation	3225	cubic yards
Non-woven Filter Fabric Required (20% Safety Factor)	3403	square yards
Length of Isolator Row	152.0	feet
Woven Isolator Row Fabric (20% Safety Factor)	418	square yards
Installed Storage Volume	48,566	cubic feet

Controlled by Width (Rows)

Maximum Width =	75	feet

8 rows of 36 chambers

Maximum Length =	152.0	feet
Maximum Width =	73.9	feet



TECHNICAL MEMORANDUM

DATE	November 17, 2025
TO	Tracy Chu, Project Manager T&B Planning
ADDRESS	3200 El Camino Real, Suite 100 Irvine, CA 92602
FROM	Nicole Vermilion, Principal Lance Park, Senior Associate II Chris Shields, Senior Associate II Lexie Zimny, Associate I
SUBJECT	Noise & Vibration Technical Memorandum for Hotel Ontario Aloft + Residence Inn Project
PROJECT NUMBER	T&B-02

PlaceWorks' technical staff has prepared a noise and vibration memorandum to support the environmental documentation required under the California Environmental Quality Act (CEQA) for the proposed amendments to the Ontario Regional Sports Complex and Hotel Ontario Aloft + Residence Inn Project (together referred to as the "Proposed Project") compared to the previously approved Ontario Regional Sport Complex (ORSC).

Project Background and Prior Environmental Analysis

This memorandum was prepared to support an Addendum to the previously approved ORSC Environmental Impact Report (Certified EIR) (State Clearinghouse [SCH] No. 2023110328) for the Proposed Project. The memorandum has been prepared in accordance with the provisions of Section 21166 of the CEQA statute and Sections 15162 and 15164 of the CEQA Guidelines.

The land use plan for the ORSC (Approved Project) designates land uses within seven planning areas (PA)—Baseball Stadium (PA 1), Commercial Retail (PA 2), Baseball Stadium Retail-Hospitality (PA 3), Baseball Stadium Retail-Hospitality South (PA 4), City Park–Active Fields (PA 5), City Park–Indoor Athletic Facility (PA 6), and Community Recreation Center (PA 7). The Approved Project allows for up to 540,750 square feet of commercial building space, 450,000 square feet of stadium space (110,000 square feet of conditioned space and 340,000 square feet of unconditioned space), and 272,000 square feet of parking structures on the 199-gross-acre site. The EIR for the ORSC was certified in August 2024.

CERTIFIED EIR MITIGATION MEASURES

The Certified EIR determined that the following noise mitigation measures would be applicable to future individual projects under the Approved Project on PA 2, 3, and 4.

N-1 The construction contractor shall implement the following measures during construction activities on the ORSC site and Offsite Improvement Area. These measures shall be identified on demolition, grading, and/or building permits.

- Prior to construction activities that warrant nighttime construction (e.g., infrastructure work, concrete pours, etc.), the construction contractor shall install noise pathway controls, including noise barriers and enclosures free from gaps and holes, which shall be placed as close as possible to construction areas. The temporary noise barrier shall be a sufficient height to block the direct line-of-sight between the on-site construction areas and off-site noise sensitive receptors and shall be a minimum of 6 feet tall and shall be constructed out of wood or other materials with a minimum surface weight of approximately 2.5 pounds per square foot.
- Construction equipment operating on a site shall be equipped with the appropriate manufacturer's noise reduction devices, including but not limited to a manufacturer's muffler (or equivalently rated material) that is free of rust, holes, and exhaust leaks.
- Noise from construction devices with internal combustion engines shall be mitigated by ensuring that the engine's housing doors are kept closed, and by using noise-insulating material mounted on the engine housing that does not interfere with the manufacturer's guidelines for engine operation or exhaust.
- Portable compressors, generators, pumps, and other such devices shall be covered with noise-insulating fabric to the maximum extent possible that does not interfere with the manufacturer's guidelines for engine operation or exhaust, and shall further reduce noise by operating the device at lower engine speeds during the work to the maximum extent possible.
- Idling on-site of heavy-duty diesel vehicles with Gross Vehicle Weight Rating of 10,000 pounds shall be limited to no longer than five minutes while parking, standing, or stopping, as per 13 California Code of Regulations Section 2485, Airborne Toxic Control Measure to Limit Diesel-Fueled Commercial Motor Vehicle Idling.
- Quieter back-up alarms on construction equipment shall be used whenever feasible.
- Construction vehicles shall be strategically positioned to minimize operation near receptors and avoiding tailgate slamming to the extent possible.

N-2 HVAC Equipment, Planning Area 6 Indoor Athletic Facility Building. An acoustics study shall be provided to the City of Ontario prior to building permit issuance for the indoor athletic facility in Planning Area 6 that documents compliance with the overnight noise levels in the City's municipal code (45 dBA at single-family residences from 10:00 pm to 7:00 am). HVAC equipment for the indoor athletic facility shall be designed and/or placed to yield a sound level less than 58 dBA at 50 feet. Noise associated with operation of heating and cooling equipment shall be minimized by the design and strategic placement of equipment.

N-3 HVAC Equipment, Planning Areas 2, 3, 4, and 7 Buildings. An acoustics study shall be provided to the City of Ontario prior to building permit issuance for new structures with HVAC systems in Planning Areas 2, 3, 4, and 7 that documents compliance with the overnight noise levels in the City's municipal code (45 dBA at single-family residences from 10:00 pm to 7:00 am). HVAC equipment for the indoor athletic facility shall be designed and/or placed to yield a sound level less than 65 dBA at 50 feet to ensure compliance would result in a noise level of approximately 44 dBA at residential land uses to the east along Plymouth Avenue. Noise associated with operation of heating and cooling equipment shall be minimized by the design and strategic placement of equipment.

Project Location

The ORSC is in the southern portion of Ontario, which is known as the Ontario Ranch. The ORSC site is bounded to the north by Riverside Drive, to the south by Chino Avenue, to the west by the unimproved right-of-way (ROW) for Vineyard Avenue, and to the east by the Cucamonga Creek Flood Control Channel. The Proposed Project, which covers PAs 2 through 4 of the ORSC, is largely concentrated in the northeastern portion of the ORSC. PA 2 and PA 3 border Riverside Drive; PA 2 borders the Cucamonga Creek Flood Control Channel; and PA 4 is bordered by PAs 2, 3, and 5.

The proposed hotel and retail building (Aloft & Residence Inn) is in a 3.41-acre portion of PA 2 of the ORSC. This site encompasses three assessor's parcel numbers (APNs): 0218-111-12-0-000, 0218-111-49-0-000, and 0218-111-50-0-000. This site has a General Plan designation of Hospitability (HOS) and a zoning designation of Convention Center Support Commercial (CCS). The site is bounded by Riverside Drive to the north, Hellman Avenue and the baseball stadium of PA 1 to the west, A Street and the Cucamonga Flood Control Channel to the east, and C Street to the south.

Project Description

The Proposed Project encompasses the amendments to the ORSC to relocate and reconfigure the hotel and retail building space across PAs 2 through 4 as well as construction and operation of the proposed Aloft & Residence Inn Hotel in PA 2. As shown in Table 1, *Approved Project and Proposed Project Comparison*, across all three PAs, the hotel space would increase from 70,000 square feet with 100 rooms to up to 170,000 square feet with 249 rooms, and the retail building space would diminish from 180,000 square feet to 72,144 square feet, resulting in a net decrease of building space—from 250,000 square feet to 242,144 square feet—across all retail and hotel uses in those three PAs.

The proposed Aloft & Residence Inn is a five-story hotel complex consisting of 249 rooms across the second through fifth floors and a retail/conference area on the first floor. The retail/conference area would include conference rooms, a "hall of fame" area, a Yogurtland, and a café. A courtyard on the first floor of the hotel would consist of a patio, three pool areas, and an event area with artificial turf. The total proposed Aloft & Residence Inn building is anticipated to consist of up to 195,700 square feet. The proposed Aloft & Residence Inn would also have two parking areas with a total of 197 parking stalls and an off-site sidewalk improvement.

Table 1 Approved Project and Proposed Project Comparison

Land Use	Approved Project	Proposed Project	Difference
PA 2 Commercial Retail			
Retail/Commercial, East	45,000 Sq Ft	25,631 Sq Ft	-19,369 Sq Ft
Hotel	0 Sq Ft	170,000 Sq Ft 249 Rooms	170,000 Sq Ft 249 Rooms
PA 3 Baseball Stadium Retail Stadium Retail and Hospitality			
Retail/Commercial	21,000 Sq Ft	10,000 Sq Ft	-11,000 Sq Ft
Hotel	70,000 Sq Ft 100 Rooms	0 Sq Ft 0 Rooms	-70,000 Sq Ft -100 Rooms
PA 4 Baseball Stadium Retail and Hospitality South			
Retail/Commercial	114,000 Sq Ft	36,513 Sq Ft	-77,487 Sq Ft

Table 1 Approved Project and Proposed Project Comparison

Land Use	Approved Project	Proposed Project	Difference
TOTAL Retail Space	**180,000 Sq Ft**	**72,144 Sq Ft**	**-107,856 Sq Ft**
TOTAL Hotel Space	**70,000 Sq Ft** **100 Rooms**	**170,000 Sq Ft** **249 Rooms**	**100,000 Sq Ft** **149 Rooms**
TOTAL Building Space PAs 2 to 4	**250,000 Sq Ft** **100 Rooms**	**242,144 Sq Ft** 249 Rooms	**-7,856 Sq Ft** **149 Rooms**

Environmental Setting

NOISE FUNDAMENTALS

Noise is defined as unwanted sound and, when overexposed, is known to have several adverse effects on people, including hearing loss, speech and sleep interference, physiological responses, and annoyance. Based on these known adverse effects of noise, state and city governments have established criteria to protect public health and safety and to prevent the disruption of certain human activities, such as classroom instruction, communication, or sleep.

Noise Terminology

» Sound. A disturbance created by a vibrating object, which, when transmitted by pressure waves through a medium such as air, is capable of being detected by a receiving mechanism, such as the human ear or a microphone.

» Noise. Sound that is loud, unpleasant, unexpected, or otherwise undesirable.

» Decibel (dB). A unitless measure of sound on a logarithmic scale.

» A-Weighted Decibel (dBA). An overall frequency-weighted sound level in decibels that approximates the frequency response of the human ear.

» Equivalent Continuous Noise Level (Leq); also called the Energy-Equivalent Noise Level. The value of an equivalent, steady sound level which, in a stated time period (often over an hour) and at a stated location, has the same A-weighted sound energy as the time-varying sound. Thus, the Leq metric is a single numerical value that represents the equivalent amount of variable sound energy received by a receptor over the specified duration.

» Statistical Sound Level (Ln). The sound level that is exceeded “n” percent of time during a given sample period. For example, the L50 level is the statistical indicator of the time-varying noise signal that is exceeded 50 percent of the time (during each sampling period); that is, half of the sampling time, the changing noise levels are above this value and half of the time they are below it. This is called the “median sound level.” The L10 level, likewise, is the value that is exceeded 10 percent of the time (i.e., near the maximum) and this is often known as the “intrusive sound level.” The L90 is the sound level exceeded 90 percent of the time and is often considered the “effective background level” or “residual noise level.”

- **Day-Night Sound Level (DNL).** The energy-average of the A-weighted sound levels occurring during a 24-hour period, with 10 dB added to the sound levels occurring during the period from 10:00 pm to 7:00 am.

- **Community Noise Equivalent Level (CNEL).** The energy average of the A-weighted sound levels occurring during a 24-hour period, with 5 dB added from 7:00 pm to 10:00 pm and 10 dB from 10:00 pm to 7:00 am. For general community/environmental noise, CNEL and DNL values rarely differ by more than 1 dB (with the CNEL being only slightly more restrictive, that is, higher than the Ldn value). As a matter of practice, DNL and CNEL values are interchangeable and are treated as equivalent in this assessment.

- **Sensitive Receptor.** Noise- and vibration-sensitive receptors include land uses where quiet environments are necessary for enjoyment and public health and safety. Residences, schools, motels and hotels, libraries, religious institutions, hospitals, and nursing homes are examples.

- **Peak Particle Velocity (PPV).** The peak rate of speed at which soil particles move (e.g., inches per second) due to ground vibration.

- **Vibration Decibel (VdB).** A unitless measure of vibration, expressed on a logarithmic scale and with respect to a defined reference vibration velocity. In the U.S., the standard reference velocity is 1 micro-inch per second (1x10-6 in/sec).

EXISTING NOISE ENVIRONMENT

The Proposed Project involves PAs 2 through 4 of the ORSC. The primary noise source for this portion of the ORSC is traffic noise on Riverside Drive, located north of these PAs. Noise measurements conducted in October 2023 for the Certified EIR measured noise levels at the Cucamonga Creek Channel adjacent to PA 2 and at South Whispering Lakes Lane approximately 1,400 feet northwest of PA 3. The 24-hour noise level measured at the Cucamonga Creek Channel was 59 dBA CNEL, and the average hourly Leq during the daytime was 52 dBA Leq. The 24-hour noise level at South Whispering Lakes Lane was 58 dBA CNEL, and the average hourly Leq during the daytime was 53 dBA Leq.

Existing traffic noise modeled for the Certified EIR estimated that traffic noise at the Whispering Lake Golf Course north of the ORSC was between 47 and 73 dBA CNEL, and traffic noise along the Cucamonga Creek Channel was between 36 and 67 dBA CNEL.

SENSITIVE RECEPTORS

Certain land uses are particularly sensitive to noise and vibration. These uses include residences, schools, hospital facilities, houses of worship, and open space/recreation areas where quiet environments are necessary for the enjoyment, public health, and safety of the community. The nearest receptors to the ORSC PAs involved in the Proposed Project are the residences east of the ORSC on Plymouth Avenue, approximately 140 feet east of PA 2. The backyards of these residences have an approximately 6-foot concrete sound wall that runs along the western boundary of the residences. These receptors were referred to within the noise analysis of the Certified EIR as Receptor Group 5. Figure 5.13-2, *Noise-Sensitive Receptor Groups*, in the Certified EIR (see Attachment A) shows the location and boundaries of all receptor groups analyzed in the Certified EIR.

Applicable Standards

STATE NOISE REGULATIONS

California Building Code

The California Building Code (CBC) (California Code of Regulations Title 24, Part 2), Volume 1, Chapter 12, Section 1207.11.2, Allowable Interior Noise Levels, requires interior noise levels attributable to exterior sources to not exceed 45 dBA in any habitable room. The noise metric is evaluated as either the day-night average sound level (Ldn) or the community noise equivalent level (CNEL), whichever is consistent with the noise element of the local general plan.

The California Green Building Standards Code (CALGreen) has requirements for insulation that affects exterior-interior noise transmission for nonresidential structures. Pursuant to CALGreen Section 5.507.4, Acoustical Control, an architectural acoustics study may be required when a project site is within a 65 dBA CNEL or L_{dn} noise contour of an airport, freeway or expressway, railroad, industrial source, or fixed-guideway source. Where noise contours are not readily available, if buildings are exposed to a noise level of 65 dBA L_{eq} during any hour of operation, specific wall and ceiling assembly and sound-rated windows may be necessary to reduce interior noise to acceptable levels.

LOCAL NOISE REGULATIONS

The Ontario Plan

The Ontario Plan 2050 safety element is designed to limit excessive community noise exposure through effective and guided land use compatibility planning. Table 2, *Ontario Noise Level Exposure and Land Use Compatibility Guidelines*, summarizes the City of Ontario's standards to facilitate land use compatibility regarding existing and future noise levels.

Table 2 Ontario Noise Level Exposure and Land Use Compatibility Guidelines

Categories	Uses	CNEL (dBA)			
		Clearly Acceptable[1]	Normally Acceptable[2]	Normally Unacceptable[3]	Clearly Unacceptable[4]
Residential/Lodging	Single Family/Duplex	<60	60-65	65-70	70-85
	Multifamily	<60	60-65	65-75	75-85
	Mobile Homes	<60	60-65	-	65-85
	Hotel/Motel	<65	65-70	70-80	80-85
Public/Institutional	Schools/Hospitals	<60	60-65	65-70	70-85
	Churches/Libraries	<60	60-65	65-70	70-85
	Auditoriums/Concert Halls	<55	55-60	60-70	70-85
Commercial	Offices	<65	65-75	75-80	80-85
	Retail	<70	70-75	75-80	80-85
Industrial	Manufacturing	<70	70-75	75-85	-

Table 2 Ontario Noise Level Exposure and Land Use Compatibility Guidelines

Categories	Uses	CNEL (dBA)			
		Clearly Acceptable[1]	Normally Acceptable[2]	Normally Unacceptable[3]	Clearly Unacceptable[4]
	Warehousing	<70	70-80	80-85	-
Recreational/Open Space	Parks/Playgrounds	<65	65-70	70-75	75-85
	Golf Course/Riding Stables	<65	65-70	70-75	75-85
	Outdoor Spectator Sports	<60	60-65	65-70	
	Outdoor Music Shells/Amphitheaters	-	<60	60-65	65-85
	Livestock/Wildlife Preserves	<70	-	70-75	75-85
	Crop Agriculture	<55-85	-	-	-

Source: Ontario 2022a.

[1] No special noise insulation required, assuming buildings of normal conventional construction.

[2] Acoustical reports will be required for major new residential construction. Conventional construction with closed windows and fresh air supply systems of air conditioning will normally suffice.

[3] New construction should be discouraged. Noise/aviation easements required for all new construction. If new construction does proceed, a detailed analysis of noise reduction requirements must be made, and necessary noise insulation features included.

[4] No new construction should be permitted.

Ontario Municipal Code

The City of Ontario Municipal Code establishes both exterior and interior noise standards for various land use types grouped into "noise zones." Maximum permissible noise level limits are established for each noise zone from 7:00 am to 10:00 pm and 10:00 pm to 7:00 am, based on the Leq metric and a duration of 15 minutes. Pursuant to Section 5-29.04, Exterior Noise Standards, the ambient noise level shall be the standard if it exceeds the established permissible limit at any time in any zone. The code also establishes a maximum instantaneous (Lmax) permissible noise level, which is the established noise standard for the applicable zone plus 20 dBA during any period, measured in A-weighting on slow response.

The limits established for Noise Zone I, single-family residential, also apply to the exterior of schools, daycare centers, hospitals or similar healthcare institutions, churches, libraries, or museums during hours of use. Table 3, *Ontario Municipal Code Exterior Noise Standards*, summarizes the allowable exterior noise level limits of Section 5-29.04(a).

Table 3 Ontario Municipal Code Exterior Noise Standards

Noise Zone	Land Use	Allowable Equivalent Noise Level, Leq (dBA)	
		7:00 am–10:00 pm	10:00 pm–7:00 am
I	Single-Family Residential	65	45
II	Multi-Family Residential, Mobile Home Parks	65	50
III	Commercial Property	65	60
IV	Residential Portion of Mixed Use	70	70
V	Manufacturing and Industrial, Other Uses	70	70

Source: Ontario Municipal Code Section 5-29.04.

[1] If the ambient level exceeds the standard, the ambient noise level shall be the standard.

[2] Compliance is determined on the affected property.

[3] Noise standards are based on a 15-min Leq.

[4] Maximum instantaneous noise levels (Lmax) equal to the noise standard limit plus 20 dBA shall not be exceeded at any time, measured using A-weighted with the meter set to slow response. However, if ambient exceeds the standard, the standard shall be increased to reflect the maximum ambient noise level.

[5] Noise Zone I noise standards also apply to the exterior of schools, daycare centers, hospitals or other similar healthcare institutions, churches, libraries, or museums during hours of use.

[6] Noise Zone IV applies to the portion of the residential property within 100 feet of a commercial property or use, if the noise originates from the commercial property or use.

[7] If the compliance location is on the boundary of two different noise zones, the lower noise level standard shall apply.

EXEMPTIONS

Section 5-29.06 of the City's noise code exempts various sources of noise, some of which are applicable to the Proposed Project.

» Activities on public or private property conducted by any public entity or its authorized representatives, including sporting and recreational activities that are sponsored, co-sponsored, permitted, or allowed by the City. This also includes sporting and entertainment events conducted pursuant to an approval, authorization, contract, lease, permit, or sublease by the appropriate public entity, specifically the planning commission or city council.

» Noise sources associated with construction, repair, remodeling, demolition, or grading of any real property, because construction activities are instead subject to the provisions of Section 5-29.09.

» Noise sources associated with the maintenance of real property. Such activities shall instead be subject to the provisions of Section 5-29.08.

» Activities regulated by state or federal law.

Property Maintenance

Pursuant to Section 5-29.08 of the City's noise code, noise from maintenance of property shall not produce a disturbance to those who work or reside in the vicinity of the source, except between the hours of 8:00 am and 6:00

pm. In addition, landscaping and maintenance activities are generally restricted to specific times during weekdays and on weekends. These provisions do not apply to any maintenance that meets the noise limits established in Section 5-29.04. In addition, the maintenance, repair, or improvement of any public work or facility by public employees is exempt as long as the city manager determines maintenance and repair is immediately necessary, cannot be feasibly conducted during normal business hours, or the city council has an approved project specification or an environmental document authorizing maintenance during hours otherwise prohibited by Section 5-29.08.

Thresholds of Significance

CONSTRUCTION NOISE

Because the City does not have construction noise level limits, construction noise was assessed using criteria from the *Transit Noise and Vibration Impact Assessment Manual* (FTA 2018). The Certified EIR also utilized the City of Los Angeles' CEQA guidance to assess construction noise impacts for nighttime construction activities, as discussed in Section 5.13, *Noise*, of the Certified EIR.

Table 4, *General Assessment Construction Noise Criteria*, shows the Federal Transit Administration's (FTA) detailed analysis construction noise criteria based on the composite noise levels of the two noisiest pieces of equipment per construction phase. This provides reasonable criteria for assessing construction noise impacts based on the potential for adverse community reaction when the noise criteria are exceeded.

Table 4 General Assessment Construction Noise Criteria

Land Use	Daytime 8-Hour Leq (dBA)	Nighttime 8-Hour Leq (dBA)	30-Day Average Ldn (dBA)
Residential	80	70	75[1]
Commercial	85	85	80[2]
Industrial	90	90	85[2]

Source: FTA 2018.
Notes: "Daytime" is defined as 7 am to 10 pm, and "Nighttime" is defined as 10 pm to 7 am.
dBA = A-weighted decibels
Leq = equivalent continuous sound level
Ldn = day night average sound level
[1] In urban areas with very high ambient noise levels (Ldn greater than 65 dB), Ldn from construction operations should not exceed existing ambient + 10 dB.
[2] 24-hour Leq, not Ldn.

In order to assess construction noise impacts that would occur during nighttime hours, the Certified EIR used the City of Los Angeles's nighttime construction noise threshold:

» **Nighttime Construction.** For construction activities between 7 pm and 7 am Monday through Friday, between 6 pm and 8 am on Saturdays, and anytime on Sundays or national holidays, noise levels at sensitive uses would not exceed 5 dBA above the ambient noise level at the receptor. Concrete mat pour activities (and other types of concrete pour that require an extended continuous pour beyond the allowable construction hours) that are required to occur during nighttime hours for less than five days are exempt from this provision.

TRAFFIC NOISE

A project will normally have a significant effect on the environment related to traffic noise if it substantially increases the ambient noise levels for adjoining areas. Most people can detect changes in sound levels of approximately 3 dBA under normal, quiet conditions, and changes of 1 to 3 dBA under quiet, controlled conditions. Changes of less than 1 dBA are usually indiscernible. A change of 5 dBA is readily discernible to most people in an outdoor environment. Noise levels above 65 dBA CNEL are normally unacceptable at sensitive receptor locations such as residences, and noise environments in these areas would be considered degraded. Based on this, a significant impact would occur if the following traffic noise increases occur relative to the existing noise environment:

» 1.5 dBA in ambient noise environments of 65 dBA CNEL and higher
» 3 dBA in ambient noise environments of 60 to 64 dBA CNEL
» 5 dBA in ambient noise environments of less than 60 dBA CNEL

Based on existing traffic noise modeling, a significant traffic noise impact occurs when the thresholds above are exceeded under cumulative conditions (with project) and the contribution of the proposed project to future traffic is calculated to be greater than 3 dBA CNEL for Riverside Drive.

OPERATIONAL NOISE

The standards in the Ontario Municipal Code provide the thresholds for analyzing stationary noise impacts of the Proposed Project. Pursuant to Section 5-29.11 of the Ontario Municipal Code, the maximum allowable daytime exterior noise level for single-family residential uses is 65 dBA Leq and the nighttime level is 45 dBA Leq (see Table 3).

VIBRATION

The City of Ontario does not have a quantified threshold for temporary construction vibration. Therefore, to determine impact significance, FTA criteria are used. A vibration impact would occur if vibration levels exceed 0.20 inches/second (in/sec) peak particle velocity (PPV) at the façade of a non-engineered structure (e.g., wood-frame residential). Additionally, the FTA's threshold of 78 vibration velocity (VdB) at residential uses during daytime hours will be used to assess vibration annoyance at the nearby sensitive receptors.

Environmental Impact

SUMMARY OF IMPACTS IDENTIFIED IN THE CERTIFIED EIR

The following summarizes the approved project's environmental impacts related to noise identified in the Certified EIR.

» Construction Noise. The Certified EIR analyzed noise impacts from construction activities anticipated during the daytime and nighttime with respect to five receptor groups in the vicinity of the ORSC site. Daytime noise levels at all receptor group locations were found to not exceed the FTA's Leq 8-hour noise level limit of 80 dBA. However, the Certified EIR concluded that the nighttime construction activities would exceed the City of Los Angeles' nighttime construction noise threshold of 5 dBA above ambient levels at two receptor group locations. The Approved Project anticipated that nighttime construction would be limited to construction of the baseball stadium in PA 1 and the two parking structures in PA 5. Implementation of Mitigation Measure N-1, requiring a

variety of noise reduction measures for nighttime construction activities, would reduce construction noise impacts to less than significant.

» Transportation Noise. The Certified EIR determined that the Approved Project would increase traffic-noise levels above the allowable increases in ambient noise levels for Receptor Groups 1 and 3. The Certified EIR considered several mitigation measures to reduce noise levels associated with traffic increases from the ORSC, but no mitigation measures were considered feasible. The Approved Project was determined to have significant and unavoidable impacts with respect to transportation noise.

» Stationary Source Noise. The Certified EIR included analyses of noise levels associated with several noise sources of the ORSC, including the baseball stadium, athletic fields, HVAC (heating ventilation, and air conditioning) equipment, loading docks, emergency generators, maintenance equipment, and the pickle ball restaurant. Both average and peak noise levels associated with baseball games and concerts at the stadium were determined to not exceed the maximum exterior noise standards in the Ontario Municipal Code at receptor group locations. Similarly, noise levels associated with the athletic fields under weekday, weekend, and weekend with tournaments scenarios would not exceed the City's exterior noise standards at receptor group locations. All other miscellaneous noise sources were determined to have less than significant impacts on noise-sensitive receptors; however, due to the distance of receptors to project buildings, HVAC equipment noise was determined to have a potentially significant impact. The Certified EIR incorporated Mitigation Measures N-2 and N-3, which require design and placement of HVAC equipment that ensures noise levels would not exceed the City's maximum allowable exterior noise standards. These mitigation measures reduced HVAC noise impacts to less than significant.

» Vibration. The Certified EIR concluded that the highest level of vibration from construction equipment at the nearest off-site building would be limited to 0.1601 inches per second peak particle velocity (PPV). Because this level is below the FTA damage impact criteria for vibration, vibration damage impacts were considered less than significant under the Approved Project. Additionally, due to the distance of receptors to project construction activities, vibration annoyance impacts were considered less than significant.

» Airport Noise. The Certified EIR noted that while the ORSC is within the Influence Areas of the Ontario International Airport and the Chino Airport, the site is outside of the noise contours and safety zones of both airports. Impacts with respect to exposure to airport-related noise were considered less than significant.

IMPACTS ASSOCIATED WITH THE PROPOSED PROJECT

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?

The Certified EIR determined that noise associated with nighttime construction of the Approved Project would be less significant with incorporation of Mitigation Measure N-1. Additionally, while noise associated with HVAC equipment under the Approved Project was considered potentially significant, implementation of Mitigation Measures N-1 and N-2 would reduce impacts to less than significant.

CONSTRUCTION NOISE

The Proposed Project would redistribute the commercial/retail and hotel space within PAs 2 through 4 of the ORSC, resulting in an overall reduction in building square footage across these PAs of the ORSC. Due to the overall

decrease in building space under the Proposed Project when compared to the Approved Project and corresponding decrease in construction activity, construction noise impacts are also anticipated to decrease under the Proposed Project.

The Certified EIR concluded that the maximum daytime construction noise levels at the nearest receptor group to PAs 2 through 4, Receptor Group 5 (residences east of the Cucamonga Creek Channel), would be 72 dBA, as shown in Table 5.13-14, *Ontario Regional Sports Complex Daytime Cumulative Construction Noise*, of the Certified EIR. These maximum noise levels were anticipated to occur during Phase 1A of the ORSC, which included mass grading of the ORSC site. Construction of the retail and hospitality uses of PA 2 through 4 was anticipated in Phases 1B and 2, when noise levels would reach a maximum of 68 dBA at Receptor Group 5. As shown in Table 5.13-10, *Source Noise Levels for Construction Equipment*, of the Certified EIR, the average Lmax of the loudest piece of equipment used for construction of the ORSC is 92 dBA at 50 feet. The nearest sensitive receptor to the Proposed Project in Receptor Group 5 is approximately 140 feet east of the boundary of PA 2. Noise levels from the loudest pieces of equipment would attenuate to 78 dBA at the outdoor activity areas of these residences, accounting for a 3 dBA reduction from the existing sound wall.

Therefore, conservatively assuming that the loudest pieces of equipment would be used at the boundary of the project site, the maximum noise level of this activity would not exceed the FTA threshold of 80 dBA Leq for residential areas. Daytime construction impacts under the Proposed Project would remain less than significant. Though construction of the retail and hospitality uses in PAs 2 through 4 was not anticipated to occur at night, the provisions of Mitigation Measure N-1 would apply to all construction under the ORSC, including the portion under the Proposed Project. Compliance with this measure would result in a further reduction of construction noise. Therefore, nighttime construction impacts would also be less than significant. The Proposed Project would not result in new or increase the severity of construction-related noise impacts compared to the Certified EIR.

OPERATIONAL NOISE

Traffic Noise

A project will normally have a significant effect on the environment related to traffic noise if it substantially increases the ambient noise levels for adjoining areas. Most people can detect changes in sound levels of approximately 3 dBA under normal, quiet conditions, and changes of 1 to 3 dBA under quiet, controlled conditions. Changes of less than 1 dBA are usually indiscernible. A change of 5 dBA is readily discernible to most people in an outdoor environment. Based on this, a significant impact would occur if traffic noise increases by 3 dBA.

Table 5, *Average Daily Trip Generation Comparison for the Approved Project and Proposed Project*, shows that trips to the ORSC would decrease on the typical weekday with a stadium event scenario and would increase on Saturdays under both the “one tournament, no baseball stadium event” and “baseball stadium event with no tournament” scenarios. A doubling in daily traffic trips due to the Proposed Project would result in a 3 dBA increase. The increase of 114 trips on Saturdays under the Proposed Project represents a 1.4 percent increase in Saturday average daily traffic tips. This increase would result in a traffic noise level increase of less than 1 dBA due to the Proposed Project. Therefore, traffic noise impacts under the Proposed Project are expected to remain similar to those under the Approved Project. Though impacts would continue to remain significant and unavoidable, the Proposed Project would not result in new or increase the severity of traffic-related noise impacts compared to the Certified EIR.

Table 5 Average Daily Trip Generation Comparison for the Approved Project and Proposed Project

	Weekday with Stadium Event	Saturday with Tournament (No Baseball Stadium Event)	Saturday with Baseball Stadium Event (No Tournaments)
Approved Project	8,060	8,035	8,035
Proposed Project	7,638	8,149	8,149
Difference	-422	114	114

Source: City of Ontario 2025 (see Attachment A).

Stationary Source Noise

The Proposed Project would result in a reduction of building square footage across PAs 3 and 4, which would also reduce the amount of noise-producing stationary sources in these PAs, including HVAC equipment, loading cocks, emergency generators, and maintenance equipment. The proposed Aloft & Residence Inn in PA 2 would result in an increase in hotel square footage in this PA when compared to the Approved Project. According to project site plans, the distance from the footprint of the hotel complex to the nearest sensitive receptor (residences east of the ORSC in Receptor Group 5) is approximately 370 feet.

To ensure that noise levels associated with the proposed Aloft & Residence Inn meet the City's municipal code standards for noise from HVAC equipment at sensitive receptor locations, in addition to other development within PAs 2 through 4, the Proposed Project would be required to implement Mitigation Measure N-3. As noted in the Certified EIR, noise associated with loading docks at hotel uses in PAs 2 through 4 would not result in noise levels that exceed the City's noise standards at sensitive receptor locations. The loudest potential noise source from loading dock activities would be movement alarms on trucks that result in noise levels of 74 dBA at 50 feet. However, this activity would only occur in the daytime hours, and noise levels would attenuate to 59 dBA at the nearest sensitive receptors. At 370 feet, the distance of the proposed Aloft & Residence Inn building to the nearest sensitive receptor, noise levels associated with loading dock activities would attenuate to 57 dBA. Similar to the Approved Project, potential stationary noise under the Proposed Project would not exceed the maximum allowable noise standards from Section 5-29.04 of the City's Municipal Code, shown in Table 3.

With implementation of Mitigation Measure N-3, impacts would continue to remain less than significant, and the Proposed Project would not result in new or increase the severity of stationary source-related noise impacts compared to the Certified EIR.

b) Generation of excessive groundborne vibration or groundborne noise levels?

The Certified EIR determined that vibration impacts associated with construction and operation of the Approved Project would be less than significant due to the distance of off-site buildings and receptors to vibration-producing activities. The closest off-site building to the ORSC noted in the Certified EIR is 32 feet north of the ORSC site. The closest buildings to PAs 2 through 4 are the residences east of the ORSC site along Plymouth Avenue, approximately 140 feet away. Since the Proposed Project's use of construction equipment would remain largely the same as that under the Approved Project, vibration impacts under the Proposed Project would remain the same as under the Approved Project. Therefore, the Proposed Project would not result in any new or more severe impacts related to vibration impacts when compared to those analyzed in the Certified EIR.

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?

The Certified EIR determined that impacts with respect to airport noise under the Approved Project would be less than significant since the ORSC site is not within the noise contours or safety zones of Ontario International Airport or Chino Airport. As part of the ORSC within the ORSC site, the Proposed Project would have the same impacts with respect to airport-related noise as the Approved Project. Impacts would continue to be less than significant, and the Proposed Project would also not result in any new or more severe impacts when compared to those analyzed in the Certified EIR.

Adopted Mitigation Measures Applicable to the Proposed Project

The following applicable mitigation measures were taken directly from the Certified EIR and would be incorporated as part of the Proposed Project. Any modifications to these mitigation measures are shown in ~~strikethrough~~ for deleted text and <u>underline</u> for new, inserted text.

Mitigation Measure N-2 references impacts related to the indoor athletic facility building in PA 6 and would therefore not apply to the Proposed Project.

N-1 The construction contractor shall implement the following measures during construction activities on the ORSC site and Offsite Improvement Area. These measures shall be identified on demolition, grading, and/or building permits.

- Prior to construction activities that warrant nighttime construction (e.g., infrastructure work, concrete pours, etc.), the construction contractor shall install noise pathway controls, including noise barriers and enclosures free from gaps and holes, which shall be placed as close as possible to construction areas. The temporary noise barrier shall be a sufficient height to block the direct line-of-sight between the on-site construction areas and off-site noise sensitive receptors and shall be a minimum of 6 feet tall and shall be constructed out of wood or other materials with a minimum surface weight of approximately 2.5 pounds per square foot.
- Construction equipment operating on a site shall be equipped with the appropriate manufacturer’s noise reduction devices, including but not limited to a manufacturer’s muffler (or equivalently rated material) that is free of rust, holes, and exhaust leaks.
- Noise from construction devices with internal combustion engines shall be mitigated by ensuring that the engine's housing doors are kept closed, and by using noise-insulating material mounted on the engine housing that does not interfere with the manufacturer's guidelines for engine operation or exhaust.
- Portable compressors, generators, pumps, and other such devices shall be covered with noise-insulating fabric to the maximum extent possible that does not interfere with the manufacturer's guidelines for engine operation or exhaust, and shall further reduce noise by operating the device at lower engine speeds during the work to the maximum extent possible.
- Idling on-site of heavy-duty diesel vehicles with Gross Vehicle Weight Rating of 10,000 pounds shall be limited to no longer than five minutes while parking, standing, or stopping, as per 13 California Code of Regulations Section 2485, Airborne Toxic Control Measure to Limit Diesel-Fueled Commercial Motor Vehicle Idling.
- Quieter back-up alarms on construction equipment shall be used whenever feasible.

- Construction vehicles shall be strategically positioned to minimize operation near receptors and avoiding tailgate slamming to the extent possible.

~~N-2 **HVAC Equipment, Planning Area 6 Indoor Athletic Facility Building.** An acoustics study shall be provided to the City of Ontario prior to building permit issuance for the indoor athletic facility in Planning Area 6 that documents compliance with the overnight noise levels in the City's municipal code (45 dBA at single-family residences from 10:00 pm to 7:00 am). HVAC equipment for the indoor athletic facility shall be designed and/or placed to yield a sound level less than 58 dBA at 50 feet. Noise associated with operation of heating and cooling equipment shall be minimized by the design and strategic placement of equipment.~~

N-3 **HVAC Equipment, Planning Areas 2, 3, 4, and 7 Buildings.** An acoustics study shall be provided to the City of Ontario prior to building permit issuance for new structures with HVAC systems in Planning Areas 2, 3, 4, and 7 that documents compliance with the overnight noise levels in the City's municipal code (45 dBA at single-family residences from 10:00 pm to 7:00 am). HVAC equipment for the indoor athletic facility shall be designed and/or placed to yield a sound level less than 65 dBA at 50 feet to ensure compliance would result in a noise level of approximately 44 dBA at residential land uses to the east along Plymouth Avenue. Noise associated with operation of heating and cooling equipment shall be minimized by the design and strategic placement of equipment.

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———. 2022a, August. The Ontario Plan 2050 Final Supplemental Environmental Impact Report (SCH No. 2021070364). https://content.ontarioca.gov/sites/default/files/2024-12/Final_DraftSEIR_TOP2050.pdf.

———. 2025, September. Approved Project and Proposed Project Trip Generation. (Attachment A).

Attachment A: Approved Project and Proposed Project Trip Generation

					Trip Generation Rates (11th Edition)							Estimated Trip Generation (11th Edition)						
					Daily Rate	AM Peak			PM Peak			Daily Trips	AM Peak			PM Peak		
	ORSC EIR	Data Source	Quantity	Unit		Rate	%In	%Out	Rate	%In	%Out		In	Out	Total	In	Out	Total
PA 2																		
Retail	45,000 sq ft	ITE Code 821-Shopping Plaza	22.5	KSF	67.52	1.73	62%	38%	5.19	49%	51%	1519	24	15	39	58	59	117
		ITE Code 930-Fast Casual Restaurant	22.5	KSF	97.14	1.43	50%	50%	12.55	55%	45%	2186	16	17	33	155	127	282
Hotel	0																	
PA 3																		
Retail	21,000 sq ft	ITE Code 821-Shopping Plaza	10.5	KSF	67.52	1.73	62%	38%	5.19	49%	51%	709	11	7	18	27	28	55
		ITE Code 930-Fast Casual Restaurant	10.5	KSF	97.14	1.43	50%	50%	12.55	55%	45%	1020	8	8	16	72	59	131
Hotel	70,000 sq ft/100 rooms	ITE Code 310-Hotel	100	Keys	7.99	0.46	56%	44%	0.59	51%	49%	799	26	20	46	30	29	59
PA 4																		
Retail	114,000 sq ft	ITE Code 821-Shopping Plaza	7	KSF	67.52	1.73	62%	38%	5.19	49%	51%	473	8	5	13	18	19	37
		ITE Code 930-Fast Casual Restaurant	7	KSF	97.14	1.43	50%	50%	12.55	55%	45%	680	5	5	10	48	40	88
		Chicken 'n Pickle San Antonio Data	12	Courts	124.4	4.6	93%	7%	11.7	68%	32%	1493	51	4	55	95	45	140
											Lodging and Retail Total	8879	149	81	230	503	406	909
											Hotel Internalization Reduction (20% of Hotel Trips)	-160	-5	-4	-9	-6	-6	-12
											Retail Internalization Reduction (10% of Retail Trips)	-659	-7	-6	-13	-38	-33	-71
											Lodging and Retail Total Subtotal	**8060**	**137**	**71**	**208**	**459**	**367**	**826**

					Trip Generation Rates (11th Edition)							Estimated Trip Generation (11th Edition)						
					Daily Trips	AM Peak			PM Peak			Daily Trips	AM Peak			PM Peak		
	Revised	Data Source	Quantity	Unit		Rate	%In	%Out	Rate	%In	%Out		In	Out	Total	In	Out	Total
PA 2																		
Retail	35,055.44 sq ft	ITE Code 821-Shopping Plaza	17.53	KSF	67.52	1.73	62%	38%	5.19	49%	51%	1184	19	12	31	45	46	91
		ITE Code 930-Fast Casual Restaurant	17.53	KSF	97.14	1.43	50%	50%	12.55	55%	45%	1703	13	13	26	121	99	220
Hotel	249 Rooms	ITE Code 310-Hotel	249	Keys	7.99	0.46	56%	44%	0.59	51%	49%	1990	64	50	114	75	72	147
PA 3																		
Retail	10,000 sq ft	ITE Code 821-Shopping Plaza	5	KSF	67.52	1.73	62%	38%	5.19	49%	51%	338	5	4	9	13	13	26
		ITE Code 930-Fast Casual Restaurant	5	KSF	97.14	1.43	50%	50%	12.55	55%	45%	486	4	4	8	35	28	63
Hotel	0																	
PA 4																		
Retail	36,512.54 sq ft	ITE Code 821-Shopping Plaza	18.26	KSF	67.52	1.73	62%	38%	5.19	49%	51%	1233	20	13	33	46	48	94
		ITE Code 930-Fast Casual Restaurant	18.26	KSF	97.14	1.43	50%	50%	12.55	55%	45%	1774	13	14	27	126	103	229
											Lodging and Retail Total	8708	138	110	248	461	409	870
											Hotel Internalization Reduction (20% of Hotel Trips)	-398	-13	-10	-23	-15	-14	-29
											Retail Internalization Reduction (10% of Retail Trips)	-672	-7	-6	-13	-39	-34	-72
											Lodging and Retail Total Subtotal	**7638**	**118**	**94**	**212**	**407**	**361**	**769**
											PROPOSED - APPROVED (TYPICAL WEEKDAY WITH STADIUM EVENT)	***-422***	***-19***	***23***	***4***	***-52***	***-6***	***-57***

	ORSC EIR	Data Source	Quantity	Unit	Trip Generation Rates (11th Edition) Daily Rate	Midday Peak Hour Rate	Midday Peak Hour %In	Midday Peak Hour %Out	Estimated Trip Generation (11th Edition) Daily Trips	Midday Peak Hour In	Midday Peak Hour Out	Midday Peak Hour Total
PA 2												
Retail	45,000 sq ft	ITE Code 821-Shopping Plaza	22.5	KSF	81.07	6.22	52%	48%	1824	73	67	140
		ITE Code 930-Fast Casual Restaurant	22.5	KSF	97.14	32.64	55%	45%	2186	404	330	734
Hotel	0											
PA 3												
Retail	21,000 sq ft	ITE Code 821-Shopping Plaza	10.5	KSF	81.07	6.22	52%	48%	851	34	31	65
		ITE Code 930-Fast Casual Restaurant	10.5	KSF	97.14	32.64	55%	45%	1020	188	154	342
Hotel	70,000 sq ft/100 rooms	ITE Code 310-Hotel	100	Keys	8.07	0.72	56%	44%	807	40	32	72
PA 4												
Retail	114,000 sq ft	ITE Code 821-Shopping Plaza	7	KSF	81.07	6.22	52%	48%	567	23	21	44
		ITE Code 930-Fast Casual Restaurant	7	KSF	97.14	32.64	55%	45%	680	126	103	229
		Chicken 'n Pickle San Antonio Data	12	Courts	238	11.2	59%	41%	2856	79	55	134
								Lodging and Retail Total	10791	967	793	1760
								Hotel Internalization Reduction (50% of Hotel Trips)	-404	-20	-16	-36
								Retail Internalization Reduction (33% of Retail Trips)	-2352	-280	-233	-513
								Lodging and Retail Total Subtotal	**8035**	**667**	**544**	**1211**

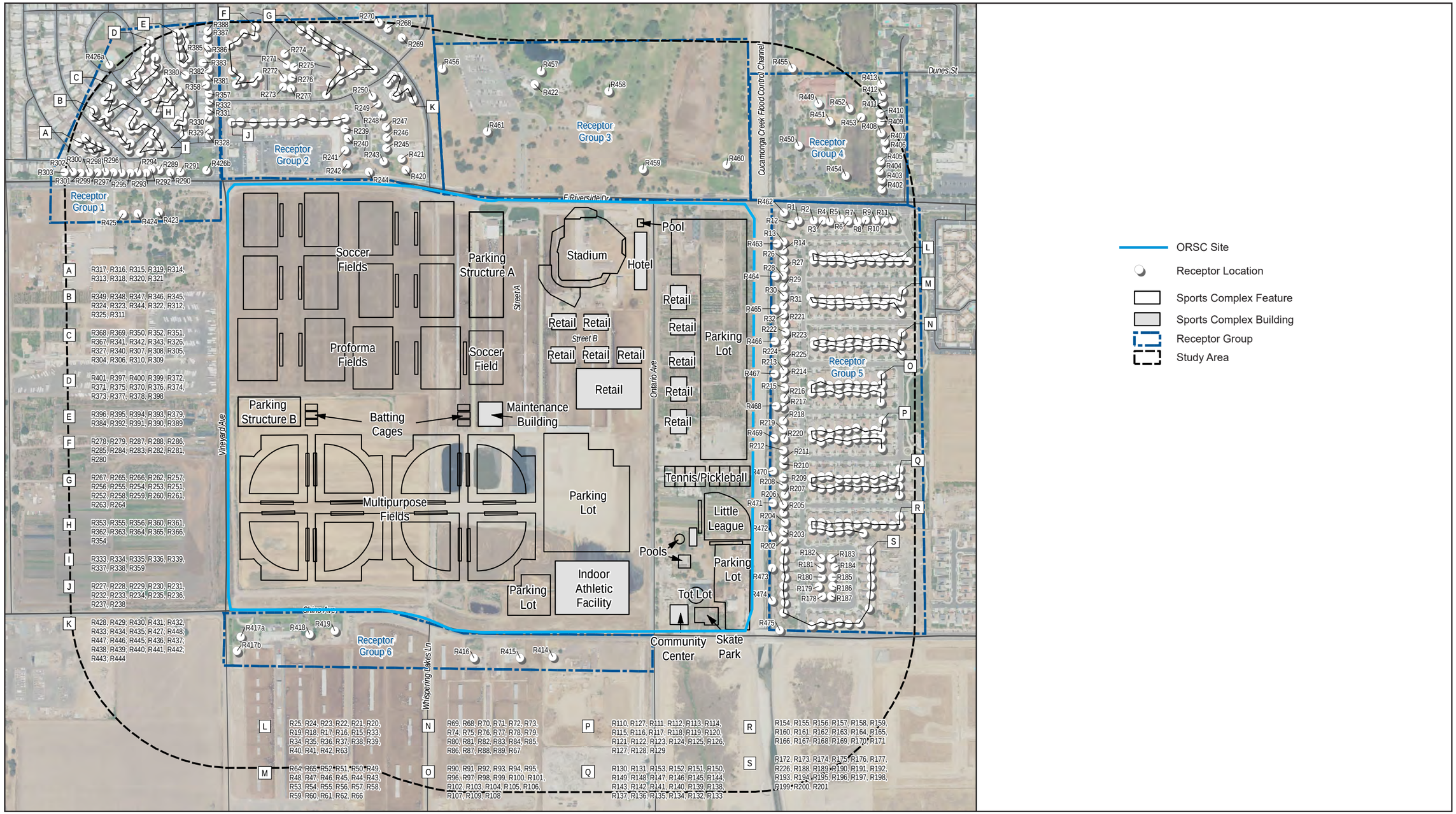
	Revised	Data Source	Quantity	Unit	Trip Generation Rates (11th Edition) Daily Trips	Midday Peak Hour Rate	Midday Peak Hour %In	Midday Peak Hour %Out	Estimated Trip Generation (11th Edition) Daily Trips	Midday Peak Hour In	Midday Peak Hour Out	Midday Peak Hour Total
PA 2												
Retail	35,055.44 sq ft	ITE Code 821-Shopping Plaza	17.53	KSF	81.07	6.22	52%	48%	1421	57	52	109
		ITE Code 930-Fast Casual Restaurant	17.53	KSF	97.14	32.64	55%	45%	1703	315	257	572
Hotel	249 Rooms	ITE Code 310-Hotel	249	Keys	8.07	0.72	56%	44%	2009	100	79	179
PA 3												
Retail	10,000 sq ft	ITE Code 821-Shopping Plaza	5	KSF	81.07	6.22	52%	48%	405	16	15	31
		ITE Code 930-Fast Casual Restaurant	5	KSF	97.14	32.64	55%	45%	486	90	73	163
Hotel	0											
PA 4												
Retail	36,512.54 sq ft	ITE Code 821-Shopping Plaza	18.26	KSF	81.07	6.22	52%	48%	1480	59	55	114
		ITE Code 930-Fast Casual Restaurant	18.26	KSF	97.14	32.64	55%	45%	1774	328	268	596
								Lodging and Retail Total	9278	965	799	1764
								Hotel Internalization Reduction (50% of Hotel Trips)	-402	-20	-16	-36
								Retail Internalization Reduction (33% of Retail Trips)	-727	-87	-72	-159
								Lodging and Retail Total Subtotal	**8149**	**858**	**711**	**1569**
								PROPOSED - APPROVED (SATURDAY WITH ONE TOURNAMENT - NO BASEBALL STADIUM USE)	***114***	***191***	***167***	***358***

					Trip Generation Rates (11th Edition)				Estimated Trip Generation (11th Edition)			
					Daily Rate	Peak Hour of Arrival (5-6PM)			Daily Trips	Peak Hour of Arrival (5-6PM)		
	ORSC EIR	Data Source	Quantity	Unit		Rate	%In	%Out		In	Out	Total
PA 2												
Retail	45,000 sq ft	ITE Code 821-Shopping Plaza	22.5	KSF	81.07	6.22	52%	48%	1824	73	67	140
		ITE Code 930-Fast Casual Restaurant	22.5	KSF	97.14	32.64	55%	45%	2186	404	330	734
Hotel	0											
PA 3												
Retail	21,000 sq ft	ITE Code 821-Shopping Plaza	10.5	KSF	81.07	6.22	52%	48%	851	34	31	65
		ITE Code 930-Fast Casual Restaurant	10.5	KSF	97.14	32.64	55%	45%	1020	188	154	342
Hotel	70,000 sq ft/100 rooms	ITE Code 310-Hotel	100	Keys	8.07	0.72	56%	44%	807	40	32	72
PA 4												
Retail	114,000 sq ft	ITE Code 821-Shopping Plaza	7	KSF	81.07	6.22	52%	48%	567	23	21	44
		ITE Code 930-Fast Casual Restaurant	7	KSF	97.14	32.64	55%	45%	680	126	103	229
		Chicken 'n Pickle San Antonio Data	12	Courts	238	17.8	58%	42%	2856	124	90	214
								Lodging and Retail Total	10791	1012	828	1840
								Hotel Internalization Reduction (50% of Hotel Trips)	-404	-20	-16	-36
								Retail Internalization Reduction (33% of Retail Trips)	-2352	-280	-233	-513
								Lodging and Retail Total Subtotal	**8035**	**712**	**579**	**1291**

					Trip Generation Rates (11th Edition)				Estimated Trip Generation (11th Edition)			
					Daily Trips	Peak Hour of Arrival (5-6PM)			Daily Trips	Peak Hour of Arrival (5-6PM)		
	Revised	Data Source	Quantity	Unit		Rate	%In	%Out		In	Out	Total
PA 2												
Retail	35,055.44 sq ft	ITE Code 821-Shopping Plaza	17.53	KSF	81.07	6.22	52%	48%	1421	57	52	109
		ITE Code 930-Fast Casual Restaurant	17.53	KSF	97.14	32.64	55%	45%	1703	315	257	572
Hotel	249 Rooms	ITE Code 310-Hotel	249	Keys	8.07	0.72	56%	44%	2009	100	79	179
PA 3												
Retail	10,000 sq ft	ITE Code 821-Shopping Plaza	5	KSF	81.07	6.22	52%	48%	405	16	15	31
		ITE Code 930-Fast Casual Restaurant	5	KSF	97.14	32.64	55%	45%	486	90	73	163
Hotel	0											
PA 4												
Retail	36,512.54 sq ft	ITE Code 821-Shopping Plaza	18.26	KSF	81.07	6.22	52%	48%	1480	59	55	114
		ITE Code 930-Fast Casual Restaurant	18.26	KSF	97.14	32.64	55%	45%	1774	328	268	596
								Lodging and Retail Total	9278	965	799	1764
								Hotel Internalization Reduction (50% of Hotel Trips)	-402	-20	-16	-36
								Retail Internalization Reduction (33% of Retail Trips)	-727	-87	-72	-159
								Lodging and Retail Total Subtotal	**8149**	**858**	**711**	**1569**
								PROPOSED - APPROVED (SATURDAY WITH STADIUM EVENT - NO FIELD TOURNAMENTS)	**114**	**146**	**132**	**278**

Attachment B: Certified EIR Noise-Sensitive Receptors Figure

Figure 5.13-2 - Noise-Sensitive Receptor Groups



Source: HMMH 2023.

Ontario Residence Inn and Aloft Hotel/File Nos.: PDEV25-007
Mitigation Monitoring and Reporting Program
SCH: 2023110328

Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
Air Quality				
AQ-1 The City of Ontario shall require the construction contractor to incorporate the following to reduce air pollutant emissions during construction activities: • Use construction equipment rated by the United States Environmental Protection Agency as having Tier 4 (model year 2015 or newer) Final or stricter emission limits for all off-road construction equipment. If Tier 4 Final equipment is not commercially available for a specific piece of equipment, the applicant shall provide documentation (e.g., rental inventory requests), to the City's satisfaction, or otherwise demonstrate its unavailability to the City of Ontario prior to the issuance of any construction permits and replacement equipment used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 3 diesel emissions control strategy for a similarly sized engine as defined by the California Air Resources Board regulations. • If Tier 4 Final equipment is not available, the construction contractor(s) and subcontractor(s) affected shall use Tier 4 Interim equipment. • If Tier 4 Interim equipment is not available, the construction contractor(s) and subcontractor(s) affected shall use then Tier 3 equipment outfitted with a level 3 diesel particulate filter. • For purposes of this mitigation measure, "commercially available" shall mean the availability of Tier 4 engines similar to the availability for other large-scale construction projects in the City occurring at the same time and taking into consideration factors	City of Ontario Planning Department and Construction Contractor	Prior to the start of construction and during construction	City of Ontario Planning/Building Department	

Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)

such as (i) potential significant delays to critical-path timing of construction and (ii) geographic proximity to the project site of Tier 4 equipment.
 	
• During construction, the construction contractor shall maintain a list of all operating equipment in use on the construction site for verification by the City of Ontario. The construction equipment list shall state the makes, models, Equipment Identification Numbers, Engine Family Numbers, and number of construction equipment onsite.
 	
• Use paints with a VOC content that meets the South Coast Air Quality Management District Super Compliant architectural coatings standard of 10 grams per liter (g/L) or less (i.e.,) for coating architectural surfaces.
 	
• Comply with South Coast Air Quality Management District Rule 403, including the following measures:
 	
  • Provide National Institute for Occupational Safety and Health (NIOSH)-approved respirators for workers with a prior history of Valley Fever.
  • Half-face respirators equipped with a minimum N-95 protection factor for use during worker collocation with surface disturbance activities. Half-face respirators equipped with N-100 or P-100 filters should be used during digging activities. Employees should wear respirators when working near earth-moving machinery.
  • Post warnings onsite and consider limiting access to visitors, especially those without adequate training and respiratory protection.				

Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
These identified measures shall be incorporated into all appropriate construction documents (e.g., construction management plans) submitted to and verified by the City.				
AQ-2 All landscaping equipment (e.g., leaf blower) used for property management shall be electric powered only. The property manager/facility owner shall provide documentation (e.g., purchase, rental, and/or services agreement) to the City of Ontario Planning Department to verify to the City's satisfaction that all landscaping equipment utilized will be electric powered.	City of Ontario Planning and Property Manager/Facility Owner	During project operation	City of Ontario Planning/Building Department	
See Mitigation Measures GHG-1, GHG-2, TRAF-1a, below.				
Biological Resources				
BIO-1 **Worker Environmental Awareness Program and Biological Monitor:** Prior to the start of construction of the ORSC site or sewer line within the Offsite Improvement Area, a Worker Environmental Awareness Program (WEAP) shall be developed by the City or the City's consultant. A qualified biologist with experience with the sensitive biological resources in the region shall present the WEAP to all personnel working in the ORSC site and Offsite Improvement Area (either temporarily or permanently) prior to the start of project activities. The WEAP may be videotaped and used to train newly hired workers or those not present for the initial WEAP. The WEAP could include but shall not be limited to discussions of the sensitive biological resources associated with the ORSC, project-specific measures to avoid or eliminate impacts to these resources, consequences for not complying with project permits and agreements, and contact information for the lead biologist. Logs of personnel who have taken the training shall be kept on the site at the construction or project office. In addition to a WEAP, a qualified biologist (biological monitor) with experience monitoring for and identifying	City of Ontario and Qualified Biologist	Prior to the start of construction at the ORSC site or Offsite Improvement Area	City of Ontario Planning Department	

Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
sensitive biological resources known to occur in the area shall be present during initial ground-disturbing activities related to the ORSC and Offsite Improvement Area (including fence installation and vegetation removal activities). As required by project permits, the qualifications of a biological monitor may need to be submitted to appropriate wildlife agencies for approval based on the resources the biologist will be monitoring. Biological monitoring duties shall include, but are not limited to, conducting worker education training, verifying compliance with project permits, and ensuring construction activities stay within designated work areas. The biological monitor shall have the right to halt all activities in an affected area if a special- status species is identified in a work area and is in danger of injury or mortality. If work is halted by the biological monitor, work shall proceed only after the hazards to the individual is removed and there is no longer a risk to the individual, or the individual has been moved from harm's way in accordance with the project's permits and/or management/translocation plans. The biological monitor shall take representative photographs of the daily activities and shall also maintain a daily log that documents general project activities and compliance with the project's permit conditions. Non-compliance shall also be documented in the daily log, including any measures that were implemented to rectify the issue.				

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
BIO-2	**Rare Plant Survey:** A rare plant survey shall be conducted within suitable habitat during the appropriate blooming period for the lucky morning-glory (March through September) and smooth tarplant (April through September). The survey shall be conducted by a botanist or qualified biologist in accordance with the USFWS Guidelines for Conducting and Reporting Botanical Inventories for Federally Listed, Proposed, and Candidate Plants; the CDFW Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Natural Communities; and the CNPS Botanical Survey Guidelines of the CNPS. One survey shall be conducted during a time of the year that overlaps with all blooming periods (April through September). If these species are observed during the rare plant survey, individual plants or populations shall be marked with GPS for mapping purposes. If any of these special-status plant species are detected in the ORSC site and Offsite Improvement Area and impacts to these species are unavoidable and impacts would result in deleterious effects to the regional population of the species, the City shall consult with CDFW to develop a mitigation plan or additional avoidance and minimization measures to ensure impacts to these plant species are minimized to the maximum extent practicable. Examples of measures that may be implemented after consultation with CDFW include establishing a no-disturbance buffer around locations of individuals or a population, or additional monitoring requirements during construction of the ORSC and Offsite Improvement Area.	City of Ontario Planning Department and Qualified Biologist/Botanist	Prior to the start of ground-disturbing activities from March through September	City of Ontario Planning Department	

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
BIO-3	**Burrowing Owl Management Plan:** A live burrowing owl was documented in the ORSC site and Offsite Improvement Area during a biological survey conducted in September 2023, at which time the individual could have been migrating, arriving for the winter, or late in leaving its summer breeding grounds. Additionally, suitable burrowing owl habitat is present throughout the ORSC site and Offsite Improvement Area. In order to offset potential project-related impacts to burrowing owl and its habitat a Burrowing Owl Management Plan (BOMP) shall be developed by a qualified Project biologist who has at least three (3) years of experience working with and/or managing burrowing owls on project sites. The BOMP shall outline project-specific protection measures that are in accordance with CDFW's Staff Report on Burrowing Owl Mitigation (Staff Report; CDFG 2012). The BOMP shall also identify protection measures to be implemented should the species be found on the ORSC site or Offsite Improvement Areas at any time of the year (i.e., migration periods, breeding/summer, and wintering). The BOMP shall outline specific pre-construction survey methods and timing in accordance with the Staff Report and shall include instruction on survey requirements should there be a lapse in construction or project activities. The BOMP shall include project activities before which pre-construction survey requirements shall be required (such as grading, vegetation removal, and fence installation). Mitigation methods outlined in the BOMP shall include, but not be limited to, establishment of no-disturbance buffers around potential or occupied burrowing owl burrows, additional biological monitoring requirements during project activities, and passive relocation during the burrowing owl non-breeding season (September 1 through January 31, annually). Regular reporting timeframes and requirements for communication with CDFW shall also be clearly outlined in	City of Ontario Planning Department and Qualified Biologist with at least 3 years of experience working with and/or managing burrowing owls on project site.	Prior to the start of ground-disturbing activities	City of Ontario Planning Department	

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	the BOMP. The BOMP shall be submitted to CDFW for review and subject to CDFW approval prior to the start of Project ground-disturbing activities. Additionally, the City of Ontario shall continue to carry out the requirements of its Memorandum of Agreement (MOA) with IERCD (dated November 21, 2023) to mitigate the loss of suitable burrowing owl habitat resulting from the Project. The MOA outlines the collection of Habitat Mitigation Fees by the City of Ontario that will be managed by a Land Trust for the acquisition, restoration, rehabilitation, and maintenance of lands selected by the Land Trust to have long-term conservation value for burrowing owl.				
BIO-4	**Preconstruction Surveys for Crotch Bumble Bee:** If the Crotch bumble bee is no longer a Candidate or formally listed species under the California ESA at the time ground-disturbing activities occur, then no additional protection measures are proposed for the species. If the Crotch bumble bee is legally protected under the California ESA as a Candidate or Listed species at the time ground-disturbing activities are scheduled to begin, preconstruction surveys shall be conducted in accordance with CDFW's Survey Considerations for California ESA Candidate Bumble Bee the season immediately prior to project-related ground disturbing activities (including but not limited to vegetation clearing, fence installation, and grading). A minimum of three Crotch bumble bee preconstruction surveys shall be conducted at two- to four-week intervals during the colony active period (April through August) when Crotch bumble bees are most likely to be detected. Nonlethal, photo voucher surveys shall be completed by a biologist who holds a Memorandum of Understanding to capture and handle Crotch bumble bee	City of Ontario and Qualified Biologist	Prior to the start of ground-disturbing activities if the Crotch bumble bee is legally protected under the California ESA as a Candidate or Listed species at the time ground-disturbing activities are scheduled to begin	City of Ontario Planning Department	

Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
(if nesting and chilling protocol is to be utilized) or by a CDFW-approved biologist experienced in identifying native bumble bee species (if surveys are restricted to visual surveys that will provide high-resolution photo documentation for species verification). The surveyor shall walk through all areas of suitable habitat focusing on areas with floral resources. Surveys shall be completed at a minimum of one person-hour of searching per three acres of suitable habitat during suitable weather conditions (sustained winds less than 8 mph, mostly sunny to full sun, temperatures between 65 and 90ºF) at an appropriate time of day for detection (at least an hour after sunrise and at least two hours before sunset, though ideally between 9:00 a.m. and 1:00 p.m.) If Crotch bumble bees are detected, CDFW shall be notified by the designated biologist as further coordination may be required to avoid or mitigate certain impacts. At a minimum, two nesting surveys shall be conducted with focus on detecting active nesting colonies within one week and 24 hours immediately prior to ground disturbing activities that are scheduled to occur during the flight season (February through October). If an active Crotch bumble bee nest is detected, an appropriate no disturbance buffer zone (including foraging resources and flight corridors essential for supporting the colony) shall be established around the nest to reduce the risk of disturbance or accidental take and the designated biologist shall coordinate with CDFW to determine if an Incidental Take Permit under Section 2081 of the California ESA will be required. Nest avoidance buffers may be removed at the completion of the flight season and/or once the qualified biologist deems the nesting colony is no longer active and CDFW has provided concurrence of that determination. If no nests are found but the species is present, a full-time				

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	qualified biological monitor shall be present during vegetation or ground-disturbing activities that are scheduled to occur during the queen flight period (February through March), colony active period (March through September), and/or gyne flight period (September through October). Because bumble bees move nest sites each year, two preconstruction nesting surveys shall be required during each subsequent year of construction, regardless of the previous year's findings, whenever vegetation and ground-disturbing activities are scheduled to occur during the flight season if nesting and foraging habitat is still present or has re-established.				
BIO-5	**Bat Management Plan:** A Bat Management Plan shall be prepared by a qualified bat biologist no less than one year prior to the commencement of project-related activities (including, but not limited to, structure removal or demolition, tree removal, grading, and vegetation removal) that shall include specific avoidance and minimization measures to reduce impacts to roosting bats. The project-specific Bat Management Plan may include any of the following as necessary and appropriate: additional habitat assessments of inaccessible areas that would be directly or indirectly impacted during Project activities, emergence and/or acoustic surveys for bats during the maternity season (April 1 through August 31) to assess the potential for bat maternity roosts in the ORSC site and Offsite Improvement Area, and preconstruction surveys for roosting bats including acoustic monitoring. The Bat Management Plan shall also include recommendations to minimize impacts to roosting bats, including the implementation of no-disturbance buffers, tree- and cliff-swallow nest removal protocols, passive exclusion of bats outside of the maternity and hibernation seasons (if	City of Ontario and Qualified Bat Biologist	No less than one year prior to the start of ground-disturbing activities	City of Ontario Planning Department	

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	impacts are unavoidable), and/or species-specific replacement alternative roosting habitat.				
BIO-6	**Tree Avoidance and Removal Process.** If trees are scheduled to be removed (e.g., relocating/modified (i.e., trimming) that were determined to be suitable for bat roosting, these activities shall be scheduled during one of the seasonal periods of bat activity listed below, and when evening temperatures are not below 45ºF and rain is not over 0.5 inch in 24 hours: • September 1 to October 31 (preferred): This is after the maternity season but prior to winter torpor. • February 15 to March 31: After winter torpor but prior to the start of the maternity season. 1. If trees with suitable bat roosting habitat are scheduled for removal or relocation outside of the maternity season, tree removal during the time periods and weather parameters described above using the two-step method shall be conducted: a. Prior to the two-step method, as much as feasible, vegetation and trees within the area that are not suitable for roosting bats shall be removed first to provide a disturbance that might reduce the likelihood of bats using the habitat. b. Two-step tree removal shall occur over two consecutive days under the supervision of a qualified bat biologist. On Day 1, small branches and small limbs containing no cavity, crevice or exfoliating bark habitat on habitat trees (or outer fronds in the case of palm trees), as identified by a qualified bat biologist are removed first, using chainsaws only (i.e., no	City of Ontario, Qualified Bat Biologist, and Construction Contractor	Prior to ground-disturbing-activities between September 1 and October 31 or February 15 and March 31, if trees are scheduled to be removed	City of Ontario Planning Department	

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	dozers, backhoes). The following day (Day 2), the remainder of the tree is to be felled/removed. (The intention of this method is to disturb the tree with noise and vibration and branch removal on Day 1. This should cause any potentially present day-roosting bats to abandon the roost tree after they emerge for nighttime foraging. Removing the tree quickly the next consecutive day should avoid reoccupation of the tree by bats). 2. If tree removal/modification must occur during the maternity season (April 1 to August 31), a qualified bat biologist shall conduct a focused emergence survey(s) of the tree(s) within 48 hours of scheduled work. If a maternity roost is located, whether solitary or colonial, that roost shall remain undisturbed until after the maternity season or until a qualified biological monitor has determined the roost is no longer active.				
BIO-7	**Delhi Sands Flower-Loving Fly Habitat Suitability Assessment:** Prior to the start of ground-disturbing activities (including vegetation removal and fence installation activities), a habitat assessment shall be performed within the ORSC site and Offsite Improvement Area and adjacent areas by a USFWS-permitted biologist with a 10(a)(1)(A) permit to conduct surveys for Delhi sands flower-loving fly and with extensive knowledge of the species. The purpose of the habitat assessment will be to determine the presence of suitable habitat for the species in the ORSC site and Offsite Improvement Area and adjacent areas as well as ascertain the potential for the species to occur on or adjacent to the ORSC site and Offsite Improvement Area. The habitat assessment shall include a site walkover, a check of adjacent empty lots for comparison of habitat quality to the ORSC site and Offsite Improvement Area, photographs to document the site	City of Ontario and USFWS-Permitted Biologist with a 10(a)(1)(A) permit to conduct surveys for Delhi sands flower-loving fly	Prior to ground-disturbing activities	City of Ontario Planning Department	

Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
conditions, and characterizing the type and quality of the habitats within the ORSC site and Offsite Improvement Area with respect to Delhi sands flower-loving fly. At the conclusion of the habitat assessment, a brief report of findings as well as recommendations on whether focused surveys must be conducted shall be prepared by the USFWS-permitted biologist. The report shall also include any additional project-specific avoidance, minimization, and mitigation measure recommendations for the species. The City shall follow the recommendations identified in the report of findings. If Delhi sands flower-loving fly is present in the ORSC site and Offsite Improvement Area and impacts to the species are unavoidable, then the City must initiate consultation with USFWS under either Section 7 or 10 of the federal ESA. If suitable habitat is identified in the ORSC site and Offsite Improvement Area, then the City of Ontario will continue to carry out the requirements of its MOA with IERCD to mitigate for loss of Delhi Sands flower-loving fly habitat. This MOA outlines the collection of Habitat Mitigation Fees by the City of Ontario that will be managed by a Land Trust for the acquisition, restoration, rehabilitation, and maintenance of lands selected by the Land Trust to have long-term conservation value for species such as Delhi Sands flower-loving fly. Up to 25-percent of the total Mitigation Fee collected may be used for the recovery of the Delhi Sands flower-loving fly.				
BIO-8 **Preconstruction Survey for Nesting Birds:** If construction or other project activities are scheduled to occur during the nesting bird and raptor season (generally February 1 through August 31), a preconstruction nesting bird and raptor survey shall be conducted by a qualified avian	City of Ontario and Qualified Avian Biologist	No more than three days prior to ground-disturbing activities	City of Ontario Planning Department	

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	biologist to ensure that active bird nests will not be disturbed or destroyed. The survey shall be completed no more than three days prior to initial ground disturbance. The nesting bird survey shall include the ORSC site and Offsite Improvement Area and adjacent areas where Project activities have the potential to affect active nests, either directly or indirectly, due to construction activity, noise, human activity, or ground disturbance. If an active nest is identified, a qualified avian biologist shall establish an appropriately sized nondisturbance buffer around the nest using flagging or staking. Construction activities shall not occur within any non-disturbance buffer zones until the nest is deemed inactive by the qualified avian biologist. If initial ground-disturbing activities are scheduled during the nesting bird season, then a biological monitor shall be present during all vegetation removal activities to ensure no impacts to nesting birds occur.				
BIO-9	**Biological Resources Best Management Practices:** The construction contractor(s) shall implement the following construction best management practices during ground disturbing activities: • To prevent encroachment into areas immediately adjacent to the Cucamonga Creek Flood Control Channel, temporary fencing should be installed along the eastern perimeter of the ORSC site. • Confine all work activities to a predetermined work area. • To prevent inadvertent entrapment of wildlife during the construction phase of the ORSC, all excavated, steep-walled holes or trenches more than two feet deep shall be covered at the close of each working day by plywood or similar materials. If the trenches cannot be closed, one	City of Ontario and Construction Contractor	During ground-disturbing activities	City of Ontario Planning Department	

Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
or more escape ramps constructed of earthen fill or wooden planks shall be installed. Before such holes or trenches are filled, they should be thoroughly inspected for trapped animals. • Wildlife are often attracted to burrow- or den-like structures such as pipes and may enter stored pipes and become trapped or injured. To prevent wildlife use of these structures, construction pipes, culverts, or similar structures with a diameter of four inches or greater shall be capped while stored onsite. • Food-related trash items such as wrappers, cans, bottles, and food scraps shall be disposed of in securely closed containers and removed at least once a week from the construction site. • Use of rodenticides and herbicides on the ORSC site shall be implemented in a manner that reduces the potential for primary or secondary poisoning of non-target species. This is necessary to prevent poisoning of non-target species, including special-status species, and the depletion of prey populations on which they depend. Use of such compounds shall observe label and other restrictions mandated by the USEPA, California Department of Food and Agriculture, and other state and federal legislation. If rodent control must be conducted, zinc phosphide shall be used because it has a proven lower risk to predatory wildlife.				
Cultural Resources				
CUL-1 Prior to the start of construction, the Project Proponent shall retain a qualified professional archaeologist to monitor all ground-disturbing activities associated with construction of the ORSC site and Offsite Improvement Area. Monitoring is not required for placement of	City of Ontario and Qualified Professional Archaeologist	Prior to start of construction	City of Ontario Planning/Building Department	

Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
equipment or fill inside excavations that were monitored, above-ground construction activities, or redistribution of soils that were previously monitored (such as the return of stockpiles to use in backfilling). The Monitoring Archaeologist shall meet or work under the direct supervision of someone meeting the Secretary of the Interior's professional qualifications standards for prehistoric and historic archaeology. The archaeologist shall be present at a pre-grading meeting(s), establish procedures for archeological resource monitoring during grading and construction, and establish, in conjunction with the City, procedures to temporarily halt or redirect all work to allow the sampling, identification, and evaluation of all resources as that are encountered by the archaeologist. 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 conjunction with the City, that shall be taken for exploration and/or salvage in compliance with CEQA standards.				
Geology and Soils				
GS-1 Prior to grading, a Paleontological Resources Mitigation and Monitoring Plan (PRMMP) shall be prepared by a Qualified Paleontologist meeting the standards of Society of Vertebrate Paleontology (2010). The PRMMP shall discuss the laws and regulations for the protection of paleontological resources, the significance of fossils, and protocol to follow in case a discovery is made. The PRMMP shall also outline the duties of paleontological monitoring onsite, including the salvaging and preparation of fossils and the final submission of all paleontological resources to an accredited museum or facility for curation.	City of Ontario and Qualified Paleontologist	Prior to the start of grading	City of Ontario Planning/Building Department	

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
GS-2	During excavations exceeding depth of approximately 5 to 10 feet below ground surface, a qualified paleontological monitor shall be present during construction activities to spot check the sediments and depths of excavations to determine the geologic units encountered. If paleontological resources are discovered, full-time monitoring shall be required during grading, as identified in the Paleontological Resources Monitoring and Mitigation Plan.	City of Ontario and Qualified Paleontologist Monitor	During construction and grading activities	City of Ontario Planning/Building Department	
GS-3	In the event of any fossil discovery, regardless of depth or geologic formation, construction work shall halt within a 50-foot radius of the find until its significance can be determined by a qualified paleontologist. Significant fossils shall be recovered, prepared to the point of curation, identified by qualified experts, listed in a database to facilitate analysis, and deposited in a designated paleontological curation facility in accordance with the standards of the Society of Vertebrate Paleontology (2010). A regional repository shall be identified by the City Council and a curatorial arrangement shall be signed prior to collection of the fossils.	City of Ontario and Qualified Paleontologist	During construction	City of Ontario Planning/Building Department	
Greenhouse Gas Emissions					
GHG-1	The City of Ontario shall require proposed buildings within the ORSC site to be all electric, with electricity to be the only permanent source of energy for all nonemergency building energy needs, including but not limited to water heating; mechanical equipment; and heating, ventilation, and air conditioning (HVAC) (i.e., space-heating and space cooling). All major appliances (e.g., dishwashers, refrigerators, and water heaters) provided/installed shall be electric-powered EnergyStar certified or an equivalent energy efficiency where applicable. The only exception to this measure shall be limited to commercial cooking uses. Prior to issuance of building permits for development projects, applicants shall provide plans that show the aforementioned requirements	City of Ontario and Future Project Applicants	Prior to issuance of the certificate of occupancy for project buildings	City of Ontario Planning/Building Department	

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	to the City of Ontario Planning Department. Prior to issuance of the certificate of occupancy, the City of Ontario Building Department shall verify installation of the electric-powered EnergyStar or equivalent appliances.				
GHG-2	The City of Ontario shall require proposed buildings and parking areas within the ORSC site to include on-site renewable energy generation systems. Proposed buildings shall include photovoltaic (PV) and battery energy storage systems compliant with the Prescriptive Requirements of the California Building Standards Code, Part 6, California Energy Code. Proposed buildings may substitute alternative renewable energy generation technology (e.g., wind) for PV systems; however, that alternative generation technology system shall be sized to provide annual electricity equal to what would be provided by a PV system for that building compliant with the Prescriptive Requirements of the California Building Standards Code, Part 6, California Energy Code. Proposed parking areas shall include a PV system or alternative renewable energy generation system (e.g., wind) to help offset electricity demand generated by electric vehicle charging. Prior to issuance of building permits for development projects, applicants shall provide plans that show the aforementioned requirements to the City of Ontario Planning Department. Prior to issuance of the certificate of occupancy, the City of Ontario Building Department shall verify installation of the PV and battery energy storage systems or alternative renewable energy generation systems.	City of Ontario and Future Project Applicants	Prior to issuance of the certificate of occupancy for project buildings	City of Ontario Building/ Planning Department	
GHG-3	The City of Ontario shall require that the parking lots and parking structure install electric vehicle spaces in compliance with the voluntary Tier 2 standards under Section A5.106.5.3.2 of the Non-residential Voluntary Measures in the 2022 California Green Building Standards Code. All site plans submitted to the City of Ontario Planning	City of Ontario and Future Project Applicants	Prior to issuance of the certificate of occupancy for project buildings	City of Ontario Planning/Building Department	

Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
Department shall illustrate compliance with Section A5.106.5.3.2.				
GHG-4 The City of Ontario shall require applicants to design and construct buildings in Planning Areas 2, 3, and 4 to achieve a 100-point score with the 2022 Community Climate Action Plan (CCAP), Table 6, "Screening Table for Implementing GHG Performance Standards for Commercial, Office, Medical, Hotel, Industrial, and Retail Development, 2030."	City of Ontario and Future Project Applicants	Prior to issuance of the certificate of occupancy for project buildings	City of Ontario Planning Department	
Hazards and Hazardous Materials				
See Mitigation Measures TRAF-3, below.				
Noise				
N-1 The construction contractor shall implement the following measures during construction activities on the ORSC site and Offsite Improvement Area. These measures shall be identified on demolition, grading, and/or building permits. • Prior to construction activities that warrant nighttime construction (e.g., infrastructure work, concrete pours, etc.), the construction contractor shall install noise pathway controls, including noise barriers and enclosures free from gaps and holes, which shall be placed as close as possible to construction areas. The temporary noise barrier shall be a sufficient height to block the direct line-of-sight between the on-site construction areas and off-site noise sensitive receptors and shall be a minimum of 6 feet tall and shall be constructed out of wood or other materials with a minimum surface weight of approximately 2.5 pounds per square foot. • Construction equipment operating on a site shall be equipped with the appropriate manufacturer's noise reduction devices, including but not limited to a manufacturer's muffler (or equivalently rated material) that is free of rust, holes, and exhaust leaks.	City of Ontario's Construction Contractor	During construction activities	City of Ontario Planning/Building Department	

Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
• Noise from construction devices with internal combustion engines shall be mitigated by ensuring that the engine's housing doors are kept closed, and by using noise-insulating material mounted on the engine housing that does not interfere with the manufacturer's guidelines for engine operation or exhaust. • Portable compressors, generators, pumps, and other such devices shall be covered with noise-insulating fabric to the maximum extent possible that does not interfere with the manufacturer's guidelines for engine operation or exhaust, and shall further reduce noise by operating the device at lower engine speeds during the work to the maximum extent possible. • Idling on-site of heavy-duty diesel vehicles with Gross Vehicle Weight Rating of 10,000 pounds shall be limited to no longer than five minutes while parking, standing, or stopping, as per 13 California Code of Regulations Section 2485, Airborne Toxic Control Measure to Limit Diesel-Fueled Commercial Motor Vehicle Idling. • Quieter back-up alarms on construction equipment shall be used whenever feasible. • Construction vehicles shall be strategically positioned to minimize operation near receptors and avoiding tailgate slamming to the extent possible.				
NOI-3 **HVAC Equipment, Planning Areas 2, 3, 4, and 7 Buildings**. An acoustics study shall be provided to the City of Ontario prior to building permit issuance for new structures with HVAC systems in Planning Areas 2, 3, 4, and 7 that documents compliance with the overnight noise levels in the City's municipal code (45 dBA at single-family residences from 10:00 pm to 7:00 am). HVAC equipment for the indoor	City of Ontario and Future Project Applicants	Prior to building permit issuance for new structures with HVAC systems in Planning Areas 2, 3, 4, and	City of Ontario and Future Project Applicants	

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	athletic facility shall be designed and/or placed to yield a sound level less than 65 dBA at 50 feet to ensure compliance would result in a noise level of approximately 44 dBA at residential land uses to the east along Plymouth Avenue. Noise associated with operation of heating and cooling equipment shall be minimized by the design and strategic placement of equipment.				
Transportation					
TRAF-1a	**Commercial/Hospitality TDM Measures.** Applicants for commercial and hotel development in Planning Areas 2, 3, and 4 shall prepare Transportation Demand Management (TDM) measures analyzed under a VMT-reduction methodology consistent with the California Air Pollution Control Officers Association's (CAPCOA) Final Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity (2021) and approved by the City of Ontario. Measures shall include but are not limited to: • Implement a voluntary commute trip reduction program for employees. • Implement an employee parking cash-out program for employees. • Collaborate with the City to support transit service expansion. • Comply with requirements detailed in the Parking Management Plan, including providing parking validation for retail and hospitality visitors.	City of Ontario and Future Project Applicants	Prior to issuance of building permits	City of Ontario Planning Department	
TRAF-3	Prior to issuance of grading permits, the construction contractor shall prepare and submit a construction management plan. The construction management plan shall be approved by the City of Ontario Public Works	City of Ontario's Construction Contractor and Public Works	Prior to issuance of grading permits	City of Ontario Planning Department and Public Works	

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	Department. The construction management plan shall identify construction hours, truck routes, travel patterns for haul routes, staging and parking areas, staggered worker arrival times, and safety procedures for pedestrians and cyclists. The construction management plan shall prohibit the use of heavy construction vehicles during peak hours. The plan shall also require the construction contractor to implement the following measures during construction activities, which shall be discussed at the pre-grading conference/meeting: • Minimize obstruction of through-traffic lanes and provide temporary traffic controls, such as a flag person, during all roadway improvement activities to maintain adequate access for emergency vehicles and personnel. • Develop a traffic plan to minimize interference for emergency vehicles and personnel from demolition and construction activities (e.g., advanced public notice of demolition and construction activities).				
Tribal Cultural Resources					
TCR-1	**Tribal Cultural Resources Monitoring.** The project archaeologist, in consultation with interested tribes and the City of Ontario, shall develop an archaeological monitoring plan (AMP) to address the details, timing, and responsibility of archaeological and cultural activities that will occur on the ORSC site and Offsite Improvement Area. Details in the AMP shall include: 1. Project-related ground disturbance (including, but not limited to, brush clearing, grading, trenching, etc.) and development scheduling; 2. The development of a rotating or simultaneous schedule in coordination with the developer and the project archeologist for designated Native American	City of Ontario Planning Department in coordination with Project Archeologist and Interested Tribes	Prior to and during construction	City of Ontario Planning Department	

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	Tribal Monitors from the consulting tribes during grading, excavation, and ground-disturbing activities on the site: including the scheduling, safety requirements, duties, scope of work, and Native American Tribal Monitors' authority to stop and redirect grading activities in coordination with all project archaeologists. Tribes shall coordinate as to Tribal Monitoring concurrent with development; 3. The protocols and stipulations that the City, Tribes, and project archaeologist will follow in the event of inadvertent cultural resources discoveries, including any newly discovered cultural resource deposits that shall be subject to a cultural resources evaluation. At least 30 days prior to application for a grading permit and before any brush clearance, grading, excavation, and/or ground-disturbing activities on the site, the developer shall retain a tribal cultural monitor to monitor all ground-disturbing activities in an effort to identify any unknown archaeological resources. Pursuant to the AMP, a tribal monitor from the consulting tribes shall be present during the initial grading activities. If tribal resources are found during grubbing activities, the tribal monitoring shall be present during site grading activities.				
TCR-2	**Treatment and Disposition of Cultural Resources.** In the event that Native American cultural resources are inadvertently discovered during the course of any ground-disturbing activities, including but not limited to brush clearance, grading, trenching, etc., at the ORSC site or Offsite Improvement Area, the following procedures will be carried out for treatment and disposition of the discoveries:	Ontario's Construction Contractor in coordination with Project Archeologist and Interested Tribes	During construction	City of Ontario Planning Department/Building Department	

Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
1. Temporary Curation and Storage: During the course of construction, all discovered resources shall be temporarily curated in a secure location on-site or at the offices of the project archaeologist. The removal of any artifacts from the ORSC site and Offsite Improvement Area will need to be thoroughly inventoried with tribal monitor oversight of the process; 2. Treatment and Final Disposition: The landowner(s) shall relinquish ownership of all cultural resources, including sacred items, burial goods, and all archaeological artifacts and nonhuman remains as part of the required mitigation for impacts to cultural resources. The City shall relinquish the artifacts through one or more of the following methods: a. Accommodate the process for on-site reburial of the discovered items with the consulting Native American tribes or bands. This shall include measures and provisions to protect the future reburial area from any future impacts. Reburial shall not occur until all cataloging, basic analysis, other analyses as recommended by the project archaeologist and approved by consulting tribes, and basic recordation have been completed; all documentation should be at a level of standard professional practice to allow the writing of a report of professional quality; b. A curation agreement with an appropriate qualified repository in San Bernardino County that meets federal standards per 36 CFR Part 79, and therefore the resource would be professionally curated and made available to other archaeologists/researchers for further study. The collections and associated				

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	records shall be transferred, including title, to an appropriate curation facility in San Bernardino County, to be accompanied by payment of the fees necessary for permanent curation; c. For purposes of conflict resolution, if more than one Native American tribe or band is involved with the project and cannot come to an agreement as to the disposition of cultural materials, materials shall be curated at the San Bernardino County Museum by default; d. At the completion of grading, excavation, and ground-disturbing activities on the site, a Phase IV Monitoring Report shall be submitted to the City documenting monitoring activities conducted by the project archaeologist and Native Tribal Monitors within 60 days of completion of grading. This report shall document the impacts to the known resources on the property; describe how each mitigation measure was fulfilled; document the type of cultural resources recovered and the disposition of such resources; provide evidence of the required cultural sensitivity training for the construction staff held during the required pregrade meeting; and, in a confidential appendix, include the daily/weekly monitoring notes from the archaeologist. All reports produced will be submitted to the City, County Museum, and consulting tribes.				
TCR-3	**Unanticipated Discovery of Human Remains and Associated Funerary or Ceremonial Objects.** Native American human remains are defined in Public Resources Code Section 5097.98(d)(1) as an inhumation or cremation, and in any state of decomposition or skeletal	City of Ontario's Construction Contractor in coordination with Interested Tribes	During construction	City of Ontario Planning Department	

Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
completeness. Funerary objects, called associated grave goods in Public Resources Code Section 5097.98, are also to be treated according to this statute. a) If Native American human remains and/or grave goods are discovered or recognized on the ORSC site, then Public Resource Code 5097.9 as well as Health and Safety Code Section 7050.5 shall be followed. b) Human remains and grave/burial goods shall be treated alike per California Public Resources Code section 5097.98(d)(1) and (2). c) Preservation in place (i.e., avoidance) is the preferred manner of treatment for discovered human remains and/or burial goods. d) Any discovery of human remains/burial goods shall be kept confidential to prevent further disturbance.				

RESOLUTION NO. PC25-059

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PDEV25-007, A 226 ROOM HOTEL TOTALING 183,609 SQUARE FEET (INCLUDING A 158,272 SQUARE FOOT HOTEL AND 25,337 SQUARE FEET OF COMMERCIAL USES) ON 3.41 ACRES OF LAND LOCATED SOUTH OF RIVERSIDE DRIVE AND EAST OF HELLMAN AVENUE WITHIN THE CCS (CONVENTION CENTER SERVICES COMMERCIAL) ZONING DISTRICT, AND MAKING FINDINGS IN SUPPORT THEREOF—APN: (APN: 218-111-67, 218-111-68, AND 218-111-69).

WHEREAS, ONTARIO RANCH HOTEL, LLC (hereinafter referred to as Applicant) has filed an Application for the approval of a Development Plan, File No. PDEV25-007, as described in the title of this Resolution (hereinafter referred to as Application or Project); and

WHEREAS, the Application applies to 3.41 acres of land generally located at the northeast corner of Hellman Avenue and “C” Street, within the Ontario Sports Empire in the CCS (Convention Center Services Commercial) zoning district, and is presently vacant; and

WHEREAS, the property to the north, east, and south of the Project site is within the CCS (Convention Center Services Commercial) zoning district and is vacant. The property to the east is within the CCS (Convention Center Services Commercial) zoning district, and is developed with baseball stadium; and

WHEREAS, the proposed Project will construct a 226 room hotel totaling 183,609 square feet (including a 158,272 square foot hotel and 25,337 square feet of commercial use) and will provide destination dining, retail, fitness center, public gathering spaces and additional guest amenities; and

WHEREAS, the Ontario Regional Sports Complex Environmental Impact Report (State Clearinghouse No. 2023110328) was certified on July 16, 2024 (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 Implementing the California Environmental Quality Act" 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 Planning Commission the responsibility and authority to review and act on the subject Application; and

WHEREAS, the Project has been reviewed for consistency with the Housing Element of the Policy Plan component of The Ontario Plan 2050, as State Housing Element law (as prescribed in Government Code Sections 65580 through 65589.8) requires that development projects must be consistent with the Housing Element, if upon consideration of all its aspects, it is found to further the purposes, principals, goals, and policies of the Housing Element; and

WHEREAS, the Project is located within the Airport Influence Area of Ontario International Airport, 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 17, 2025, the Development Advisory Board of the City of Ontario conducted a hearing to consider the Addendum and the Project, and concluded said hearing on that date, voting to issue Decision Nos. DAB25-034 and DAB25035,

respectively, recommending that the Planning Commission recommend the City Council approve the Application; and

WHEREAS, as the first action on the Project, on November 25, 2025, the Planning Commission 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 November 25, 2025, the Planning Commission 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 Planning Commission of the City of Ontario, as follows:

SECTION 1: ***Environmental Determination and Findings.*** As the decision - making body for the Project, the Planning Commission has reviewed and considered the information contained in the Addendum, the initial study, and the administrative record for the Project, including all written and oral evidence provided during the comment period. Based upon the facts and information contained in the Addendum, the initial study, and the administrative record, including all written and oral evidence presented to the Planning Commission, the Planning Commission finds as follows:

(1) The environmental impacts of the Project were reviewed in conjunction with an Addendum to Ontario Regional Sports Complex Environmental Impact Report (State Clearinghouse No. 2023110328), certified by the Ontario City Council on July 16, 2024; 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 "Local Guidelines for Implementing the California Environmental Quality Act" 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 Planning Commission; 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: ***Subsequent or Supplemental Environmental Review Not Required.*** Based on the EIR Addendum, all related information presented to the Planning Commission, and the specific findings set forth in Section 1, above, the Planning Commission 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 Planning Commission finds that based upon the facts and information contained in the Application and supporting documentation, at the time of Project implementation, the Project is consistent with the Housing Element of the Policy Plan (General Plan) component of The Ontario Plan 2050, 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 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.

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 Planning Commission 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 Planning Commission 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 Planning Commission during the above-referenced hearing, and upon the specific findings set forth in the Sections above, the Planning Commission hereby concludes as follows:

Development Plans

(1) ***The proposed development at the proposed location is consistent with the goals, policies, plans and exhibits of the Vision, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan 2050.*** The proposed Project is located within the Hospitality land use district of the Policy Plan Land Use Map, and the CCS (Convention Center Services Commercial) zoning district. The development standards and conditions under which the proposed Project will be constructed and

maintained, is consistent with the goals, policies, plans, and exhibits of the Vision, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan 2050.

(2) ***The proposed development is compatible with those on adjoining sites in relation to location of buildings, with particular attention to privacy, views, any physical constraint identified on the site and the characteristics of the area in which the site is located.*** The Project has been designed consistent with the requirements of the City of Ontario Development Code and the CCS (Convention Center Services Commercial) zoning district, including standards relative to the particular land use proposed hotel, as-well-as building intensity, building and parking setbacks, building height, number of off-street parking and loading spaces, on-site and off-site landscaping, and fences, walls and obstructions.

(3) ***The proposed development will complement and/or improve upon the quality of existing development in the vicinity of the Project and the minimum safeguards necessary to protect the public health, safety and general welfare have been required of the proposed Project.*** The Planning Commission has required certain safeguards, and impose certain conditions of approval, which have been established to ensure that: [i] the purposes of the Development Code are maintained; [ii] the Project will not endanger the public health, safety or general welfare; [iii] the Project will not result in any significant environmental impacts; [iv] the Project will be in harmony with the area in which it is located; and [v] the Project will be in full conformity with the Vision, City Council Priorities and Policy Plan components of The Ontario Plan 2050.

(4) ***The proposed development is consistent with the development standards and design guidelines set forth in the Development Code, or applicable specific plan or planned unit development.*** The proposed Project has been reviewed for consistency with the general development standards and guidelines of the Development Code that are applicable to the proposed Project, including building intensity, building and parking setbacks, building height, amount of off-street parking and loading spaces, parking lot dimensions, design and landscaping, bicycle parking, on-site landscaping, and fences and walls, as-well-as those development standards and guidelines specifically related to the particular land use being proposed (hotel). As a result of this review, the Planning Commission has determined that the Project, when implemented in conjunction with the conditions of approval, will be consistent with the development standards and guidelines described in the Development Code.

SECTION 6: ***Planning Commission Action.*** Based upon the findings and conclusions set forth in the Sections above, the Planning Commission hereby APPROVES the herein described Application, subject to each and every condition set forth in the Department reports 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: ***Certification to Adoption.*** The Secretary shall certify to the adoption of the Resolution.

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The Secretary Pro Tempore for the Planning Commission of the City of Ontario shall certify as to the adoption of this Resolution.

I hereby certify that the foregoing Resolution was duly and regularly introduced, passed and adopted by the Planning Commission of the City of Ontario at a regular meeting thereof held on the 25th day of November 2025, and the foregoing is a full, true and correct copy of said Resolution, and has not been amended or repealed.

Nicola Ricci
Planning Commission Chairman

ATTEST:

Henry K. Noh
Planning Director and
Secretary to the Planning Commission

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

I, Gwen Berendsen, Secretary Pro Tempore of the Planning Commission of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. PC25-059 was duly passed and adopted by the Planning Commission of the City of Ontario at their regular meeting held on November 25, 2025, by the following roll call vote, to wit:

AYES: Gage, Lampkin, Marks, Ricci

NOES: None

ABSENT: Anderson, DeDiemar

ABSTAIN: None

Gwen Berendsen

Gwen Berendsen
Secretary Pro Tempore

ATTACHMENT A:

File No. PDEV25-007
Departmental Conditions of Approval

(Departmental conditions of approval to follow this page)

LAND DEVELOPMENT DIVISION CONDITIONS OF APPROVAL

CITY OF ONTARIO PLANNING DEPARTMENT

303 East B Street, Ontario, California 91764 Phone: 909.395.2036 / Fax: 909.395.2420

Date Prepared: 11/17/2025

File No: PDEV25-007

Project Description: A Development Plan to construct a 226 room hotel totaling 183,903 square feet (including a 158,272 square foot hotel and 25,631 square feet of commercial uses) on 3.41 acres of land located south of Riverside Drive and east of Hellman Avenue within the CCS (Convention Center Services Commercial) zoning district; (APN: 218-111-67, 218-111-68, and 218-111-69)**; submitted by Ontario Ranch Hotel.**

Prepared By: Thomas Grahn, Principal Planer
Phone: 909.395.2413 (direct)
Email: tgrahn@ontarioca.gov

The Planning Department, Land Development Section, conditions of approval applicable to the above-described Project, are listed below. The Project shall comply with each condition of approval listed below:

1.0 Standard Conditions of Approval. The project shall comply with the *Standard Conditions for New Development*, adopted by City Council Resolution No. 2017-027 on April 18, 2017. A copy of the *Standard Conditions for New Development* may be obtained from the Planning Department or City Clerk/Records Management Department.

2.0 Special Conditions of Approval. In addition to the *Standard Conditions for New Development* identified in condition no. 1.0, above, the project shall comply with the following special conditions of approval:

2.1 Time Limits.

(a) Development Plan approval shall become null and void 2 years following the effective date of application approval, unless a building permit is issued and construction is commenced, and diligently pursued toward completion, or a time extension has been approved by the Planning Director. This condition does not supersede any individual time limits specified herein, or any other departmental conditions of approval applicable to the Project, for the performance of specific conditions or improvements.

2.2 General Requirements. The Project shall comply with the following general requirements:

(a) All construction documentation shall be coordinated for consistency, including, but not limited to, architectural, structural, mechanical, electrical, plumbing, landscape and irrigation, grading, utility and street improvement plans. All such plans shall be consistent with the approved entitlement plans on file with the Planning Department.

(b) The project site shall be developed in conformance with the approved plans on file with the City. Any variation from the approved plans must be reviewed and approved by the Planning Department prior to building permit issuance.

(c) The herein-listed conditions of approval from all City departments shall be included in the construction plan set for the project, which shall be maintained on site during project construction.

2.3 Landscaping.

(a) The Project shall provide and continuously maintain landscaping and irrigation systems in compliance with the provisions of Ontario Development Code Division 6.05 (Landscaping).

(b) Comply with the conditions of approval of the Planning Department, Landscape Planning Division.

(c) Landscaping shall not be installed until the Landscape and Irrigation Construction Documentation Plans required by Ontario Development Code Division 6.05 (Landscaping) have been approved by the Landscape Planning Division.

(d) Changes to approved Landscape and Irrigation Construction Documentation Plans, which affect the character or quantity of the plant material or irrigation system design, shall be resubmitted for approval of the revision by the Landscape Planning Division, prior to the commencement of the changes.

2.4 Walls and Fences. All Project walls and fences shall comply with the requirements of Ontario Development Code Division 6.02 (Walls, Fences and Obstructions).

2.5 Parking, Circulation and Access.

(a) The Project shall comply with the applicable off-street parking, loading and lighting requirements of City of Ontario Development Code Division 6.03 (Off-Street Parking and Loading).

(b) All drive approaches shall be provided with an enhanced pavement treatment. The enhanced paving shall extend from the back of the approach apron, into the site, to the first intersecting drive aisle or parking space.

(c) Areas provided to meet the City's parking requirements, including off-street parking and loading spaces, access drives, and maneuvering areas, shall not be used for the outdoor storage of materials and equipment, nor shall it be used for any other purpose than parking.

(d) The required number of off-street parking spaces and/or loading spaces shall be provided at the time of site and/or building occupancy. All parking and loading spaces shall be maintained in good condition for the duration of the building or use.

(e) Parking spaces specifically designated and conveniently located for use by the physically disabled shall be provided pursuant to current accessibility regulations contained in State law (CCR Title 24, Part 2, Chapters 2B71, and CVC Section 22507.8).

(f) The applicant/developer shall either: (a) acquire the adjacent parcels necessary to accommodate the required parking, or (b) enter into a recorded reciprocal parking and access agreement ensuring ongoing shared parking and access rights for hotel operations.

2.6 Site Lighting.

(a) All off-street parking facilities shall be provided with nighttime security lighting pursuant to Ontario Municipal Code Section 4-11.08 (Special Residential Building Provisions) and Section 4-11.09 (Special Commercial/Industrial Building Provisions), designed to confine emitted light to the parking areas. Parking facilities shall be lit from sunset until sunrise, daily, and shall be operated by a photocell switch.

(b) Unless intended as part of a master lighting program, no operation, activity, or lighting fixture shall create illumination on any adjacent property.

2.7 Mechanical and Rooftop Equipment.

(a) All exterior roof-mounted mechanical, heating and air conditioning equipment, and all appurtenances thereto, shall be completely screened from public view by parapet walls or roof screens that are architecturally treated so as to be consistent with the building architecture.

(b) All ground-mounted utility equipment and structures, such as tanks, transformers, HVAC equipment, and backflow prevention devices, shall be located out of view from a public street, or adequately screened through the use of landscaping and/or decorative low garden walls.

2.8 Security Standards. The Project shall comply with all applicable requirements of Ontario Municipal Code Title 4 (Public Safety), Chapter 11 (Security Standards for Buildings).

2.9 Signs.

(a) All Project signage shall comply with the requirements of Ontario Development Code Division 8.1 (Sign Regulations).

2.10 Environmental Requirements.

(a) If human remains are found during project grading/excavation/construction activities, the area shall not be disturbed until any required investigation is completed by the County Coroner and Native American consultation has been completed (if deemed applicable).

(b) If any archeological or paleontological resources are found during project grading/excavation/construction, the area shall not be disturbed until the significance of the resource is determined. If determined to be significant, the resource shall be recovered by a

qualified archeologist or paleontologist consistent with current standards and guidelines, or other appropriate measures implemented.

2.11 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 any approval of the City of Ontario, whether by its City Council, Planning Commission or other authorized board or officer. 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.

2.12 Additional Fees.

(a) Within 5 days following final application approval, the Notice of Determination (NOD) filing fee shall be provided to the Planning Department. The fee shall be paid by check, made payable to the "Clerk of the Board of Supervisors", which shall be forwarded to the San Bernardino County Clerk of the Board of Supervisors, along with all applicable environmental forms/notices, pursuant to the requirements of the California Environmental Quality Act (CEQA). Failure to provide said fee within the time specified will result in the extension of the statute of limitations for the filing of a CEQA lawsuit from 30 days to 180 days.

(b) After the Project's entitlement approval, and prior to issuance of final building permits, the Planning Department's Plan Check and Inspection fees shall be paid at the rate established by resolution of the City Council.

2.13 Final Occupancy. The Project Architect of record will certify that construction of each building site and the exterior elevations of each structure shall be completed in compliance with the approved plans. Any deviation to approved plans shall require a resubmittal to the Planning Department for review and approval prior to construction. The Occupancy Release Request Form/Architect Certificate of Compliance shall be provided prior to final occupancy. After the receipt of this Certification, the Planning Department will conduct a final site and exterior elevations inspection. The Owner's Representative and Contractor shall be present.

2.14 Additional Requirements.

(a) To accommodate all required vehicle and pedestrian access and all required parking, the applicant/developer shall either: (a) acquire the adjacent parcels necessary to accommodate all proposed improvements, or (b) enter into a recorded reciprocal parking and access agreement ensuring ongoing shared parking and access rights for hotel operations.

(b) The final size and locations of the proposed Digital Advertising Signs integrated into the design of the building shall require separate approval. An approved Master Sign Program and user agreement shall be required in accordance with the Ontario Development Code to establish development standards for design, approved content, sign area, location, and use.

(c) The final design of all perimeter landscaping both within the Public right-of-way and the project site shall be subject to Planning Director review and approval prior to issuance of building permits.

(d) All windows shall be recessed or provided with surrounds to provide shadow and depth to the elevations. The window final design shall be subject to Planning Director review and approval prior to the issuance of building permits.

CITY OF ONTARIO

ENGINEERING DEPARTMENT CONDITIONS OF APPROVAL

(Land Development Division, Environmental Section, Traffic & Transportation Division, Ontario Municipal Utilities Company, Broadband Department, and Financial Services Agency Conditions incorporated)

☒ **DEVELOPMENT PLAN** ☐ OTHER	☐ PARCEL MAP ☐ TRACT MAP ☐ FOR CONDOMINIUM PURPOSES
PROJECT FILE NO. PDEV25-007 **RELATED FILE NO(S). _____**	
☒ **ORIGINAL** ☐ REVISED: __/__/__	

CITY PROJECT ENGINEER & PHONE NO:	**Henry Pham (909) 395-2141**
CITY PROJECT PLANNER & PHONE NO:	**Thomas Grahn (909) 395-2413**
DAB MEETING DATE:	**November 17th, 2025**
PROJECT NAME / DESCRIPTION:	**A 231-unit hotel totaling 161,445 square feet on 3.41 acres of land**
LOCATION:	**Southeast corner of Riverside Drive and Hellman Avenue**
APPLICANT:	**Ontario Ranch Hotel LLC** **Gakhal Group**
REVIEWED BY:	**Raymond Lee, P.E.** **Assistant City Engineer** — **Date** 11/5/25
APPROVED BY:	**Khoi Do, P.E.** **City Engineer** — **Date** 11-5-25

Last Revised: 11/5/2025

THIS PROJECT SHALL COMPLY WITH THE REQUIREMENTS SET FORTH IN THE GENERAL STANDARD CONDITIONS OF APPROVAL ADOPTED BY THE CITY COUNCIL (RESOLUTION NO. 2017-027) AND THE PROJECT SPECIFIC CONDITIONS OF APPROVAL SPECIFIED HEREIN. ONLY APPLICABLE CONDITIONS OF APPROVAL ARE CHECKED. THE APPLICANT SHALL BE RESPONSIBLE FOR THE COMPLETION OF ALL APPLICABLE CONDITIONS OF APPROVAL PRIOR TO FINAL MAP OR PARCEL MAP APPROVAL, ISSUANCE OF PERMITS AND/OR OCCUPANCY CLEARANCE, AS SPECIFIED IN THIS REPORT.

1. PRIOR TO FINAL MAP OR PARCEL MAP APPROVAL, APPLICANT SHALL: Check When Complete

☐ 1.01 Dedicate to the City of Ontario, the right-of-way, described below to achieve: ☐

_____ feet on _____

Property line corner 'cut-back' required at the intersection of _____ and_____.

☐ 1.02 Dedicate to the City of Ontario, the following easement(s): _____ ☐

_____

☐ 1.03 Restrict vehicular access to the site as follows: _____ ☐

☐ 1.04 Vacate the following street(s) and/or easement(s): ☐

A. All interfering on-site easements shall be quitclaimed, vacated, and/or submit non-interference letter from affected owner/utility company.

☐ 1.05 Submit a copy of a recorded private reciprocal use agreement or easement. The agreement or easement shall ensure, at a minimum, common ingress and egress and joint maintenance of all common access areas and drive aisles. ☐

☐ 1.06 Provide (original document) Covenants, Conditions and Restrictions (CC&Rs) as applicable to the project and as approved by the City Attorney and the Engineering and Planning Departments, ready for recordation with the County of San Bernardino. The CC&Rs shall provide for, but not be limited to, common ingress and egress, joint maintenance responsibility for all common access improvements, common facilities, parking areas, utilities, median and landscaping improvements and drive approaches, in addition to maintenance requirements established in the Water Quality Management Plan (WQMP), as applicable to the project. The CC&Rs shall also address the maintenance and repair responsibility for public improvements/utilities (sewer, water, storm drain, recycled water, etc.) located within open space/easements. In the event of any maintenance or repair of these facilities, the City shall only restore disturbed areas to current City Standards. ☐

☐ 1.07 For all development occurring south of the Pomona Freeway (60-Freeway) and within the specified boundary limits (per Boundary Map found at *http://tceplumecleanup.com/*), the property developer/owner is made aware of the South Archibald Trichloroethylene (TCE) Plume "Disclosure Letter". Property owner may wish to provide this 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?global_id=T10000004658*. ☐

☐ 1.08 File an application for Reapportionment of Assessment, together with payment of a reapportionment processing fee, for each existing assessment district listed below. Contact the Financial Services Department at (909) 395-2124 regarding this requirement. ☐

(1) _____

(2) _____

☐ 1.09 Prepare a fully executed Subdivision Agreement (on City approved format and forms) with accompanying security as required, or complete all public improvements. ☐

☐ 1.10 Provide a monument bond (i.e. cash deposit) in an amount calculated by the City's approved cost estimate spreadsheet (available for download on the City's website: www.ontarioca.gov) or as specified in writing by the applicant's Registered Engineer or Licensed Land Surveyor of Record and approved by the City Engineer, whichever is greater. ☐

☐ 1.11 Provide a preliminary title report current to within 30 days. ☐

☐ 1.12 File an application, together with an initial deposit (if required), to establish a Community Facilities District (CFD) pursuant to the Mello-Roos Community Facilities District Act of 1982. The application and fee shall be submitted a minimum of four (4) months prior to final subdivision map approval, and the CFD shall be established prior to final subdivision map approval or issuance of building permits, whichever occurs first. The CFD shall be established upon the subject property to provide funding for various City services. An annual special tax shall be levied upon each parcel or lot in an amount to be determined. The special tax will be collected along with annual property taxes. The City shall be the sole lead agency in the formation of any CFD. Contact Financial Services Agency at (909) 395-2015 or email CFD@ontarioca.gov to initiate the CFD application process. ☐

☐ 1.13 Ontario Ranch Developments: ☐

☐ 1) Provide evidence of final cancellation of Williamson Act contracts associated with this tract, prior to approval of any final subdivision map. Cancellation of contracts shall have been approved by the City Council.

☐ 2) Provide evidence of sufficient storm water capacity availability equivalents (Certificate of Storm Water Treatment Equivalents).

☐ 3) Provide evidence of sufficient water availability equivalents (Certificate of Net MDD Availability).

☐ 1.14 Other conditions: _____ ☐

2. PRIOR TO ISSUANCE OF ANY PERMITS, APPLICANT SHALL:

A. GENERAL
(Permits includes Grading, Building, Demolition and Encroachment)

☐ 2.01 Record Parcel Map/Tract Map No. _____ pursuant to the Subdivision Map Act and in accordance with the City of Ontario Municipal Code. ☐

☐ 2.02 Submit a PDF of the recorded map to the City Engineer's office. ☐

☐ 2.03 Note that the subject parcel is a recognized parcel in the City of Ontario per _____. ☐

☒ **2.04 Note that the subject parcel is an 'unrecognized' parcel in the City of Ontario and shall require a Certificate of Compliance to be processed unless a deed is provided confirming the existence of the parcel prior to the date of March 4, 1972.** ☐

☐ 2.05 Apply for a: ☐

☐ Certificate of Compliance with a Record of Survey;

☐ Lot Line Adjustment (Record a Conforming Deed with the County of San Bernardino within six months of the recordation of the Lot Line Adjustment to conform the new LLA legal description. Submit a copy of the recorded Conforming Deed to the Engineering Department.);

☐ Make a Dedication of Easement.

☐ 2.06 Provide (original document) Covenants, Conditions and Restrictions (CC&R's), as applicable to the project, and as approved by the City Attorney and the Engineering and Planning Departments, ready for recordation with the County of San Bernardino. The CC&R's shall provide for, but not be limited to, common ingress and egress, joint maintenance of all common access improvements, common facilities, parking areas, utilities and drive approaches in addition to maintenance requirements established in the Water Quality Management Plan (WQMP), as applicable to the project. ☐

☒ **2.07 For all development occurring south of the Pomona Freeway (60-Freeway) and within the specified boundary limits (per Boundary Map found at *http://tceplumecleanup.com/*), the property developer/owner is made aware of the South Archibald Trichloroethylene (TCE) Plume "Disclosure Letter". Property owner may wish to provide this 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?global_id=T10000004658*.** ☐

☒ **2.08 Submit a soils/geology report.** ☐

☒ **2.09 Other Agency Permit/Approval: Submit a copy of the approved permit and/or other form of approval of the project from the following agency or agencies:** ☐

- ☐ State of California Department of Transportation (Caltrans)
- ☐ San Bernardino County Road Department (SBCRD)
- ☐ San Bernardino County Flood Control District (SBCFCD)
- ☐ Federal Emergency Management Agency (FEMA)
- ☐ Cucamonga Valley Water District (CVWD) for sewer/water service
- ☐ United States Army Corps of Engineers (USACE)
- ☐ California Department of Fish & Game
- ☐ Inland Empire Utilities Agency (IEUA)
- ☒ **Other: Omnitrans for Bus Turnout on Riverside Dr.**

☐ 2.10 Dedicate to the City of Ontario, the right-of-way, described below to achieve: ☐

☒ **2.11 Dedicate to the City of Ontario, the following easement(s):** ☐

1. **Easement for public street purposes around parking stalls on "C" Street**
2. **Easement for public sidewalk purposes around sidewalk on "C" Street**
3. **Easements around water meters per OMUC conditions of approval.**

☒ **2.12 Vacate the following street(s) and/or easement(s):** ☐

A. **All interfering on-site easements shall be quitclaimed, vacated, and/or submit non-interference letter from affected owner/utility company.**

☒ **2.13 Ontario Ranch Developments:** ☐

☐ 1) Submit a copy of the permit from the San Bernardino County Health Department to the Engineering Department and the Ontario Municipal Utilities Company (OMUC) for the destruction/abandonment of the on-site water well. The well shall be destroyed/abandoned in accordance with the San Bernardino County Health Department guidelines.

☒ **2) Make a formal request to the City of Ontario Engineering Department for the proposed temporary use of an existing agricultural water well for purposes other than agriculture, such as grading, dust control, etc. Upon approval, the Applicant shall enter into an agreement with the City of Ontario and pay any applicable fees as set forth by said agreement.**

☒ **3) Design proposed retaining walls to retain up to a maximum of three (3) feet of earth. In no case shall a wall exceed an overall height of nine (9) feet (i.e. maximum 6-foot high wall on top of a maximum 3-foot high retaining wall.**

☒ **2.14 Submit a security deposit to the Engineering Department to guarantee construction of the public improvements required herein valued at 100% of the approved construction cost estimate. Security deposit shall be in accordance with the City of Ontario Municipal Code. Security deposit will be eligible for release, in accordance with City procedure, upon completion and acceptance of said public improvements.** ☐

☒ **2.15 The applicant/developer shall submit all necessary survey documents prepared by a Licensed Surveyor registered in the State of California detailing all existing survey monuments in and around the project site. These documents are to be reviewed and approved by the City Survey Office.** ☐

☒ **2.16 Pay all Development Impact Fees (DIF) to the Building Department. Storm Drain Development Impact Fee shall be paid to the Building Department. Final fee shall be determined based on the approved site plan and the DIF rate at the time of payment.** ☐

☐ 2.17 Other conditions: _____ ☐

B. PUBLIC IMPROVEMENTS
(See attached Exhibit 'A' for plan check submittal requirements.)

☒ **2.18 Design and construct full public improvements in accordance with the City of Ontario Municipal Code, current City standards and specifications, master plans and the adopted specific plan for the area, if any. These public improvements shall include, but not be limited to, the following (checked boxes):** ☐

Improvement[1,2]	Champion Ave./ Hellman Ave.	Riverside Dr.	"A" Street	"C" Street
Curb and Gutter	☒ **New; 18 ft. from C/L (both sides)** ☐ Replace damaged ☐ Remove and replace	☒ **New; 47 ft. from C/L** ☐ Replace damaged ☐ Remove and replace	☒ **New; 26 ft. from C/L** ☐ Replace damaged ☐ Remove and replace	☒ **New; 18 ft. from C/L (both sides)** ☐ Replace damaged ☐ Remove and replace
AC Pavement	☐ New ☒ **Widen to 36 feet, full width, along frontage, including pavm't transitions**	☐ Replacement ☒ **Widen to 47 feet, half-width, along frontage, including pavm't transitions**	☒ **New** ☐ Widen ____ additional feet along frontage, including pavm't transitions	☒ **New** ☐ Widen ____ additional feet along frontage, including pavm't transitions
PCC Pavement (Truck Route Only)	☐ New ☐ Modify existing	☐ New ☐ Modify existing	☐ New ☐ Modify existing	☐ New ☐ Modify existing
Drive Approach	☒ **New** ☐ Remove and replace	☐ New ☐ Remove and replace	☒ **New** ☐ Remove and replace	☒ **New** ☐ Remove and replace
Sidewalk	☒ **New** ☐ Remove and replace	☒ **New** ☐ Remove and replace	☒ **New** ☐ Remove and replace	☒ **New** ☐ Remove and replace
	☒ **New**	☒ **New**	☒ **New**	☒ **New**

ADA Access Ramp	☐ Remove and replace	☐ Remove and replace	☐ Remove and replace	☐ Remove and replace
Parkway	☒ **Trees** ☒ **Landscaping (w/irrigation)**	☒ **Trees** ☒ **Landscaping (w/irrigation)**	☒ **Trees** ☒ **Landscaping (w/irrigation)**	☒ **Trees** ☒ **Landscaping (w/irrigation)**
Raised Landscaped Median	☐ New ☐ Remove and replace	☐ New ☐ Remove and replace	☐ New ☐ Remove and replace	☐ New ☐ Remove and replace
Fire Hydrant	☒ **New** ☐ Relocation	☒ **New** ☐ Relocation	☒ **New** ☐ Relocation	☒ **New** ☐ Relocation
Sewer (see Sec. 2.C)	☐ Main ☒ **Lateral**	☐ Main ☐ Lateral	☐ Main ☐ Lateral	☐ Main ☒ **Lateral**
Water (see Sec. 2.D)	☐ Main ☐ Service	☐ Main ☐ Service	☐ Main ☒ **Service**	☐ Main ☒ **Service**
Recycled Water (see Sec. 2.E)	☐ Main ☐ Service	☐ Main ☐ Service	☐ Main ☐ Service	☐ Main ☒ **Service**
Traffic Signal System (see Sec. 2.F)	☐ New ☐ Modify existing	☒ **New[3]** ☐ Modify existing	☐ New ☐ Modify existing	☐ New ☐ Modify existing
Traffic Signing and Striping (see Sec. 2.F)	☒ **New** ☐ Modify existing	☐ New ☒ **Modify existing**	☒ **New** ☐ Modify existing	☒ **New** ☐ Modify existing
Street Light (see Sec. 2.F)	☒ **New** ☐ Relocation	☒ **New** ☐ Relocation	☒ **New** ☐ Relocation	☒ **New** ☐ Relocation
Bus Stop Pad or Turn-out (see Sec. 2.F)	☐ New ☐ Modify existing	☒ **New** ☐ Modify existing	☐ New ☐ Modify existing	☐ New ☐ Modify existing
Storm Drain (see Sec. 2G)	☐ Main ☐ Lateral	☐ Main ☐ Lateral	☐ Main ☒ **Lateral**	☐ Main ☐ Lateral
Fiber Optics (see Sec. 2K)	☒ **Conduit / Appurtenances**	☒ **Conduit / Appurtenances**	☒ **Conduit / Appurtenances**	☒ **Conduit / Appurtenances**

Overhead Utilities	☐ Underground ☐ Relocate	☐ Underground ☒ **Relocate**	☐ Underground ☐ Relocate	☐ Underground ☐ Relocate
Removal of Improvements	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Other Improvements	**-Install pork chop island[5]** **-Install raised crosswalk[6]**	**-Install bus turnout[4]**	_____ _____ _____	_____ _____ _____

Specific notes for improvements listed in item no. 2.18, above:

[1]If at time of development of PDEV25-007, the necessary improvements for this project have not been constructed, the Applicant/Developer shall be responsible for designing and constructing those necessary improvements

[2]The Applicant/Developer shall acquire all right-of-way and easements, or possess the rights, necessary in order to construct the required improvements identified on these conditions of approval.

[3]See Transportation Division Condition of Approval 3.e

[4]See Transportation Division Condition of Approval 3.f

[5]See Transportation Division Condition of Approval 3.g

[6]See Transportation Division Condition of Approval 3.j

☒ **2.19** **Construct a 2" asphalt concrete (AC) grind and overlay on the existing section of the following street(s):** ☐

1. **Hellman Avenue/Champion Avenue**
2. **Riverside Drive**

☐ 2.20 Reconstruction of the full pavement structural section, per City of Ontario Standard Drawing number 1011, may be required based on the existing pavement condition and final street design. Minimum limits of reconstruction shall be along property frontage, from street centerline to curb/gutter. ☐

☒ **2.21** **Depending on site conditions and number of utility service cuts at time of construction, additional pavement restoration may be required.** ☐

☐ 2.22 Make arrangements with the Cucamonga Valley Water District (CVWD) to provide ☐ water service ☐ sewer service to the site. This property is within the area served by the CVWD and Applicant shall provide documentation to the City verifying that all required CVWD fees have been paid. ☐

☐ 2.23 Overhead utilities shall be under-grounded, in accordance with Title 7 of the City's Municipal Code (Ordinance No. 2804 and 2892). Developer may pay in-lieu fee, approximately _____, for undergrounding of utilities in accordance with Section 7-7.302.e of the City's Municipal Code. ☐

☐ 2.24 Other conditions: _____ ☐

C. SEWER

☒ **2.25** **Two 10-inch sewer mains are available for connection by this project in Hellman Ave./Champion Ave. and A Street.** ☐

☐ 2.26 Design and construct a sewer main extension. A sewer main is not available for direct connection. The closest main is approximately _____ feet away. ☐

☐ 2.27 Submit documentation that shows expected peak loading values for modeling the impact of the subject project to the existing sewer system. The project site is within a deficient public sewer system area. Applicant shall be responsible for all costs associated with the preparation of the model. Based on the results of the analysis, Applicant may be required to mitigate the project impact to the deficient public sewer system, including, but not limited to, upgrading of existing sewer main(s), construction of new sewer main(s) or diversion of sewer discharge to another sewer. ☐

☒ **2.28 Other conditions:** ☐
- **See attached for Ontario Municipal Utility Company (OMUC) Conditions of Approval.**

D. WATER

☒ **2.29 Two 12-inch water mains are available for connection by this project in C Street and A Street.** ☐

☐ 2.30 Design and construct a water main extension. A water main is not available for direct connection. The closest main is approximately _____ feet away. ☐

☒ **2.31 Other conditions:** ☐
- **See attached for Ontario Municipal Utility Company (OMUC) Conditions of Approval.**

E. RECYCLED WATER

☒ **2.32 An 8-inch recycled water main is available for connection by this project in C Street.** ☐

☒ **2.33 Design and construct an on-site recycled water system for this project. A recycled water main does exist in the vicinity of this project.** ☐

☐ 2.34 Design and construct an on-site recycled water ready system for this project. A recycled water main does not currently exist in the vicinity of this project but is planned for the near future. If Applicant would like to connect to this recycled water main when it becomes available, the cost for the connection shall be borne solely by the Applicant. ☐

☒ **2.35 Submit one (1) electronic copy, in PDF format, of the Supplemental Engineering Report (ER), for the use of recycled water to OMUC's Water Quality Programs at OMUCWQPlanCheck@ontarioca.gov for review and subsequent submittal to the California State Water Board (Division of Drinking Water) for final approval.** ☐

Note: The Division of Drinking Water review and approval process may take up to four (4) months. Contact the OMUC's Water Quality Programs at (909) 395-2678 or email OMUCWQPlanCheck@ontarioca.gov regarding this requirement. *Failure to obtain an approval letter from the Division of Drinking Water authorizing the use of recycled water will delay meter installation and if applicable, occupancy release for new developments.*

☒ **2.36 Submit one (1) electronic copy, in PDF format, of the Landscape Plans (on-site & off-site) to OMUC's Water Quality Programs at OMUCWQPlanCheck@ontarioca.gov for review and approval.**

☒ **2.37 Other conditions:** ☐
- **See attached for Ontario Municipal Utility Company (OMUC) Conditions of Approval.**

F. TRAFFIC / TRANSPORTATION

☐ 2.38 Submit a focused traffic impact study, prepared and signed by a Traffic/Civil Engineer registered in the State of California. The study shall address, but not be limited to, the following issues as required by the City Engineer: ☐
1. On-site and off-site circulation
2. Traffic level of service (LOS) at 'build-out' and future years
3. Impact at specific intersections as selected by the City Engineer

☒ **2.39 New traffic signal installations shall be added to Southern California Edison (SCE) customer account number # 2-20-044-3877.** ☐

☒ **2.40 Other conditions:** ☐
- **See attached for Traffic/Transportation Conditions of Approval.**

G. DRAINAGE / HYDROLOGY

☒ **2.41 A 24-inch storm drain main is available to accept flows from this project in "A" Street. (Ref: Storm Drain Drawing Number: D14719)** ☐

☒ **2.42 Submit a hydrology study and drainage analysis, prepared and signed by a Civil Engineer registered in the State of California. The study shall be prepared in accordance with the San Bernardino County Hydrology Manual and City of Ontario standards and guidelines. Additional drainage facilities, including, but not limited to, improvements beyond the project frontage, may be required to be designed and constructed, by Applicant, as a result of the findings of this study.** ☐

☐ 2.43 An adequate drainage facility to accept additional runoff from the site does not currently exist downstream of the project. Design and construct a storm water detention facility on the project site. 100-year post-development peak flow shall be attenuated such that it does not exceed 80% of pre-development peak flows, in accordance with the approved hydrology study and improvement plans. ☐

☐ 2.44 Submit a copy of a recorded private drainage easement or drainage acceptance agreement to the Engineering Department for the acceptance of any increase to volume and/or concentration of historical drainage flows onto adjacent property, prior to approval of the grading plan for the project. ☐

☒ **2.45 Comply with the City of Ontario Flood Damage Prevention Ordinance (Ordinance No. 2409). The project site or a portion of the project site is within the Special Flood Hazard Area (SFHA) as indicated on the Flood Insurance Rate Map (FIRM) and is subject to flooding during a 100-year frequency storm. The site plan shall be subject to the provisions of the National Flood Insurance Program.** ☐

☐ 2.46 Other conditions: _____ ☐

H. STORM WATER QUALITY / NATIONAL POLLUTANT DISCHARGE AND ELIMINATION SYSTEM (NPDES)

☐ 2.47 401 Water Quality Certification/404 Permit – Submit a copy of any applicable 401 Certification or 404 Permit for the subject project to the City project engineer. Development that will affect any body of surface water (i.e. lake, creek, open drainage channel, etc.) may require a 401 Water Quality Certification from the California Regional Water Quality Control Board, Santa Ana Region (RWQCB) and a 404 Permit from the United States Army Corps of Engineers (USACE). The groups of water bodies classified in these requirements are perennial (flow year round) and ephemeral (flow during rain conditions, only) and include, but are not limited to, direct connections into San Bernardino County Flood Control District (SBCFCD) channels. ☐
If a 401 Certification and/or a 404 Permit are not required, a letter confirming this from Applicant's engineer shall be submitted.
Contact information: USACE (Los Angeles District) (213) 452-3414; RWQCB (951) 782-4130.

☒ **2.48 Submit a Water Quality Management Plan (WQMP). This plan shall be approved by the Engineering Department prior to approval of any grading plan. The WQMP shall be submitted, utilizing the current San Bernardino County Stormwater Program template, available at: http://www.sbcounty.gov/dpw/land/npdes.asp.** ☐

☐ 2.49 Design and construct a Connector Pipe Trash Screen or equivalent Trash Treatment Control Device, per catch basin located within or accepting flows tributary of a Priority Land Use (PLU) area that meets the Full Capture System definition and specifications, and is on the Certified List of the State Water Resources Control Board. The device shall be adequately sized per catch basin and include a deflector screen with vector control access for abatement application, vertical support bars, and removable component to facilitate maintenance and cleaning. ☐

☒ **2.50 Other conditions:** ☐

1. **This project shall comply with the statewide Trash Provisions adopted by the State Water Resources Control Board (SWRCB) by installing full trash capture devices on each proposed/refurbished catch basin. Full capture devices must be selected from the approved list on the State Water Board website. (https://www.waterboards.ca.gov/water_issues/programs/stormwater/docs/trash_implementation/certified_fcsdevicelist_16Feb2021.pdf)**
2. **Activities resulting in one acre or more land disturbance are required to obtain coverage under the Construction General Permit (CGP). The owner is the legally responsible person (LRP) of the site and shall have a Stormwater Pollution Prevention Plan (SWPPP) developed and submitted through the SMARTS website at https://smarts.waterboards.ca.gov/smarts/faces/SwSmartsLogin.xhtml.**

J. SPECIAL DISTRICTS

☐ 2.51 File an application, together with an initial deposit (if required), to establish a Community Facilities District (CFD) pursuant to the Mello-Roos Community Facilities District Act of 1982. The application and fee shall be submitted a minimum of four (4) months prior to final subdivision map approval, and the CFD shall be established prior to final subdivision map approval or issuance of building permits, whichever occurs first. The CFD shall be established upon the subject property to provide funding for various City services. An annual special tax shall be levied upon each parcel or lot in an amount to be determined. The special tax will be collected along with annual property taxes. The City shall be the sole lead agency in the formation of any CFD. Contact Financial Services Agency at (909) 395-2015 or email CFD@ontarioca.gov to initiate the CFD application process. ☐

☐ 2.52 Other conditions: _____ ☐

K. FIBER OPTIC

☒ **2.53 Fiber optic lines are available for connection by this project in Champion Avenue and "C" Street.** ☐

☒ **2.54 Design and construct fiber optic system to provide access to the City's conduit and fiber optic system per the City's Fiber Optic Master Plan. Building entrance conduits shall start from the closest OntarioNet hand hole constructed along the project frontage in the ROW and shall terminate in the main telecommunications room for each building. Conduit infrastructure shall interconnect with the primary and/or secondary backbone fiber optic conduit system at the nearest OntarioNet hand hole.** ☐

☒ **2.55 Refer to the City's Fiber Optic Master Plan for design and layout guidelines. Contact the Broadband Operations Department at (909) 395-2000, regarding this requirement.** ☐

3. PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY, APPLICANT SHALL:

☒ **3.01 Set new monuments in place of any monuments that have been damaged or destroyed as a result of construction of the subject project. Monuments shall be set in accordance with City of Ontario standards and to the satisfaction of the City Engineer.** ☐

☒ **3.02 Complete all requirements for recycled water usage.** ☐

☒ 1) Procure from OMUC a copy of the letter of confirmation from the California State Water Board (Division of Drinking Water) that the Engineering Report (ER) has been reviewed and the subject site is approved for the use of recycled water.

☒ 2) Obtain clearance from the OMUC confirming completion of recycled water improvements and passing of shutdown tests and cross connection inspection, upon availability/usage of recycled water.

☒ 3) Complete Site Supervisor training of on-site personnel in the use of recycled water, in accordance with the ER, upon availability/usage of recycled water.

☒ **3.03** **The applicant/developer shall submit all final survey documents prepared by a Licensed Surveyor registered in the State of California detailing all survey monuments that have been preserved, revised, adjusted or set along with any maps, corner records or Records of Survey needed to comply with these Conditions of Approvals and the latest edition of the California Professional Land Survey Act. These documents are to be reviewed and approved by the City Survey Office.** ☐

☒ **3.04** **Ontario Ranch Projects: For developments located at an intersection of any two collector or arterial streets, the applicant/developer shall set a monument if one does not already exist at that intersection. Contact the City Survey office for information on reference benchmarks, acceptable methodology and required submittals.** ☐

☒ **3.05** **Confirm payment of all Development Impact Fees (DIF) to the Building Department.** ☐

☒ **3.06** **Submit electronic copies (PDF and Auto CAD format) of all approved improvement plans, studies and reports (i.e. hydrology, traffic, WQMP, etc.).** ☐

4. PRIOR TO FINAL ACCEPTANCE, APPLICANT SHALL:

☒ **4.01** **Complete all Conditions of Approval listed under Sections 1-3 above.** ☐

☒ **4.02** **Pay all outstanding fees pursuant to the City of Ontario Municipal Code, including but not limited to, plan check fees, inspection fees and Development Impact Fees.** ☐

☒ **4.03** **The applicant/developer shall submit a written request for the City's final acceptance of the project addressed to the City Project Engineer. The request shall include a completed Acceptance and Bond Release Checklist, state that all Conditions of Approval have been completed and shall be signed by the applicant/developer. Upon receipt of the request, review of the request shall be a minimum of 10 business days. Conditions of Approval that are deemed incomplete by the City will cause delays in the acceptance process.** ☐

☒ **4.04** **Submit record drawings (PDF) for all public improvements identified within Section 2 of these Conditions of Approval.** ☐

EXHIBIT 'A'

ENGINEERING DEPARTMENT
First Plan Check Submittal Checklist

Project Number: PDEV25-007

All plan check submittals are to be done digitally through the City Of Ontario Citizen Portal Access. The following items are to be included with the first plan check submittal:

1. ☒ **A copy of this check list**
2. ☒ **Payment of fee for Plan Checking**
3. ☒ **Engineering Cost Estimate (on City form) with engineer's wet signature and stamp.**
4. ☒ **Project Conditions of Approval**
5. ☒ **Potable and Recycled Water demand calculations (include water demand calculations showing low, average and peak water demand in GPM for the proposed development and proposed water meter size).**
6. ☒ **Public Street improvement plan with street cross-sections**
7. ☒ **Minor Offsite improvement plan (including driveway approaches, sewer laterals, and water services)**
8. ☒ **Public Water improvement plan (include water demand calculations showing low, average and peak water demand in GPM for the proposed development and proposed water meter size)**
9. ☒ **Recycled Water improvement plan (include recycled water demand calculations showing low, average and peak water demand in GPM for the proposed development and proposed water meter size and an exhibit showing the limits of areas being irrigated by each recycled water meter)**
10. ☒ **Public Sewer improvement plan**
11. ☒ **Public Storm Drain improvement plan**
12. ☒ **Public Street Light improvement plan**
13. ☒ **Signing and Striping improvement plan**
14. ☒ **Fiber Optic plan (include Auto CAD electronic submittal)**
15. ☒ **Landscape improvement plans. Show corner sight line distance per engineering standard drawing 1309.**
16. ☐ CFD Landscape improvement plans. Show corner sight line distance per engineering standard drawing 1309.
17. ☒ **Dry Utility plans within public right-of-way (at a minimum the plans must show existing and ultimate right-of-way, curb and gutter, proposed utility location including centerline dimensions, wall to wall clearances between proposed utility and adjacent public line, street work repaired per Standard Drawing No. 1306. Include Auto CAD electronic submittal)**
18. ☒ **Traffic Signal improvement plan and One (1) copy of Traffic Signal Specifications with modified Special Provisions. Please contact the Traffic Division at (909) 395-2154 to obtain Traffic Signal Specifications**
19. ☒ **Water Quality Management Plan (WQMP), including one (1) copy of the approved Preliminary WQMP (PWQMP).**

20. ☒ **Hydrology/Drainage study**

21. ☒ **Soils/Geology report**

22. ☐ Payment for Final Map/Parcel Map processing fee

23. ☐ Final Map/Parcel Map

24. ☐ Approved Tentative Map

25. ☒ **Preliminary Title Report (current within 30 days)**

26. ☐ Traverse Closure Calculations

27. ☒ **Set of supporting documents and maps (legible copies): referenced improvement plans (full size), referenced record final maps/parcel maps (full size, 18"x26"), Assessor's Parcel map (full size, 11"x17"), recorded documents such as deeds, lot line adjustments, easements, etc.**

28. ☒ **Supplemental Engineering Report, in electronic format (PDF format), for recycled water use only. Must be reviewed and submitted to the Division of Drinking Water by OMUC Water Quality Programs before clearing plan check workflows (includes grading and landscape plan reviews). *Approval letter issued by the Division of Drinking Water must be obtained before meter installation and if applicable, occupancy release.***

29. ☒ **Other:**
    1. **Certificate of Compliance**

[1]If at time of development of PDEV25-007, the necessary improvements for this project have not been constructed, the Applicant/Developer shall be responsible for designing and constructing those necessary improvements

CITY OF ONTARIO
MEMORANDUM

DATE:	October 30, 2025
TO:	Henry Pham, Engineering Department
CC:	Thom Grahn, Planning Department
FROM:	Jeff Krizek, Utilities Engineering (QCR: CLS)
PROJECT NO:	PDEV25-007
SUBJECT:	Submittal #1 & COA1 - Utilties Engineering Condtions of Approval

BRIEF DESCRIPTION:

PDEV25-007: *A Development Plan to construct a 231-unit hotel totaling 161,445 square feet on 3.41 acres of land located at the southeast corner of Riverside Drive and Hellman Avenue, within the CCS (Convention Center Service Commercial) zoning district (APN(s): 218-111-12, 218-111-49, and 218-111-50). Related File(s): PCUP25-010.*

PDEV25-010: *A Conditional Use Permit to establish a 231-unit hotel totaling 161,445 square feet on 3.41 acres of land located at the southeast corner of Riverside Drive and Hellman Avenue, within the CCS (Convention Center Service Commercial) zoning district (APN(s): 218-111-12, 218-111-49, and 218-111-50). Related File(s): PDEV25-007.*

OMUC UTILITIES ENGINEERING DIVISION
CONDITIONS OF APPROVAL

CONDITIONS OF APPROVAL: *The Ontario Municipal Utilities Company (OMUC) recommends this application for approval subject to the conditions outlined below and compliance with the City's Design Development Guidelines, Specifications Design Criteria, and City Standards:*

General Conditions:

1. Standard Conditions of Approval: Project shall comply with the requirements set forth in the Amendment to the Standard Conditions of Approval for New Development Projects adopted by the City Council (Resolution No. 2017-027) on April 18, 2017, or as amended or superseded by Council Resolution; as well as project-specific conditions/requirements as outlined below.

Prior to Issuance of Any Permits (Grading, Building, Demolition and Encroachment), unless other timeline milestones are specified by individual conditions below, the Applicant Shall:

General Conditions (Section 2.A, Other conditions): The Applicant shall comply with the following:

2. Public Utilities and Public Right-of-Way including Public Utility Easements (PUE): All City of Ontario Public Utilities shall be installed within a Public Right-of-Way (RoW), or within a Public Utility Easements (PUE), or within a combination of RoW and PUE. In this case, Public Utilities is referring to the mains and connected appurtenances of the following City of Ontario/OMUC Utilities: Public Potable Water; Public Recycled Water; and Public Sanitary Sewer. Public Utilities shall be subject to the Minimum RoW/PUE Area Requirements and PUE Restrictions:
    a. Minimum RoW Area Requirements: Public Utilities shall be installed within in existing RoW/PUE in alignments/locations that meet the following minimum RoW/PUE areas surrounding the Public Utilities, and/or additional RoW/PUE shall be dedicated/granted to the City to provide the following minimum RoW/PUE areas surrounding the Public Utilities:
        i. For each main, the RoW/PUE Area shall be a minimum of 20 feet wide, centered on the utility main with a minimum of 10 feet of RoW/PUE on each side of the main and this minimum area shall extend a minimum for 10 feet past the end of a main;

ii. For each Service/Lateral, the RoW/PUE Area shall be a minimum of 10 feet wide, centered on the service/lateral with a minimum of 5 feet of PRoW on each side of each service/lateral;
iii. For each water meter box, the RoW/PUE Area shall be a minimum of 5 feet behind and 5 feet on each side of a water meter box;
iv. For each water appurtenances (fire hydrants, blowoffs, airvacs, etc), the RoW/PUE Area shall be a minimum of 5 feet on each side surrounding the water appurtenances (fire hydrants, blowoffs, airvacs, etc);
v. The RoW/PUE minimum areas for separate Public Utilities may overlap, provide that all minimum separations and PUE Restrictions are met.

b. PUE Restrictions: The Minimum PUE Area required surrounding Public Utilities shall be subject to the following restrictions:
   i. The Minimum PUE Area required surrounding Public Utilities shall not contain:
      A. Any storm water quality improvements (infiltration, detention, retention, bioswale, etc);
      B. Landscaping with thick or intrusive root structures,
      C. Any trees;
      D. Any private utilities, plumbing lines, private fire system, or irrigation lines; or,
      E. Any permanent structures or overhangs of permanent structures.
   ii. The PUE surface shall be designed to allow vehicle access over and along the full length of the utility main by any City maintenance vehicle.
   iii. Minimum Separations: Within a PUE, all Department of Drinking Water (DDW) Water Main Separations per California Code of Regulations (CCR) §64572 shall be met for all Public Potable Water Mains and Services between: all Public City Utilities; Non-City Utilities; and Private Utilities. Additionally, the following Minimum Separations shall be met:
      A. At minimum there shall be a 4 feet horizontal separation between each utility as measured between the outside walls of the utility pipelines, or in the case of a Joint Utility Trench, between the outside edge of the Joint Utility Trench and the outside wall of the Utility Pipeline.
      B. Public Utility mains shall not be located behind curb or under curb & gutter and shall be located at minimum of 8 feet from curbface. With specific written permission of OMUC Management Staff, in rare circumstances, this 8 feet minimum can be reduced to 5 feet in specific locations where the 8 feet is not feasible, but at all locations the utilities alignments shall be optimized to meet this minimum location, while still maintaining all other minimum separation.

3. Well Abandonment: All existing Ground Water Wells shall be abandoned per County and State requirements prior to grading if they are not authorized to remain in service by the City's Water Resources Section.

4. Septic Tank Abandonment: All existing septic tank(s) on the property shall be abandoned per City, County, and State regulations and standards.

5. Minor Offsite Improvement Plan Submittals: Submit a Minor Offsite Improvement Plan for the construction and the abandonment of any water services and sewer laterals for the Project. The Minor Offsite Improvement Plan shall be included with the first plan check submittal to the Public Works Engineering Department.

   a. The Minor Offsite Improvement Plan for the public water services and public sewer laterals, that started plan check prior to these Conditions of Approval being adopted by the City, once it is approved and signed by the City Engineer, shall not be revised (delta revision or construction set) to incorporate any additional public improvements, only revisions to items already on the plan may be revised. For any additional public improvements, a new clean Minor Offsite Improvement Plan must be submitted for review and approval Public Works Engineering Department.

6. Unused Service and Lateral Abandonment: All adjacent water services (along with connected appurtenances) and sewer laterals and main stubs along the frontages of the project site and within the site not used to provide service to this Development Project shall be abandoned back to the main in accordance with City Standards and Practices. All of these types of abandonments shall be performed through a Public Improvement Plan Set (or Minor Offsite Improvement Plan) and Encroachment Permit with Public Works Inspector inspection and cannot be completed through a building plan set with a Building Permit (such as a site demo plan).

7. Permit Approval: All of the Public Improvement Plans, including Minor Offsite Improvement Plans, for water and sewer mains, water services and appurtenances, and sewer laterals required to serve the Project shall be approved through the Public Works Engineering Department prior to the approval of any Building Permits.

Sanitary Sewer Conditions (Section 2.C): The Applicant shall comply with the following:

8. Public Sewer Main Improvements: Design and construct the following required public sewer mains in accordance with City of Ontario Standards and Design Guidelines and Specifications. The Project is limited to the following Public Sewer Mains: N/A.

9. Sanitary Sewer Service:

    a. Public Sewer Laterals for Non-Residential Uses: Each building and its onsite private sewer system and plumbing shall discharge wastewater to the Public Sanitary Sewer System through a Public Sewer Lateral per Standard No 2003. The quantity of Public Sewer Laterals for the site shall be limited to the minimum necessary to meet all of the conditions of approval and as required by the City.

        i. **The cleanout/manhole at the end of the public sewer lateral shall not be a drop/chimney cleanout nor a drop manhole (other than the standard 0.20 feet drop).**

    b. Public Sewer Laterals and Storm Water Quality Improvements: No storm water quality improvements (infiltration, detention, retention, bioswale, etc) shall be installed above or with 5 feet of any Public Sewer Lateral.

10. Private Onsite Sewer System and Plumbing: The Building Plumbing, Building Drain, and Onsite Sewer System shall be privately maintained by the property owner and shall meet the following requirements:

    a. For wastewater flows for non-residential uses:

        i. Each building/unit shall be designed in such a way that the sanitary domestic wastewater flows leave the building separately from non-sanitary process wastewater flows (industrial, process, kitchen, testing labs, etc.) and the design shall allow for all units to install a separate non-sanitary process wastewater sewer line with separate pretreatment equipment and devices in the future as required by the City.

        ii. Each building shall have its own onsite monitoring manhole prior to the point of connection with the Onsite Sewer System that captures all the wastewater flows from the building per City Standard Nos. 2201 and 2203; multiple monitoring manholes may be required to meet this condition.

    b. Private Onsite Sewer and Storm Water Quality Improvements: No storm water quality improvements (infiltration, detention, retention, bioswale, etc.) shall be installed above or with 5 feet of any Private Onsite Sewer pipes.

11. Wastewater Discharge Permit: The Occupant/Applicant shall apply for a Wastewater Discharge Permit for their Establishment, and shall comply will all the requirements of the Wastewater Discharge Permit found at: (http://www.ontarioca.gov/municipal-utilities-company/utilities/industrial-wastewater-discharge-permit). Requirements of the Wastewater Discharge Permit may include but not limited to: Installation of wastewater pretreatment equipment, such as clarifiers. For wastewater permit application questions, please contact: omucenvironmental@ontarioca.gov

Potable Water Conditions (Section 2.D): The Applicant shall comply with the following:

12. Public Potable Water Main Improvements: Design and construct the following required public potable water mains in accordance with City of Ontario Standards and Design Guidelines and Specifications. The Project is limited to the following Public Potable Water Mains: N/A.

13. Potable Water Service: Water meters and services shall be sized per plumbing code calculations and shall not exceed the max flow (in gpm) for the meter size as provided by the City.

    a. Domestic Service: For domestic uses, the site shall have its own potable water service and meter with backflow prevention device connected to the Public Potable Water System separate from irrigation and fire uses. Each service and meter shall be located within ROW/PUE.

        i. **No services shall be connected to the main in Hellman Ave/Champion Ave.**

    b. Irrigation Service: Landscape irrigation uses that are not served by Recycled Water shall have a separate irrigation water service and meter with backflow prevention device connected to the Public Potable Water System. The onsite landscape irrigation system shall be separate from the onsite domestic water plumbing system and the onsite fire system. The service and meter shall be located within ROW/PUE. Irrigation uses cannot be served from the domestic service and meter.

        i. **No services shall be connected to the main in Hellman Ave/Champion Ave.**

ii. **Install a potable water irrigation meter for this project on a Minor Offsite Improvement Plan. It is required by the conceptual landscape plan (sheet L5).**

iii. Service and Meter Size: The water meter and service shall be sized per plumbing code calculations and shall not exceed the max flow (in gpm) for the meter size as provided by the City.

iv. Community Service District (CFD) Maintained Irrigation Areas: Any irrigated areas that are to be maintained by a Community Service District (CFD) and not by the property owner or owners association require irrigation services and meters separate from those that are maintained by the property owner or owners association.

c. Backflow Prevention: Each Meter connected to the Public Potable Water System that serves any use that is more than one (1) single family residential unit or any non-residential use requires a backflow prevention device per related City Standards (No. 4206 or No. 4207).

i. Backflow Prevention Device Location: A Backflow Prevention Device location shall comply with the following requirements:

A. In order to reduce the risk of backflow contamination to the Public Potable Water System, the length of pipe between the Public Potable Water Main and the Backflow Device shall be as minimally short as possible.

1. Along Public Streets within Publicly Dedicated Right-of Way: as measured along the pipe connecting to the Backflow Prevention Device, the Backflow shall be located a minimum of 3 feet and a maximum of 5 feet from the backflow concrete pad to the property line or back of sidewalk, whichever is closer.

2. Along Private Streets: as measured along the pipe connecting to the Backflow Prevention Device, the Backflow shall be located a minimum of 3 feet and a maximum of 5 feet from the backflow concrete pad to the meter box or back of sidewalk (or back of curb where there is no sidewalk), whichever is closer.

3. Only one single bend of up to 90 degrees maximum is allowed along the pipe to the Backflow and the single bend must be located at one of the following places: either the along the 90-degree riser connecting at the backflow assembly; or, at the end of the 12-inch stub at the back of the meter box.

d. All the minimum DDW Separations also apply to the pipeline connecting between the Main/Meter-Box to a Backflow Device (or DCDA) and any Backflow Device (or DCDA). This also includes storm water quality improvements (infiltration, detention, retention, bioswale, etc). Also, no public or private non-potable water conveyances (private utilities, plumbing lines, sewer, private fire system, storm drain) shall cross the pipeline connecting between the Main/Meter-Box to a Backflow Device (or DCDA) or under any Backflow Device (or DCDA).

e. Fire Water Service: If an onsite private fire system is required, then a separate Fire Service with Double Check Detector Assembly (DCDA) per City Standard No. 4208 shall be connected to the new 1074PZ 12-inch potable water main loop. The onsite fire system and onsite domestic water plumbing system shall be separate.

i. **No services shall be connected to the main in Hellman Ave/Champion Ave.**

ii. If more than one fire service connection is required, each one requires a separate DCDA. The fire services shall have adequate separation and be designed as a looped system onsite in accordance with the Fire Department Standards.

f. Fire Hydrants: Install public fire hydrants per City of Ontario Standard No. 4101 and shall be located within the ROW/PUE.

i. Fire Hydrants along Public Potable Water Mains shall be installed to be spaced a maximum of 300 feet apart or per Fire Department Standards/Requirements, whichever is closer.

ii. Existing Public Fire Hydrants along the Project frontage that do not meet current City Standards shall be abandoned to main and replaced with new Fire Hydrants that meet current City Standards.

g. Private Onsite Water System and Plumbing: The Onsite Water Systems (Domestic, Fire, Irrigation) shall be privately maintained by the property owner.

h. Relocated Services: For any existing service with appurtenances to be relocated, the service shall be abandoned to the main connection and the service and appurtenances shall be installed new per related City Standards.

Recycled Water Conditions (Section 2.E): The Applicant shall comply with the following:

14. City Ordinance 2689: This development shall comply with City Ordinance 2689 and make use of recycled water for all approved uses, including but not limited to landscape irrigation for HOA maintained areas and parks. Appropriately sized public and private mains shall be installed throughout the Project to meet this requirement, as approved by the City.

15. Public Potable Water Main Improvements: Design and construct the following required public potable water mains in accordance with City of Ontario Standards and Design Guidelines and Specifications. The Project is limited to the following Public Potable Water Mains: N/A.

16. Recycled Water Service: In order to comply with City Ordinance 2689:

    a. Recycled Water Services with Meters:

        i. Private Property Owner Maintained Uses: Each parcel/lot shall have its own separate Recycled Water Service with Meter serving the parcel/lot for Private Property Owner Maintained Landscape Irrigation Uses. If Recycled Water is going to be used for uses other than Landscape Irrigation, then a second separate Recycled Water Service with Meter is required to serve the non-Landscape Irrigation uses.

        ii. Community Service District (CFD) Maintained Irrigation Areas: Any irrigated areas that are to be maintained by a Community Service District (CFD) and not by the property owner or owners association require irrigation services and meters separate from those that are maintained by the property owner or owners association.

        iii. No services shall be connected to the main in Hellman Ave/Champion Ave.

17. RW Program Requirements: In order to receive RW service, the applicant shall comply with each of the following:

    a. Prior to Precise Grading Plan Approval and Building Permits Issuance:

        i. Submit one (1) electronic copy, in PDF format, of the Landscape Plans (on-site & off-site) to OMUC's Water Quality Programs at: OMUCWQPlanCheck@ontarioca.gov for review and approval.
        ii. Submit one (1) electronic copy, in PDF format, of the Supplemental Engineering Report (ER), for the use of recycled water to OMUC's Water Quality Programs at: OMUCWQPlanCheck@ontarioca.gov for review and subsequent submittal to the California State Water Board (Division of Drinking Water) for final approval.

        Note: The Division of Drinking Water review and approval process may take up to four (4) months. Contact the OMUC's Water Quality Programs at (909) 395-2678 or email: OMUCWQPlanCheck@ontarioca.gov regarding this requirement. Failure to obtain an approval letter from the Division of Drinking Water authorizing the use of recycled water will delay meter installation and if applicable, occupancy release for new developments.

    b. Prior to Occupancy Release/Finalizing:

        i. Procure from OMUC a copy of the letter of confirmation from the California State Water Board (Division of Drinking Water) that the Engineering Report (ER) has been reviewed, and the subject site is approved for the use of recycled water.
        ii. Obtain clearance from OMUC confirming completion of recycled water improvements and passing of shutdown tests and cross connection inspection, upon availability/usage of recycled water.
        iii. Complete Site Supervisor training of on-site personnel in the use of recycled water, in accordance with the ER, upon availability/usage of recycled water

CITY OF ONTARIO
MEMORANDUM

Development Plan Review
Engineering Department:
Transportation Section

Project: PDEV25-007

Date: 11/5/2025

Location: Southeast Corner of Riverside Drive and Hellman Avenue
(231-Unit Hotel)

By: Diego Tapia

The Transportation Division recommends the following to be incorporated into the Project's Conditions-of-Approval:

Conditions:

1. The Applicant/Developer shall coordinate with the stadium's traffic consultant to verify that the existing Traffic Management Plan accounts for or is compatible with the proposed hotel project and that no operational conflicts will occur during gameday.

2. Design and construct proposed driveways in accordance with City of Ontario Standard Drawing No. 1204 for Commercial Driveways.

3. If at the time of the development the required street improvements have not been constructed, the Applicant/Developer shall be responsible to design and construct the following:

    a. The Applicant/Developer shall be responsible to design and construct Riverside Drive to its ultimate half-width along project frontage.

    b. The Applicant/Developer shall be responsible to design and construct Hellman Avenue to its ultimate full width from Riverside Drive to C Street.

    c. The Applicant/Developer shall be responsible to design and construct C Street to its ultimate full width from Hellman Avenue to A Street.

    d. The Applicant/Developer shall be responsible to design and construct A Street to its ultimate full-width along project frontage with a northbound 14-foot circulation lane with a five-foot paved shoulder.

    e. The Applicant/Developer shall be responsible to design and construct a traffic signal at Riverside Drive and A Street. The new traffic signals shall include video detection, fiber optic cable and conduit, communication equipment, CCTV cameras, emergency vehicle preemption systems and bicycle detection to the satisfaction of the City Engineer. All new signal equipment shall be installed at its ultimate location, unless precluded by right-of-way limitations.

f. The Applicant/Developer shall be responsible to design and construct bus turnout to serve the future bus stop on the south side of Riverside Drive, east of Hellman Avenue (on the departure side of the intersection) The Bus turnout shall be designed in accordance with Omnitrans requirements and to the satisfaction of the City Engineer.

g. A pork chop island shall be installed at the intersection of Hellman Avenue and Riverside Drive (on Hellman Ave) to restrict access to right-in/right-out only.

h. The Applicant/Developer shall install an all-way stop at the intersection of Hellman Avenue at C Street.

i. The Applicant/Developer shall install a high visibility crosswalk on the south leg of the intersection of Riverside Drive and Hellman Ave.

j. The Applicant/Developer shall install a raised crosswalk on Hellman Avenue approximately 420-feet, south of Riverside Drive to provide pedestrian crossing to the stadium.

k. The Applicant/Developer shall be responsible to design and construct new public street lights and a potential new service as needed along its project frontages on Riverside Drive, A Street, C Street, and Hellman Avenue. Street lighting shall be LED-type and in accordance with City's Approved Material List LED Luminaires. The Applicant/Developer shall also install smart nodes on all new street light fixtures along project frontage.

l. The Applicant/Developer shall be responsible to design and construct temporary dead ends with guard rail at the southernmost termination points of Hellman Avenue and A Street (south of C Street) in accordance with the City of Ontario Standard Drawing No.1310.

4. A Street shall be signed "No Stopping Anytime"; Riverside Drive and Hellman Avenue shall be signed "No Parking Anytime".

5. All landscaping, block walls, and other obstructions shall be compatible with the stopping sight distance requirements per City of Ontario Standard Drawing No. 1309.

6. The Applicant/Developer's engineer-of-record shall meet with City Engineering staff prior to designing and submitting for plan check the street lighting/signing and striping design plans to define limits of improvements.

dt;

BUILDING DEPARTMENT

303 East B Street, Civic Center, Ontario, CA 91764

Phone (909)395-2023, Fax (909)395-2180

DEVELOPMENT PLAN REVIEW (DPR) COMMENTS

Planning Case File No(s):	PDEV25-007	Submittal No: 1
Case Planner:	Thomas Grahn	
Applicant:	Singh Guvinder	
APN(s):	218-111-12, 218-111-49, and 218-111-50	
Location:	9309 E Riverside Drive	
Project Description:	A Development Plan to construct a 231-unit hotel totaling 161,445 square feet on 3.41 acres of land located at the southeast corner of Riverside Drive and Hellman Avenue, within the CCS (Convention Center Service Commercial) zoning district (APN(s): 218-111-12, 218-111-49, and 218-111-50). Related File(s): PCUP25-010.	

Reviewed By:	Klaus de Guzman	Phone: (909)395-2173 E-mail: ndeguzman@ontarioca.gov	Date: 5/6/2025

All new development projects are required to comply with the minimum Standard Conditions of Approval for New Development pursuant to the City of Ontario Resolution No. 2017-027. Standard Condition of Approval is available for download on Planning Department website under "Application & Resources" or follow link Standard *Conditions of Approval*.

The following are additional Standard Building Department Conditions of Approval specific to this project. Items with checked boxes are applicable to this Project:

GENERAL CONDITIONS		
☐	1	The address for the project is:
☐	2	Prior to, or at the time of plan check submittal, provide a site plan showing all buildings and the addresses assigned to them as stipulated in (1) above, and a list of these buildings and their assigned addresses on 8-1/2" x 11" paper.
☑	3	Structures must be designed for 110-mph wind exposure C (per City Ordinance).
☑	4	Shall comply with the latest adopted edition of the following codes as applicable: A. California Building Code B. California Residential Code C. California Existing Building Code D. California Electrical Code E. California Mechanical Code F. California Plumbing Code G. California Energy Code. H. California Fire Code I. California Green Building Standards Code.
☑	5	The property owner/business operator shall comply with all applicable City of Ontario Municipal Codes and Ordinances.
☐	6	The requirements of the Department of Environmental Health Services and the Air Quality Management District shall be satisfied prior to the issuance of any permit if hazardous materials are stored and/or used.
☑	7	Pursuant to the California Business and Professions Code Section 6737, most projects are required to be designed by a California Licensed Architect or Engineer. The project owner or developer should review the section of the California Codes and comply with the regulation.
☑	8	All perimeter/boundary walls or fences shall be designed and constructed so that the outer/exterior face of the wall/fence is as close as possible to the lot line. In any case, the outer/exterior face of the wall shall be within two (2) inches of the lot line. Distances greater than two (2) inches may be approved prior to construction by the Building Official on a case-by-case basis for extenuating circumstances.
☐	9	All lot lines, easement lines, etc. shall be located and/or relocated in such a manner as to not cause any existing structure to become nonconforming with the requirements of the latest adopted edition of the Building Code, or any other applicable law, ordinance, or code.
☑	10	Non-buildable easement(s) needed for this project. Show on plans and provide easement(s) prior to building permits.
☑	11	The Developer/Owner is responsible for the coordination of the final occupancy. The Developer/Owner shall obtain clearances from each reviewing department and division prior to requesting a final building inspection from the Building Department. Each reviewing department shall sign off in the Building Department permit software.
☑	12	All signs shall be Underwriters Laboratories, or equal, approved.
☑	13	Permits are required prior to the removal and/or demolition of structures.
☐	14	In addition to approval from Building Department, approval is required from the County of San Bernardino, Department of Public Health and the California Regional Water Quality Control Board, Santa Ana Region for the Private Sewage Disposal System.
☐	15	The existing private sewage system will have to be modified as required to accommodate the new use. Plans and/or supporting data will have to be submitted to, and approved by, the Building Department regarding the new use and necessary modifications. Additionally, approval from the Regional Water Quality Control Board, Santa Ana Region, is required for the new use.

☐	16	The coach shall bear a State of California, Department of Housing and Community Development (HCD) insignia indicating the occupancy group and design loads that the coach conforms to, and other relevant information regarding exiting, fire safety, electrical, plumbing and mechanical. The foundation system, porch and awning shall comply with plans that bear the HCD "Standard Plan Approval" stamp. The coach, foundation system, porch and awning shall comply with the City of Ontario's design loads and site-specific conditions.
☐	17	The conversion of the existing single-family dwelling(s) into a commercial use changes the occupancy group classification, and therefore the existing buildings must be made to comply with the requirements of all applicable codes for the new occupancy classification. Complete plans, calculations and other specifications shall be submitted to the Building Department for review, approval and subsequent permit issuance. The plans, calculations and other specifications shall be prepared by an Architect or Registered Civil/Structural Engineer licensed by the State of California who is qualified to perform said wo
☐	18	The site, or a portion of the site, is in a flood hazard area. Justification that the proposed development does not adversely affect the location or carrying capacity of the floodway, nor does it adversely affect upstream or downstream sites shall be provided to Building Department. Additionally, all provisions must be taken to protect the site from flood damage.
☑	19	All exterior lighting shall be orientated, directed, and/or shielded as much as possible so that direct illumination does not infringe onto adjoining properties
☑	20	Site facilities such as parking open or covered, recreation facilities, and trash dumpster areas, and common use areas shall be accessible per the CBC, Chapter 11.
☑	21	Trash Enclosure shall be covered, and the interior clearances shall be designed to accommodate the following: • 4' min. side access entrance • 3' min. wide clear pathway along rear of enclosure between trash bins and back wall. • Trash bins must be oriented sideways to allow access from the narrow dimension. • Use of curbs or wheel stops shall be provided within the enclosure to maintain access clearances and bin orientations.
☑	22	The applicant/developer shall include the conditions of approval of this resolution on the construction plans.
☑	23	Site development and grading shall be designed to provide access to all entrances and exterior ground floors exits and access to normal paths of travel. Paths of travel shall incorporate (but not limited to) exterior stairs, landings, walks and sidewalks, pedestrian ramps, curb ramps, warning curbs, detectable warning, signage, gates, lifts and walking surface materials. The accessible route(s) of travel shall be the most practical direct route between accessible building entrances, site facilities, accessible parking, public sidewalks, and the accessible entrance(s) to the site, California Building Code, (CBC) Chapter 11, Sec, 11A and 11B.
☐	24	Commercial/Industrial gated site must have at least one pedestrian emergency egress gate, 3'-0' x 6'-8" min. gate size, equipped with panel hardware on the inside, and gate must swing out. Pedestrian emergency egress gates can be installed integrated with vehicular gates.
☐	25	New residential single-family dwelling (SFD's): • The side yard gate must swing out toward the street. • The gas meter shall not obstruct side yard access gates. • Air Conditioning unit located at side yard shall maintain 3' min. clearance from property line wall to AC unit. • Provide a continuous concrete walk between garage side door to driveway or sidewalk.
☑	26	New development projects located in the Ontario Ranch specific plan are required to submit a **methane assessment report**. This report shall be submitted to the Building Department for review and approval at grading plan submittal. Site must comply with the METHANE ASSESSMENT FOR PROJECTS IN THE ONTARIO RANCH SPECIFIC PLAN guideline. This guideline is available on the Building Department website under General Requirements on Submittal Requirements.

☐	27	If hazardous substances are used and/or stored, a technical opinion and report, identifying and developing methods of protection from the hazards presented by the hazardous materials may be required. This report shall be prepared by a qualified person, firm, or corporation and submitted to Building Department. This report shall also explain the proposed facility's intended methods of operation and list all of the proposed materials, their quantities, classifications, and the effects of any chemical (material) intermixing in the event of an accident or spill.
☑	28	The property owner/business operator shall provide a grease interceptor at a location where it shall be easily accessible for inspection, cleaning, and removal of accumulated grease. The sizing and installation shall conform to the current California Plumbing Code. The grease interceptor shall be constructed in accordance with plans approved by the Director of Public Works and the Building Official. The property owner/business operator shall contract with a maintenance company for maintenance and cleaning of the grease interceptor.
☑	29	Onsite private sewer, domestic water, and storm drainage systems shall be designed in accordance with the CPC/UPC requirements, including but not limited to, the sizing of pipes. These systems must be reviewed, approved, and inspected by the Building Department. Design standards used by other departments for off-site sewer, water, and storm drainage systems shall not be used for such onsite systems.
☑	30	The design for public domestic water, sewer, and storm drainage on any private streets shall be reviewed and approved by the Engineering Department. Such design need not be submitted to the Building Department for approval.
☐	31	Provide accessible path of travel between buildings.
☐	32	When submitting permit applications for new single-family dwellings master/stock plan in the New Model Colony, a table summarizing lots/tract, models, options, square footage, and number of plumbing fixtures, electrical, and mechanical shall be included on the plan. Go to Building Department web site under Applications/Forms for copy of Single Family Track Submittal Form.
☐	33	When submitting permit applications for production homes, include site plans showing the setback from property lines and the model number/type. See Information Bulletin IB 205 (Tract Homes Phasing Submittal Requirements) on Building Department web site on General Requirements under Submittal Requirements.
SITE CONSTRUCTION REQUIREMENTS		
☑	34	All construction sites must be protected by a security fence and screening. The fencing and screening shall always maintained to protect pedestrians
☑	35	Temporary toilet facilities shall be provided for construction workers. The toilet facilities shall be maintained in a sanitary condition. Construction toilet facilities of the non-sewer type shall conform to ANSI ZA.3
☑	36	Construction projects which require temporary electrical power shall obtain an Electrical Permit from Building Department. No temporary electrical power will be granted to a project unless one of the following items is in place and approved by Building Department and the Planning Department. (A) Installation of a construction trailer, or (B) Security fenced area where the electrical power will be located
☑	37	Installation of construction/sales trailers must be located on private property. No trailers can be in the public street right of way.
☑	38	Any temporary building, trailer, commercial coach, etc. installed and/or used in connection with a construction project shall comply with City Code.
☑	39	Prior to issuance of a permit all of the following must be in place: portable toilet with hand wash station, all BMP's, fencing and signage on each adjacent street saying "If there is any dust or debris coming from this site please contact (superintendent number here) or the AQMD if the problem is not being resolved" or something similar to this.
PRIOR TO ISSUANCE OF BUILDING/CONSTRUCTION PERMITS		

☑	40	The following grading items shall be completed and/or submitted – as applicable – prior to the issuance of building permits for this project: A. Precise grading plans shall be approved B. Rough grading completed C. Compaction certification completed D. Pad elevation certification completed E. Rough grade inspection signed off by a City's Building
☑	41	Prior to the issuance of a Building Permit, the applicant shall pay all Development Improvement Fees to the City. Copies of receipts shall be provided to the Building Department prior to permit issuance.
☑	42	The Tract or Parcel map shall be recorded prior to the issuance of any permits.
☑	43	The existing parcels shall be combined into a single parcel, or a lot line adjustment shall be done so that the proposed structure(s) does not cross any lot line and complies with all requirements of the California Building Code, prior to any building permits being issued.
☑	44	Fire sprinklers, fire alarm systems and fire hydrant plans shall be submitted to Fire Department for plan check and permit.
☑	45	Prior to issuance of Building Permits, school fees need to be paid to school district where project is located.

CITY OF ONTARIO
LANDSCAPE PLANNING DIVISION
303 East "B" Street, Ontario, CA 91764

CONDITIONS OF APPROVAL	
Sign Off	
	11/3/2025
Jamie Richardson, Sr. Landscape Architect	Date

Reviewer's Name:	Phone:
Jamie Richardson, Sr. Landscape Architect	**(909) 395-2615**

D.A.B. File No.:	Case Planner:
PDEV25-007, PCU25-010	Tom Grahn

Project Name and Location:

231 Unit - Hotel
Riverside and Hellman

Applicant/Representative:

Robert Tuttle Architects – Kelsea Stiles Kelsea.stiles@rftarch.com
38960 Vista Dawn Court
Temecula, CA 92592

☒	**Preliminary Plans (dated 10/15/2025) meet the Standard Conditions for New Development and have been approved considering that the following conditions below be met upon submittal of the landscape construction documents.**
☐	**Preliminary Plans (dated) have not been approved. Corrections noted below are required before Preliminary Landscape Plan approval.**

A RESPONSE SHEET IS REQUIRED WITH RESUBMITTAL OR PLANS WILL BE RETURNED AS INCOMPLETE.
DIGITAL SUBMITTALS MUST BE 10MB OR LESS.

Civil/ Site Plans

1. Grade the site to eliminate the low retaining wall and handrail throughout the site; maximize landscape setbacks to allow for maximum 3:1 slopes and / or terracing to eliminate walls.
2. Streets will include large right of ways with tree wells rather than traditional neighborhood parkways to allow for larger groups of pedestrians. During plan check, dimensions, tree wells, hardscape materials, paving patterns, etc., will be explored.
3. Show island planters for shade trees, one space every ten parking spaces for a single row and one space every five spaces for a double row. A tree shall be provided one for every four spaces.
4. Parkway tree locations shall be shown on plans (show tree wells, dimensions TDB) where utilities are proposed. Parkway trees are 30' apart and a maximum of 45' apart where residential driveways occur. Show and note a 10' total space, 5' clearance on each side of the tree from any utility or hardscape, including water, sewer, drain lines, driveways, and 10' clear from street lights. Relocate utilities to minimum clearances to allow parkway trees. If part of another project, identify on plans; all streets surrounding project.
5. Before permit issuance, stormwater infiltration devices located in landscape areas shall be reviewed and plans approved by the Landscape Planning Division. Any stormwater devices in parkway areas shall not displace street trees.
6. Show decorative paving at entry's behind the sidewalk/ROW.
7. Show and dimension transformers set back 5' from paving all sides. Coordinate with landscape plans.
8. Show and dimension backflow devices set back 4' from paving on all sides. Locate on level grade. Remove backflow and water meter shown along A Street.
9. Locate utilities including light standards, fire hydrants, water, drain, and sewer lines to not

conflict with required tree locations—coordinate civil plans with landscape plans.

10. Show corner ramp and sidewalk per city standard drawing 1213 with max 10’ or 13’ of ramp and sidewalk behind corners. Show 5’ sidewalk and 7’ parkway within the right of way or as required by Engineering dept.
11. Note for compaction to be no greater than 85% in landscape areas. All finished grades at 1 ½” below finished surfaces. Slopes to be maximum 3:1.
12. Dimension, show and call out for step-outs at parking spaces adjacent to planters; a 12” total wide monolithic concrete curb.
13. Footings for walls, building foundations, and fences shall be designed to allow for required landscape areas with a minimum cover of 2’ and 2’ in front of the footing.
14. Roof drainage, rain gutters, and condenser drainage shall be designed so as not to release onto paving. Downspouts, gutters, and pipes shall be routed into landscape areas or a subsurface drainage system. Provide details.
15. Add Note to Grading and Landscape Plans: Landscape areas where compaction has occurred due to grading activities and where trees or stormwater infiltration areas are located shall be loosened by soil fracturing. For trees, a 12’x12’x18” deep area; for stormwater infiltration, the entire area shall be loosened. Add the following information on the plans: The backhoe method of soil fracturing shall be used to break up compaction. A 4” layer of Compost is spread over the soil surface before fracturing is begun. The backhoe shall dig into the soil lifting and then drop the soil immediately back into the hole. The bucket then moves to the adjacent soil and repeats. The Compost falls into the spaces between the soil chunks created. Fracturing shall leave the soil surface quite rough with large soil clods. These must be broken by additional tilling. Tilling in more Compost to the surface after fracturing per the soil report will help create an A horizon soil. Imported or reused Topsoil can be added on top of the fractured soil as needed for grading. The Landscape Architect shall be present during this process and provide certification of the soil fracturing. For additional reference, see Urban Tree Foundation – Planting Soil Specifications.

Landscape Plans

16. See all comments above to coordinate site and grading plans with the landscape plan.
17. Show backflow devices with 36” high strappy leaf shrub screening and trash enclosures and transformers, a 4’-5’ high evergreen hedge screening. Do not encircle utility; show as masses and duplicate masses in other locations at regular intervals.
18. Locate light standards, fire hydrants, water, and sewer lines to not conflict with required tree locations. Coordinate civil plans with landscape plans.
19. Show all utilities on the landscape plans. Coordinate so utilities are clear of tree locations.
20. Where space allows, locate trees for shade on buildings, parking lots, seating areas, and paving, screen blank walls and adjacent properties where missing, accent trees to entries and driveways, and provide visibility to signs, windows, and doors. Locate trees 50% of canopy width from walls, buildings, and existing trees.
21. Replace Washingtonia robusta (invasive) revise to filifera.
22. Show 6’ diameter of mulch only at new trees. Detail irrigation dripline outside of mulched root zone.
23. Moderate water Overhead spray systems shall be designed for plant material less than the height of the spray head.
24. Designer or developer to provide agronomical soil testing and include a report on landscape construction plans.
25. Landscape construction plans shall meet the requirements of the Landscape Development Guidelines. See https://www.ontarioca.gov/Planning/Landscape
26. After a project’s entitlement approval, the applicant shall pay all applicable fees for landscape plan check and inspections at a rate established by resolution of the City Council.

CITY OF ONTARIO
MEMORANDUM

TO: **Thomas Grahn, Senior Planner**
Planning Department

FROM: **Robert Johnson, Deputy Fire Chief**
Fire Department

DATE: **May 27, 2025**

SUBJECT: **PDEV25-007 - A Development Plan to construct a 231-unit hotel totaling 161,445 square feet on 3.41 acres of land located at the southeast corner of Riverside Drive and Hellman Avenue, within the CCS (Convention Center Service Commercial) zoning district (APN(s): 218-111-12, 218-111-49, and 218-111-50). Related File(s): PCUP25-010.**

☒ The plan **does** adequately address Fire Department requirements at this time.

☒ Standard Conditions of Approval apply, as stated below.

SITE AND BUILDING FEATURES:

A. 2022 CBC Type of Construction: Type 1 & 3

B. Type of Roof Materials: Ordinary

C. Ground Floor Area(s): 20,815

D. Number of Stories: 4

E. Total Square Footage: 161,445 Sq. Ft.

F. 2022 CBC Occupancy Classification(s): 2 Hotel

CONDITIONS OF APPROVAL:

1.0 GENERAL

☒ 1.1 The following are the Ontario Fire Department ("Fire Department") requirements for this development project, based on the current edition of the California Fire Code (CFC), and the current versions of the Fire Prevention Standards ("Standards.") It is recommended that the applicant or developer transmit a copy of these requirements to the on-site contractor(s) and that all questions or concerns be directed to the Bureau of Fire Prevention, at (909) 395-2029. For copies of Ontario Fire Department Standards please access the City of Ontario web site at www.ontarioca.gov/Fire/Prevention.

☒ 1.2 These Fire Department conditions of approval are to be included on any and all construction drawings.

2.0 FIRE DEPARTMENT ACCESS

☒ 2.1 Fire Department vehicle access roadways shall be provided to within one hundred and fifty feet (150') of all portions of the exterior walls of the first story of any building, unless specifically approved. Roadways shall be paved with an all-weather surface and shall be a minimum of twenty-four (24) ft. wide. See Standard #B-004.

☒ 2.2 In order to allow for adequate turning radius for emergency fire apparatus, all turns shall be designed to meet the minimum twenty-five feet (25') inside and forty-five feet (45') outside turning radius per Standard #B-005.

☒ 2.3 Fire Department access roadways that exceed one hundred and fifty feet (150') in length shall have an approved turn-around per Standard #B-002.

☒ 2.4 Access drive aisles which cross property lines shall be provided with CC&Rs, access easements, or reciprocating agreements, and shall be recorded on the titles of affected properties, and copies of same shall be provided at the time of building plan check.

☒ 2.5 "No Parking-Fire Lane" signs and /or red painted curbs with lettering are required to be installed in interior access roadways, in locations where vehicle parking would obstruct the minimum clear width requirement. Installation shall be per Standard #B-001.

☒ 2.6 Security gates or other barriers on fire access roadways shall be provided with a Knox brand key switch or padlock to allow Fire Department access. See Standards #B-003, B-004 and H-001.

☒ 2.7 Any time PRIOR to on-site combustible construction and/or storage, a minimum twenty-four feet (24') wide circulating all weather access roads shall be provided to within one hundred and fifty feet (150') of all portions of the exterior walls of the first story of any building, unless specifically approved by fire department and other emergency services.

3.0 WATER SUPPLY

☒ 3.1 The required fire flow per Fire Department standards, based on the 2022 California Fire Code, Appendix B, is Choose an item. gallons per minute (g.p.m.) for Choose an item. hours at a minimum of 20 pounds per square inch (p.s.i.) residual operating pressure.

☒ 3.2 Off-site (public) fire hydrants are required to be installed on all frontage streets, at a maximum spacing of three hundred feet (300') apart, on alternating sides of the street. Streets with a center median shall require public hydrants spaced five hundred feet (500') apart, on the same side of the street.

☒ 3.3 Buildings that exceed 100,000 square feet in floor area shall provide an onsite looped fire protection water line around the building(s.) The loops shall be required to have two or more points of connection from a public circulating water main.

☒ 3.4 The water supply, including water mains and fire hydrants, shall be tested and approved by the Engineering Department and Fire Department prior to combustible construction to assure availability and reliability for firefighting purposes.

4.0 FIRE PROTECTION SYSTEMS

☒ 4.1 On-site private fire hydrants are required per Standard #D-005, and identified in accordance with Standard #D-002. Installation and locations(s) are subject to the approval of the Fire Department. An application with detailed plans shall be submitted, and a construction permit shall be issued by the Fire Department, prior to any work being done.

☒ 4.2 Underground fire mains which cross property lines shall be provided with CC & R, easements, or reciprocating agreements, and shall be recorded on the titles of affected properties, and copies of same shall be provided at the time of fire department plan check. The shared use of private fire mains or fire pumps is allowable only between immediately adjacent properties and shall not cross any public street.

☒ 4.3 An automatic fire sprinkler system is required. The system design shall be in accordance with National Fire Protection Association (NFPA) Standard 13. All new fire sprinkler systems, except those in single family dwellings, which contain twenty (20) sprinkler heads or more shall be monitored by an approved listed supervising station. An application along with detailed plans shall be submitted, and a construction permit shall be issued by the Fire Department, prior to any work being done.

☒ 4.4 Wood frame buildings that are to be sprinkled shall have these systems in service (but not necessarily finaled) before the building is enclosed.

☒ 4.5 Fire Department Connections (FDC) shall be located on the address side of the building within one hundred fifty feet (150') of a public fire hydrant on the same side of the street. Provide identification for all fire sprinkler control valves and fire department connections per Standard #D-007. Raised curbs adjacent to Fire Department connection(s) shall be painted red, five feet either side, per City standards.

☒ 4.6 A fire alarm system is required. The system design shall be in accordance with National Fire Protection Association (NFPA) Standard 72. An application along with detailed plans shall be submitted, and a construction permit shall be issued by the Fire Department, prior to any work being done.

☒ 4.7 Portable fire extinguishers are required to be installed prior to occupancy per Standard #C-001. Please contact the Fire Prevention Bureau to determine the exact number, type and placement required.

☒ 4.8 A fixed fire extinguishing system is required for the protection of hood, duct, plenum and cooking surfaces. This system must comply with National Fire Protection Association (NFPA) Standards 17A and 96. An application with detailed plans shall be submitted, and a construction permit shall be issued by the Fire Department, prior to any work being done.

☒ 4.9 Provide a Fire Command Center in accordance with the Fire Code Section 508.1 in F-1 and S-1 occupancy buildings with a building footprint greater than 500,000 sq. ft.

5.0 BUILDING CONSTRUCTION FEATURES

☒ 5.1 The developer/general contractor is to be responsible for reasonable periodic cleanup of the development during construction to avoid hazardous accumulations of combustible trash and debris both on and off the site.

☒ 5.2 Approved numbers or addresses shall be placed on all new and existing buildings in such a position as to be plainly visible and legible from the street or road fronting the property. Multi-tenant or building projects shall have addresses and/or suite numbers provided on the rear of the building. Address numbers shall contrast with their background. See Section 9-1 6.06 of the Ontario Municipal Code and Standards #H-003 and #H-002.

☒ 5.3 Single station smoke alarms and carbon monoxide alarms are required to be installed per the California Building Code and the California Fire Code.

☒ 5.4 Multiple unit building complexes shall have building directories provided at the main entrances. The directories shall be designed to the requirements of the Fire Department, see Section 9-1 6.06 of the Ontario Municipal Code and Standard #H-003.

☒ 5.5 All residential chimneys shall be equipped with an approved spark arrester meeting the requirements of the California Building Code.

☒ 5.6 Knox ® brand key-box(es) shall be installed in location(s) acceptable to the Fire Department. All Knox boxes shall be monitored for tamper by the building fire alarm system. See Standard #H-001 for specific requirements.

☒ 5.7 Placards shall be installed in acceptable locations on buildings that store, use or handle hazardous materials in excess of the quantities specified in the CFC. Placards shall meet the requirements of National Fire Protection Association (NFPA) Standard 704.

☒ 5.8 The building shall be provided with a Public Safety 800 MHZ radio amplification system per the Ontario Municipal Code Section 4-11.09 (n) and the CFC. The design and installation shall be approved by the Fire Department.

6.0 OTHER SPECIAL USES

☒ 6.1 The storage, use, dispensing, or handling of any hazardous materials shall be approved by the Fire Department, and adequate fire protection features shall be required. If hazardous materials are proposed, a Fire Department Hazardous Materials Information Packet, including Disclosure Form and Information Worksheet, shall be completed and submitted with Material Safety Data Sheets to the Fire Department along with building construction plans.

☒ 6.2 Any High Piled Storage, or storage of combustible materials greater than twelve feet (12') in height for ordinary (Class I-IV) commodities or storage greater than six feet (6') in height of high hazard (Group A plastics, rubber tires, flammable liquids, etc.) shall be approved by the Fire Department, and adequate fire protection features shall be required. If High Piled Storage is proposed, a Fire Department High Piled Storage Worksheet shall be completed and detailed racking plans or floor plans submitted prior to occupancy of the building.

CITY OF ONTARIO
MEMORANDUM

FROM: **Heather Lugo, Police Department**

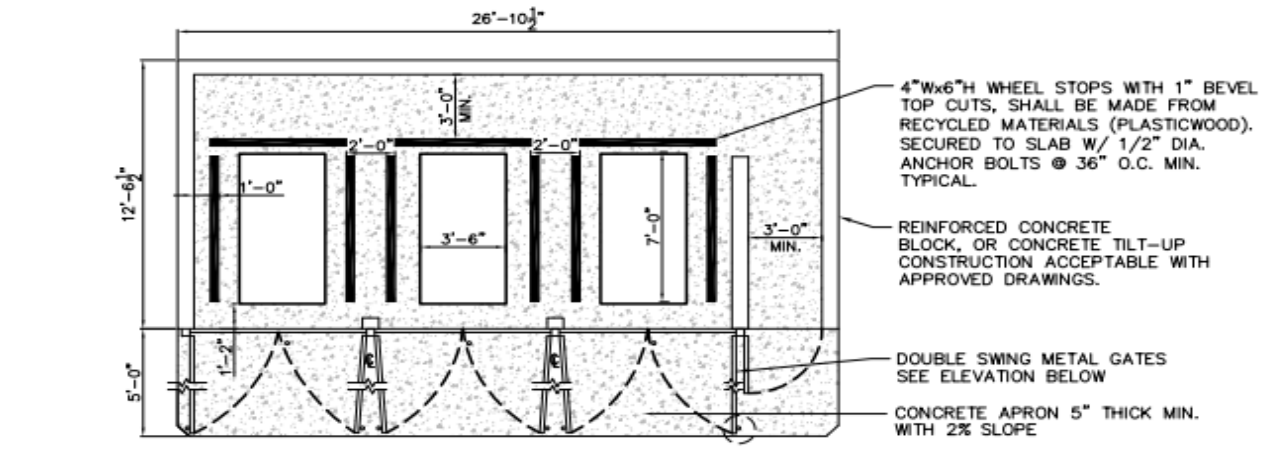
DATE: **November 10, 2025**

SUBJECT: **PDEV25-007 – A Development Plan to construct a 231-unit hotel totaling 161,445 square feet on 3.41 acres of land located at the southeast corner of Riverside Drive and Hellman Avenue, within the CCS (Convention Center Service Commercial) zoning district (APN(s): 218-111-12, 218-111-49, and 218-111-50). Related File(s): PCUP25-010.**

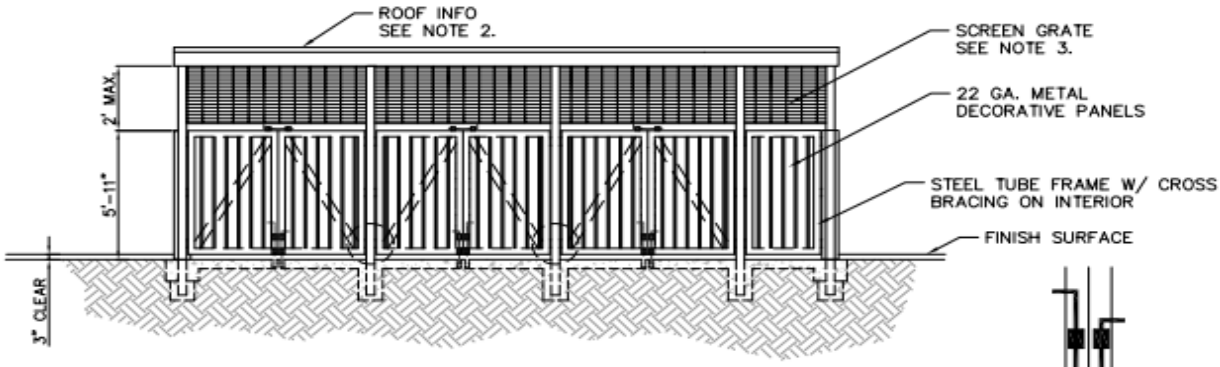
The "Standard Conditions of Approval" contained in Resolution No. 2017-027 apply. The applicant shall read and be thoroughly familiar with these conditions, including, but not limited to, the requirements below:

- Required lighting for walkways, driveways, doorways, parking lots, hallways, stairwells, and other areas used by the public shall be provided. Lights shall operate via photosensor. Updated photometrics demonstrating required lighting levels for the project area, including the rear parking lot and pool area, shall be provided to the Police Department. The photometric plans shall include the types of fixtures proposed and demonstrate that such fixtures meet the vandal-resistant requirement. Planned landscaping shall not obstruct lighting.
- Rooftop addresses shall be installed on the building as stated in the Standard Conditions. The numbers shall be at a minimum 3 feet tall and 1 foot wide, in reflective white paint on a flat black background, and oriented with the bottom of the numbers towards the addressed street.
- Stairwells shall be constructed to either allow for visibility through the stairwell risers or to prohibit public access to the areas behind stairwells
- The Applicant shall install a video surveillance system on the site. Cameras shall cover at a minimum all entry doors, all cash registers, guest registration area, and parking lot entrance and exit. Cameras shall be positioned to maximize the coverage of patrons and vehicles in these areas. Cameras shall record at least 15 frames per second and at a minimum of 720p of resolution. Recordings shall be stored for a minimum of 30 days and made available upon request to any member of the Ontario Police Department.
- All exterior electrical outlets shall be secured and locked.
- All exterior water spigots / water supply sources shall be secured and locked.
- Trash enclosure shall be fully secured/enclosed by locks, mesh and screen grate to reduce crime and encampment opportunities for homeless persons.

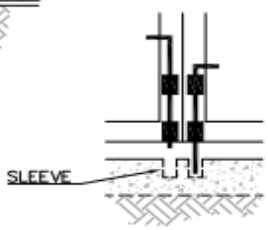
The approval of this Conditional Use Permit shall not be construed to permit the sale of alcohol on the premises. The Applicant shall apply for a modification to this Conditional Use Permit should they desire to sell alcohol.



PLAN VIEW



ELEVATION



SLEEVE DETAIL

NOTES:

① THIS DRAWING SERVES AS A GUIDELINE TO THE TRASH ENCLOSURE BIN LAYOUT. PLANS MUST BE SUBMITTED TO THE BUILDING DEPARTMENT FOR REVIEW AND APPROVAL TO MEET CURRENT BUILDING CODES.

② SOLID ROOF TO MEET ARCHITECTURAL AND STRUCTURAL DESIGN CRITERIA FROM PLANNING AND BUILDING DEPARTMENTS.

③ TRASH ENCLOSURE SHALL BE FULLY SECURED/ENCLOSED BY LOCKS, MESH, AND SCREEN GRATE.

CITY OF ONTARIO - INTEGRATED WASTE DEPARTMENT

EXAMPLE 1

COMMERCIAL/INDUSTRIAL REFUSE, RECYCLING AND ORGANICS ENCLOSURE (THREE 4–6 CU. YD. BINS)

Airport Land Use Compatibility Planning
Consistency Determination Report

Ontario Airport Planning

Project File No.: PDEV25-007

Address: SEC of Riverside Drive and east of Hellman Avenue

APN: 218-111-67, 218-111-68, and 218-111-69

Existing Land Use: Vacant/mass graded

Proposed Land Use: 226 room hotel totaling 183,903 square feet (including a 158,272 square foot hotel and 25,631 square feet of commercial uses)

Site Acreage: 0.55 Proposed Structure Height: 55 FT

ONT-IAC Project Review: n/a

Airport Influence Area: ONT

Reviewed By: Lorena Mejia

Contact Info: 909-395-2276

Project Planner: Thomas Grahn

Date: 11/10/2025

CD No.: 2025-009

PALU No.: n/a

The project is impacted by the following ONT ALUCP Compatibility Zones:

Safety	Noise Impact	Airspace Protection	Overflight Notification
○ Zone 1	○ 75+ dB CNEL	☐ High Terrain Zone	☐ Avigation Easement Dedication
○ Zone 1A	○ 70 - 75 dB CNEL	☑ FAA Notification Surfaces	☐ Recorded Overflight Notification
☐ Zone 2	☐ 65 - 70 dB CNEL	☑ Airspace Obstruction Surfaces	☑ Real Estate Transaction Disclosure
☐ Zone 3	☐ 60 - 65 dB CNEL	☐ Airspace Avigation Easement Area	
○ Zone 4		Allowable Height: 200 FT +	
○ Zone 5			

The project is impacted by the following Chino ALUCP Safety Zones:

☐ Zone 1 ☐ Zone 2 ☐ Zone 3 ☐ Zone 4 ○ Zone 5 ☐ Zone 6

Allowable Height: _____

CONSISTENCY DETERMINATION

This proposed Project is: ○ Exempt from the ALUCP ◉ Consistent ○ Consistent with Conditions ○ Inconsistent

The proposed project is located within the Airport Influence Area of Ontario International Airport (ONT) and was evaluated and found to be consistent with the policies and criteria of the Airport Land Use Compatibility Plan (ALUCP) for ONT.

Airport Planner Signature: Lorena Mejia

CITY OF ONTARIO *Agenda Report* **January 20, 2026**	**SECTION:** **PUBLIC HEARINGS**
Department: Economic Development Prepared By: Karla Tavera Department: Prepared By: Karla Tavera Staff Member Presenting: Jennifer McLain Hiramoto, Economic Development Director Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 21

SUBJECT: **A RESOLUTION APPROVING CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY REVENUE BONDS UP TO $100 MILLION FOR FINANCING AND REFINANCING A COMMERCIAL HOTEL PROJECT IN ONTARIO**

RECOMMENDATION: That the City Council adopt a resolution to approve the issuance by California Statewide Communities Development Authority ("CSCDA") of one or more series of revenue bonds, from time to time, in an aggregate principal amount not to exceed $100,000,000 for the purpose of financing and refinancing the acquisition, construction, rehabilitation, improvement and equipping of a commercial hotel and related facilities owned by National Community Renaissance of California or its affiliates, and certain other matters relating thereto.

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: There is not a direct fiscal impact to the City associated with this action.

BACKGROUND & ANALYSIS:

National Community Renaissance of California (National CORE), or an affiliated nonprofit entity (collectively, the "Borrower"), has requested that the California Statewide Communities Development Authority (CSCDA) issue up to $100 million in one or more series of tax-exempt 501(c)(3) revenue bonds. The financing would be used to acquire, construct, rehabilitate, improve, and equip the commercial hotel and related facilities currently known as the Ontario Airport Hotel and Conference Center, located at 700 N. Haven Avenue in the City of Ontario (the "Facilities"). The Borrower is a California nonprofit public benefit corporation and a qualified 501(c)(3) organization under the Internal Revenue Code.

Because the Facilities are located within the City of Ontario, the Internal Revenue Code (Section

147(f)) requires that the City hold a public hearing (a "TEFRA hearing") and that the City Council approve the issuance of the bonds. CSCDA has therefore requested that the City Council consider approval of the financing plan for the issuance of the bonds, as well as approval of any future refunding bonds issued by CSCDA to refinance the original bonds.

The City published notice and is conducting the required public hearing to comply with federal tax requirements. Approval of this Resolution would satisfy the City's role in the TEFRA process. Importantly, neither the City nor the City Council bears any financial obligation for the repayment of the bonds. The bonds do not constitute a debt, liability, or obligation of the City and do not encumber the City's general fund, credit, or taxing authority. Repayment of the bonds is solely the responsibility of the Borrower and payable only from the revenues and assets pledged by the Borrower through CSCDA.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO APPROVING THE ISSUANCE BY CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY OF ONE OR MORE SERIES OF REVENUE BONDS, FROM TIME TO TIME, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $100,000,000 FOR THE PURPOSE OF FINANCING AND REFINANCING THE ACQUISITION, CONSTRUCTION, REHABILITATION, IMPROVEMENT AND EQUIPPING OF A COMMERCIAL HOTEL AND RELATED FACILITIES OWNED BY NATIONAL COMMUNITY RENAISSANCE OF CALIFORNIA OR ITS AFFILIATES, AND CERTAIN OTHER MATTERS RELATING THERETO.

WHEREAS, National Community Renaissance of California or an affiliate thereof (the “Borrower”), a nonprofit public benefit corporation organized and existing under the laws of the State of California and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 (the “Code”), has requested that the California Statewide Communities Development Authority (the “Authority”) adopt a plan of financing to issue one or more series of qualified 501(c)(3) bonds, as defined in Section 145 of the Code, from time to time in an aggregate principal amount not to exceed $100,000,000, including bonds issued to refund such revenue bonds (the “Bonds”) for the purpose of, among other things, making a loan to the Borrower to finance and refinance the costs of the acquisition, construction, rehabilitation, improvement and equipping of certain commercial hotel and related facilities currently known as Ontario Airport Hotel and Conference Center, having the street address of 700 N Haven Ave, Ontario, CA 91764 (the “Facilities”) owned by the Borrower or any of its affiliates; and

WHEREAS, the Facilities are located in the City of Ontario (the “City”); and

WHEREAS, pursuant to Section 147(f) of the Internal Revenue Code of 1986 (the “Code”), the issuance of the Bonds by the Authority must be approved by the City because the Facilities are located within the territorial limits of the City; and

WHEREAS, the City Council of the City (the “Council”) is the elected legislative body of the City and is an applicable elected representative required to approve the issuance of the Bonds under Section 147(f) of the Code; and

WHEREAS, the Authority has requested that the Council approve the issuance of the Bonds by the Authority for the purpose of financing and refinancing all or any portion of the Facilities in order to satisfy the public approval requirement of Section 147(f) of the Code and the requirements of Section 9 of the Amended and Restated Joint Exercise of Powers Agreement, dated as of June 1, 1988 (the “Agreement”) of the Authority, among certain local agencies, including the City; and

WHEREAS, the Authority is also requesting that the Council approve the issuance of any refunding bonds hereafter issued by the Authority for the purpose of refinancing the Bonds which financed or refinanced the Facilities (the “Refunding Bonds”) but only in

such cases where federal tax laws would not require additional consideration or approval by the Council; and

WHEREAS, pursuant to Section 147(f) of the Code, the Council has, following notice duly given, held a public hearing regarding the issuance of the Bonds, and now desires to approve the plan of financing for the issuance of the Bonds by the Authority; and

WHEREAS, the Council understands that holding the public hearing and approval of this Resolution do not obligate the City or the Council in any manner for payment of the principal or interest on the Bonds, and the Bonds and the obligation to pay principal of and interest thereon and any redemption premium with respect thereto will not constitute an indebtedness or an obligation of the City, within the meaning of any constitutional or statutory debt limitation, or a charge against the general credit or taxing powers of the City, but will be payable solely from certain revenues duly pledged therefor and generally representing amounts paid by the Borrower.

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

SECTION 1. The Council hereby approves the plan of financing for the issuance of the Bonds and the Refunding Bonds from time to time by the Authority for the purpose of financing and refinancing all or any portion of the Facilities. It is the purpose and intent of the Council that this Resolution constitute approval of the issuance of the Bonds by the Authority, for the purposes of (a) Section 147(f) of the Code by the applicable elected representative of the governmental unit on whose behalf the Bonds are expected to be issued and the governmental unit having jurisdiction over the area in which the Facilities are located, in accordance with said Section 147(f) and (b) Section 9 of the Agreement. This resolution shall also constitute the approval of the issuance of the Bonds by the Authority within the meaning of the Joint Exercise of Powers Act, comprising Articles 1, 2, 3 and 4 of Chapter 5 of Division 7 of Title 1 (commencing with Section 6500) of the Government Code of the State of California.

SECTION 2. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this Resolution and the financing transaction approved hereby.

SECTION 3. This Resolution shall take effect immediately upon its adoption.

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

PASSED, APPROVED, AND ADOPTED this 20th day of January 2026.

_____
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. 2026- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held January 20, 2026 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. 2026- duly passed and adopted by the Ontario City Council at their regular meeting held January 20, 2026.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

CITY OF ONTARIO *Agenda Report* **January 20, 2026**	**SECTION:** **ADMINISTRATIVE REPORTS/DISCUSSION/ACTION**
Department: Economic Development Prepared By: Charity Hernandez Department: 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: 22

SUBJECT: **CONSIDER APPROVAL, PURSUANT TO THE ADOPTION OF AN ADDENDUM TO THE CERTIFIED FINAL ENVIRONMENTAL IMPACT REPORT FOR THE ONTARIO REGIONAL SPORTS COMPLEX (SCH NO. 2023110328), OF AN AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ONTARIO AND ONTARIO RANCH HOTELS, LLC. FOR THE DEVELOPMENT OF A HOTEL FEATURING 226-GUEST ROOMS AT THE SOUTHEAST CORNER OF EAST RIVERSIDE DRIVE AND ONTARIO AVENUE**

RECOMMENDATION: That the City Council ("City") consider and adopt a Resolution approving:

A. Adopting an Addendum to the Certified Final Environmental Impact Report for the Ontario Regional Sports Complex (SCH No. 2023110328), certified by the City Council on July 16, 2024; and
B. Approving the Amended and Restated Disposition and Development Agreement ("Agreement") between the City of Ontario and Ontario Ranch Hotels, LLC. ("Developer") (on file with the Records Management Department; and
C. Authorizing the City Manager, or his designee, to sign all documents necessary to implement the Agreement

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: Pursuant to the terms and conditions of the February 18, 2025 Disposition and Development Agreement ("DDA"), Ontario Ranch Hotels, LLC purchased 2.368 acres of real property at the fair market value of $1,444,594. In addition, the Ontario Ranch Hotels, LLC conveyed to the City certain easement right-of-way interests and a temporary construction easement located at the south westerly corner of Riverside Drive and Vineyard Avenue, consisting of approximately 25,489 square feet area, with an appraised value of $458,802. The easement value was credited against the $1,444,594 purchase price. As a result, the net value of $985,792 in land sale proceeds was be

deposited in the Capital Projects – Measure Q Fund. These funds have been received by the City.

BACKGROUND & ANALYSIS: The City of Ontario ("City") is in the process of developing an approximately 200-acre state-of-the-art regional sports complex to meet the region's growing demand for sports recreation amenities. As the first phase of development is underway with the construction of a Professional Baseball stadium, a retail component is running parallel. Pursuant to the February 18, 2025 DDA, the City sold the real property located at the southeast corner of East Riverside Drive and Ontario Avenue to Ontario Ranch Hotels, LLC.

The City is now interested in amending and restated the DDA to address certain issues that have come to light following the approval of the original DDA. The Amended and Restated DDA removes all language regarding the sale of the property due to the fact that the since the transaction was effectuated on April 4, 2025. The Amended and Restated DDA does include all desired milestones for the development of a hotel at the Ontario Regional Sports Complex ("Development").

The Development offers an opportunity to continue Ontario's efforts to engage economic generating opportunities, which will in turn bring more visitors and pedestrians to create an active Sports Empire Stadium Village. The Development will provide for elimination of blighting conditions, develop the site into its highest and best use, generate property tax revenue, produce new jobs (both permanent and temporary), stimulate economic vitality, and continue to spur additional investment within the Sports Empire Stadium Village.

ENVIRONMENTAL REVIEW: The environmental impacts of the Development were reviewed in conjunction with the Addendum to the Ontario Regional Sports Complex Environmental Impact Report (State Clearinghouse No. 2023110328), certified by the City Council on July 16, 2024. All previously adopted mitigation measures are a condition of approval of the Amended and Restated DDA and are incorporated herein by this reference.

Staff recommends approval of the Amended and Restated Disposition and Development Agreement pursuant to adoption of the Addendum to the Ontario Regional Sports Complex Environmental Impact Report.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING, PURSUANT TO THE ADOPTION OF AN ADDENDUM TO THE CERTIFIED FINAL ENVIRONMENTAL IMPACT REPORT FOR THE ONTARIO REGIONAL SPORTS COMPLEX (SCH NO. 2023110328), OF AN AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ONTARIO AND ONTARIO RANCH HOTELS, LLC. FOR THE DEVELOPMENT OF A HOTEL FEATURING 226-GUEST ROOMS AT THE SOUTHEAST CORNER OF EAST RIVERSIDE DRIVE AND ONTARIO AVENUE.

WHEREAS, the City of Ontario ("City") is in the process of developing an approximately 200-acre state-of-the-art regional sports complex to meet the region's growing demand for sports recreation amenities. As the first phase of development is underway with the construction of a Single-A Minor League Baseball stadium, a retail component is running parallel; and

WHEREAS, pursuant to the February 18, 2025 Disposition and Development Agreement ("DDA") the City sold the real property located at the southeast corner of East Riverside Drive and Ontario Avenue to Ontario Ranch Hotels, LLC; and

WHEREAS, the City is now interested in amending and restated the DDA to address certain issues that have come to light following the approval of the original DDA. To that end, the Council is requested to approve the Amended and Restated DDA. The Amended and Restated DDA removes all language regarding the sale of the property, as that has previously occurred. The Amended and Restated DDA does include all desired milestones for the development of a hotel at the Ontario Regional Sports Complex ("Development"); and

WHEREAS, the Ontario Regional Sports Complex Environmental Impact Report (State Clearinghouse No. 2023110328) was certified on July 16, 2024 (hereinafter referred to as Certified EIR), in which development and use of the Development 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 Development as documented in the Amended and Restated DDA 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 Development as documented in the Amended and Restated DDA, and that preparation of an Addendum to the Certified EIR was appropriate; and

WHEREAS, the City of Ontario is the lead agency for the Amended and Restated DDA, and the City Council is the decision-making authority for the proposed Amended and Restated DDA ; and

WHEREAS, the City Council has reviewed and considered the EIR Addendum for the Amended and Restated DDA, has concluded that none of the conditions requiring preparation of a subsequent of supplemental EIR have occurred, and intends to take actions on the Amended and Restated DDA in compliance with CEQA and state and local guidelines implementing CEQA; and

WHEREAS, the EIR Addendum for the Amended and Restated DDA is on file in the Planning Department, located at 303 East B Street, Ontario, CA 91764, is available for inspection by any interested person at that location and is, 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 Amended and Restated DDA the City Council has reviewed and considered the information contained in the administrative record for the Amended and Restated DDA. Based upon the facts and information contained in the administrative record, including all written and oral evidence presented to the Planning Commission, the City Council finds as follows:

(1) The environmental impacts of the Development as documented in the Amended and Restated DDA were reviewed in conjunction with an Addendum to the Ontario Regional Sports Complex Environmental Impact Report (State Clearinghouse No. 2023110328), certified by the Ontario City Council on July 16, 2024; 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 "Local Guidelines for Implementing the California Environmental Quality Act" provide for the use of a single environmental assessment in situations where the impacts of subsequent projects are adequately analyzed. The Development as documented in the Amended and Restated DDA 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 Amended and Restated DDA, 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 Development as documented in the Amended and Restated DDA, and reflects the independent judgment of the City Council; and

(6) There is no substantial evidence in the administrative record that the Development as documented in the Amended and Restated DDA 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 Development as documented in the Amended and Restated DDA, as it:

(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:

(b) The Development as documented in the Amended and Restated DDA will have one or more significant effects not discussed in the Certified EIR; or

(c) Significant effects previously examined will be substantially more severe than shown in the Certified EIR; or

(d) 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 Development as documented in the Amended and Restated DDA, but the City declined to adopt such measures; or

(e) 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. Adoption of Addendum. 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 Development will constitute substantial changes to the Certified EIR, and does hereby adopt the EIR Addendum, attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 4. Approval of Amended and Restated Disposition and Development Agreement. Based upon the findings and conclusions set forth in Sections 1, 2 and 3, above, the City Council hereby approves the Amended and Restated Disposition and Development Agreement in substantially the form attached hereto as Exhibit B, subject to any non-substantive revisions which do not increase the City's liability and are approved by the City Attorney, and authorizes the City Manager to sign and enter into the Agreement and perform the obligations of the City under the Amended and Restated DDA Agreement.

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.

SECTION 6. Certification to Adoption. The Secretary shall certify to the adoption of the Resolution.

SECTION 7. Notice of Determination. The Executive Director, or designee, is hereby directed to file a Notice of Determination for the Agreement under CEQA.

SECTION 8. Severability. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City declares that the City would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

SECTION 9. Effective Date. This Resolution shall become effective immediately upon its adoption.

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

PASSED, APPROVED, AND ADOPTED this 20th day of January 2026.

_____
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. 2026- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held January 20, 2026 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. 2026- duly passed and adopted by the Ontario City Council at their regular meeting held January 20, 2026.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

Addendum to the Ontario Regional Sports Complex Environmental Impact Report

CITY OF ONTARIO PLANNING DEPARTMENT

303 East B Street, Ontario, California 91764 Phone: 909.395.2036 / Fax: 909.395.2420

1. Project Title/File Nos.: File Nos.: PDEV25-007 – Ontario Residence Inn and Aloft Hotel

2. Lead Agency: City of Ontario-Planning Department, 303 East B Street, Ontario, CA 91764

3. Contact Person: Thomas Grahn, Phone: (909) 395-2413, Email: TGrahn@ontarioca.gov

4. Project Sponsor: Ontario Ranch Hotel LLC; PO Box 660, Watsonville, CA 95077

5. Project Location: The Project site is located in southwestern San Bernardino County, within 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. As illustrated on Figures 1, *Regional Location Map*, and 2, *Aerial Site Photograph*, below, the Project site is located at the southeastern corner of Riverside Drive and South Champions/Hellman Avenue (APNs: 218-111-12, 218-111-49, and 218-111-50). The Project site is bordered by Riverside Drive to the north, A Street to the east, South Champions/Hellman Avenue to the west, and C Street to the south. Regional access is provided via Interstate 15 (I-15), State Route 60 (SR-60), and SR-83.

6. Policy Plan (General Plan) Designation: Hospitality (HOS)

7. Zoning Designation: Convention Center Support Commercial (CCS)

8. Description of Project: The Ontario Regional Sports Complex Environmental Impact Report (ORSC EIR) (State Clearinghouse [SCH] No. 2023110328) was certified on July 16, 2024 and evaluated the development of a variety of recreational opportunities on an approximately 199-gross-acre site (ORSC site) in the City of Ontario ("Approved Project"). The City is now seeking a change to the Approved Project to allow for a 226-key hotel within Planning Area 2 instead of a 100-key hotel in Planning Area 3 ("Modified Project"). The Modified Project includes the following entitlements:

    1. An Amended and Restated Development Agreement between the City of Ontario and Ontario Ranch Hotels and Related to an Easement and pertaining to right-of-way improvements associated with an off-site easement at the southwest corner of Vineyard Avenue and Riverside Drive;

    2. A Development Plan (File No. PDEV25-007) to construct a 226-key hotel totaling 158,272 s.f. on 3.41 acres located at the southeast corner of Riverside Drive and South Champions/Hellman Avenue, within the CCS (Convention Center Service Commercial) zoning district (APN(s): 218- 111-12, 218-111-49, and 218-111-50);

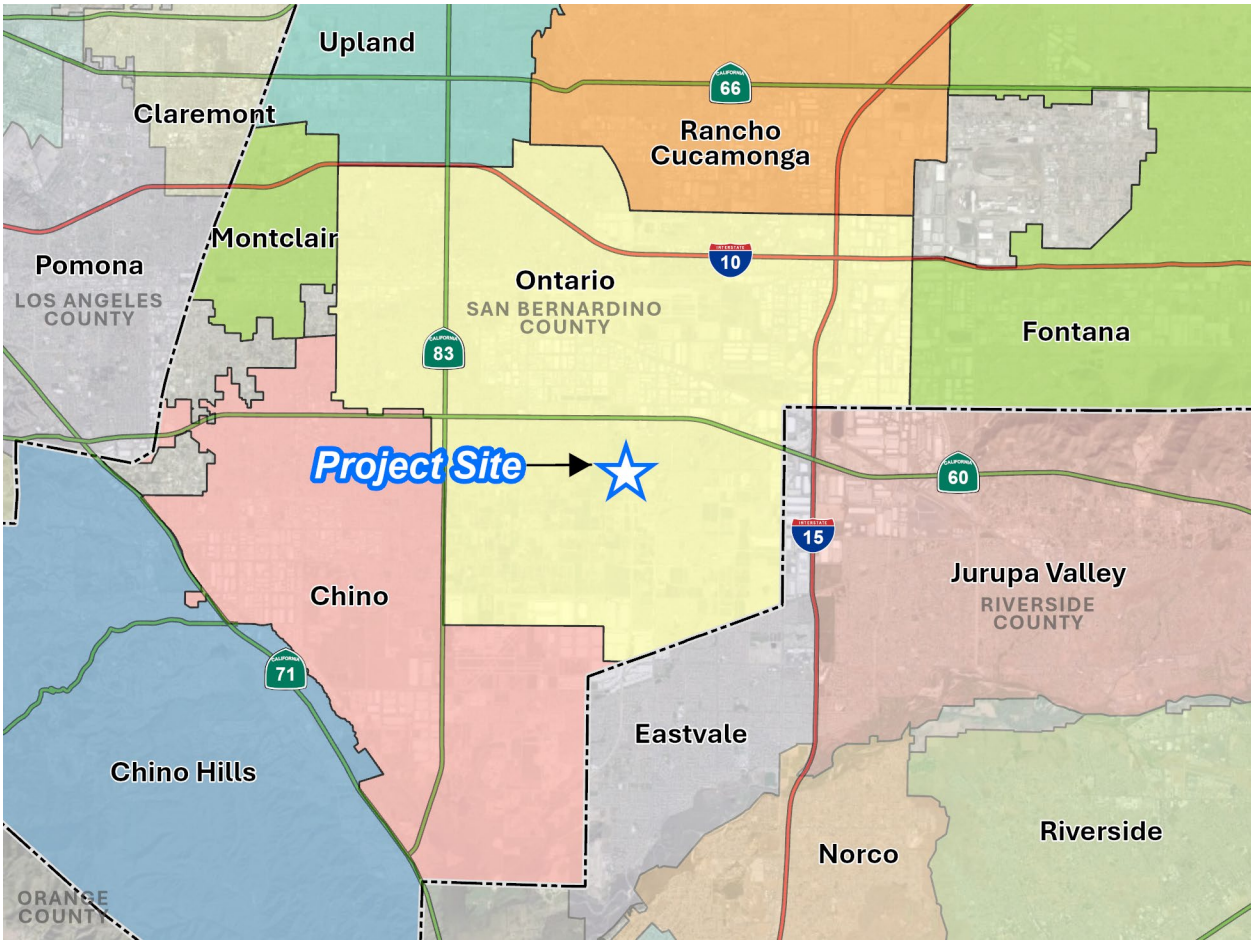


Figure 1: Regional Location Map

Nearmap Imagery Source Date: May 8, 2025

Figure 2: Aerial Site Photograph

Development Agreement

The Modified Project would include an amended and restated development agreement between the City of Ontario and Ontario Ranch Hotels for the purchase and sale of the Project site to develop the proposed hotel. The development agreement would also include an easement pertaining to right-of-way improvements associated with an off-site easement at the southwest corner of Vineyard Avenue and Riverside Avenue, which is included in the Offsite improvement area of the Certified EIR.

Development Plan (File No. PDEV25-007)

The Project Applicant seeks to develop the 3.41-acre site as a 226-key hotel with approximately 158,272 square feet (s.f.) of building area as shown on Figure 3, *Site Plan*. Other amenities in the hotel include an exercise room, an outdoor pool, spa and kiddie pool, multiple outdoor patios with an outdoor bar and fire pits, and roof top bar. The proposed hotel development also includes a 9,994 s.f. conference area, 10,215 s.f. Legends' Attic, and 5,128 s.f. of retail uses, for a total of 25,337 s.f.

Circulation and Parking

Vehicular access will be provided via a total of 3 driveways: one each on C Street, A Street, and South Champions/Hellman Avenue. The Modified Project also includes surface parking with ±242 parking spaces. Of the ±242 spaces, there are ±121 standard automobile parking stalls, 8 accessible parking stalls, and 133 electric vehicle (EV) stalls. Passenger vehicle parking stalls would be located in parking areas positioned at the eastern and northern side of the proposed building and street parking stalls along C Street.

Building Characteristics and Operations

As depicted in Figure 4, *Building Elevations – North and West*, and Figure 5, *Building Elevations – South and East*, the proposed building will be a five-story, 71.5-foot tall, designed to be visually compatible with adjacent buildings and uses. The primary color scheme of the proposed building would include varying shades of white, browns, blacks, and greys and would be further accented with blue steel and decorative wood siding panels.

The hotel is proposed to operate up to 24-hours daily, 7 days a week. Based on information provided by the Project Applicant, the total number of employees for daytime shifts will be approximately (7) seven employees. During the day, the typical shift will consist of (3) three room attendants, (2) two front desk clerks, (1) one part time maintenance person, and (1) one hotel manager from 9 a.m. till 4 p.m. After working hours (from 6 p.m. to about 7 a.m.), the number of employees reduces to (1) one front desk clerk. Based on the a generation rate of 1 employee per 400 square feet for retail uses per the TOP 2050 assumptions, the 5,128 s.f. retail uses would generate approximately 13 employees. In total, the Modified Project would generate approximately 21 employees.

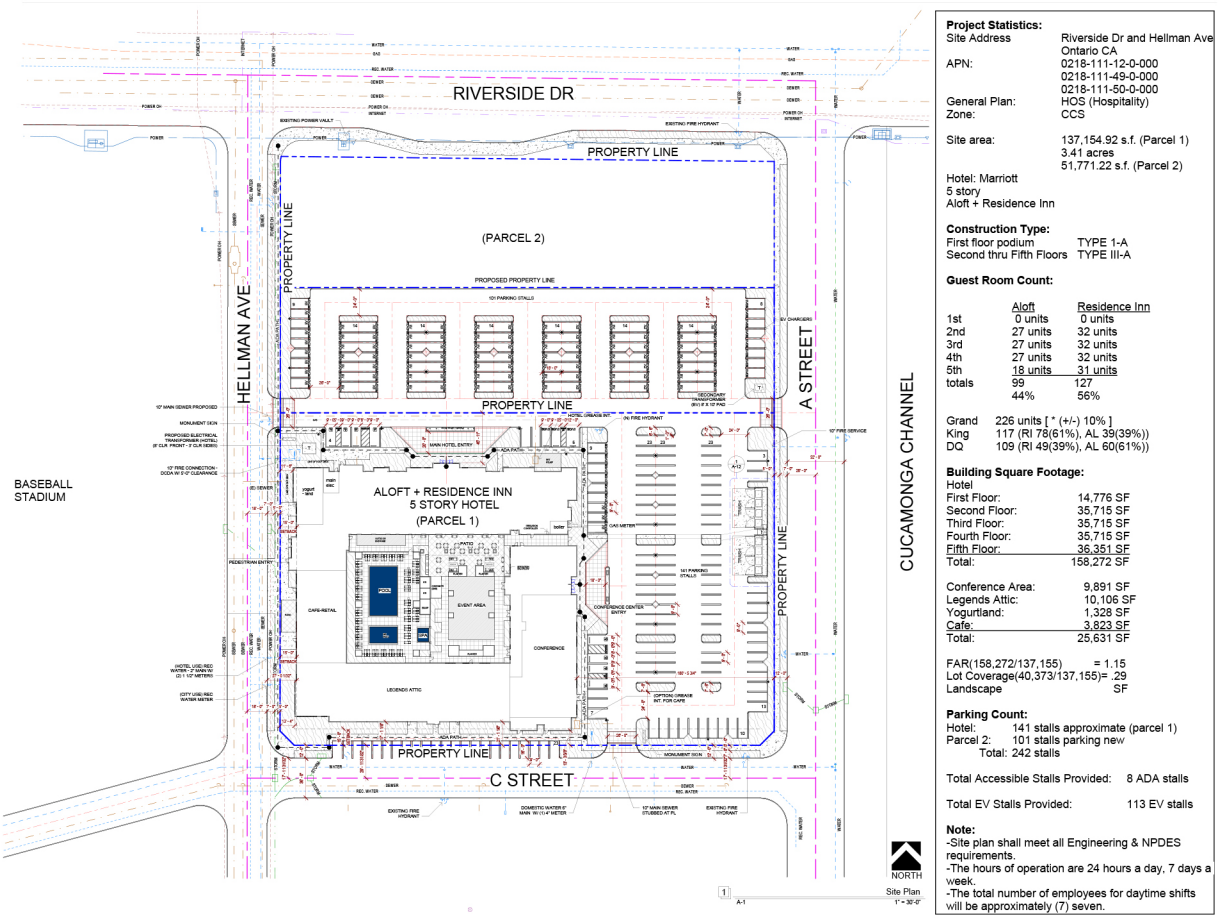


Figure 3: Site Plan

Figure 4: Building Elevations – North and West

Figure 5: Building Elevations – South and East

Landscaping, Signage, and Lighting
As depicted in Figure 6, *Landscape Plan*, a variety of trees, shrubs, accent plants, and ground cover are proposed along the perimeter of the Project site and parking area. Landscaping will feature drought-tolerant plant materials for a total of 116 trees, including 13 48" box, 12 36" box, 78 24" box trees, 6 16' brown trunk height trees and 7 20' brown trunk height trees.

As shown in Figure 7, *Conceptual Signage Plan*, signage will place along the northern, and southern side of the building façade. Additionally, two monument signs will be located at the driveway entries on C Street and South Champions/Hellman Avenue. Exterior lighting would be installed on-site along building exterior and parking areas, as necessary, for safety, security, and wayfinding. Decorative architectural lighting as well as landscape lighting would also be installed to accent building entries as focal points throughout the site. Ornamental landscaping, lighting, signage, and utility infrastructure improvements/connections would be installed per compliance with the Ontario Development Code.

Infrastructure Improvements
Water service to the Project site will be provided by the Ontario Municipal Utilities Company (OMUC). As shown in Figure 8, *Conceptual Utilities Plan*, water would be accommodated via proposed 6-inch water lines from the northeastern portion of the building to the existing 12-inch water main on C Street. Additionally, a proposed 2-inch recycled water line would extend from the southwestern portion of the proposed building to the existing 12-inch recycled water main on South Champions/Hellman Avenue although the quantity, size and locations of all the proposed water and utility services are subject to change during Final Design as required by the City.

Sanitary sewer service to the Project site would be provided by Inland Empire Utilities Agency (IEUA). Sewer would be accommodated via proposed 8-inch and 10-inch sewer lines that would extend from the northeastern and southeastern corners of the building to an existing 10-inch sewer mains on C Street and South Champions/Hellman Avenue.

The runoff from the site will sheet flow over the parking areas into the ribbon gutter and curb and gutter system. The runoff will then be intercepted by catch basins and conveyed further by storm drain system into the underground stormtech infiltration system located at the southeastern portion of the site. Using an 18-inch storm drain outlet structure, the excess runoff will be discharged into the curb inlet located offsite at the southeastern corner of the site along A-street.

Electricity will be provided by the Southern California Edison (SCE), natural gas would be provided via Southern California Gas Company (SoCal Gas) and fiber optic would be provided by OntarioNet. Currently, there are existing overhead power line along Riverside Drive and South Champions/Hellman Avenue and fiber optic line along Riverside Drive. All new dry utility infrastructure would be installed underground and within the Project site.

Project Construction Characteristics:
Project construction would occur in one phase and is expected to commence in in February 2026. Construction activities are as follows:

- Site Preparation
- Building Construction
- Paving
- Architectural Coating & Landscaping

Figure 6: Landscape Plan

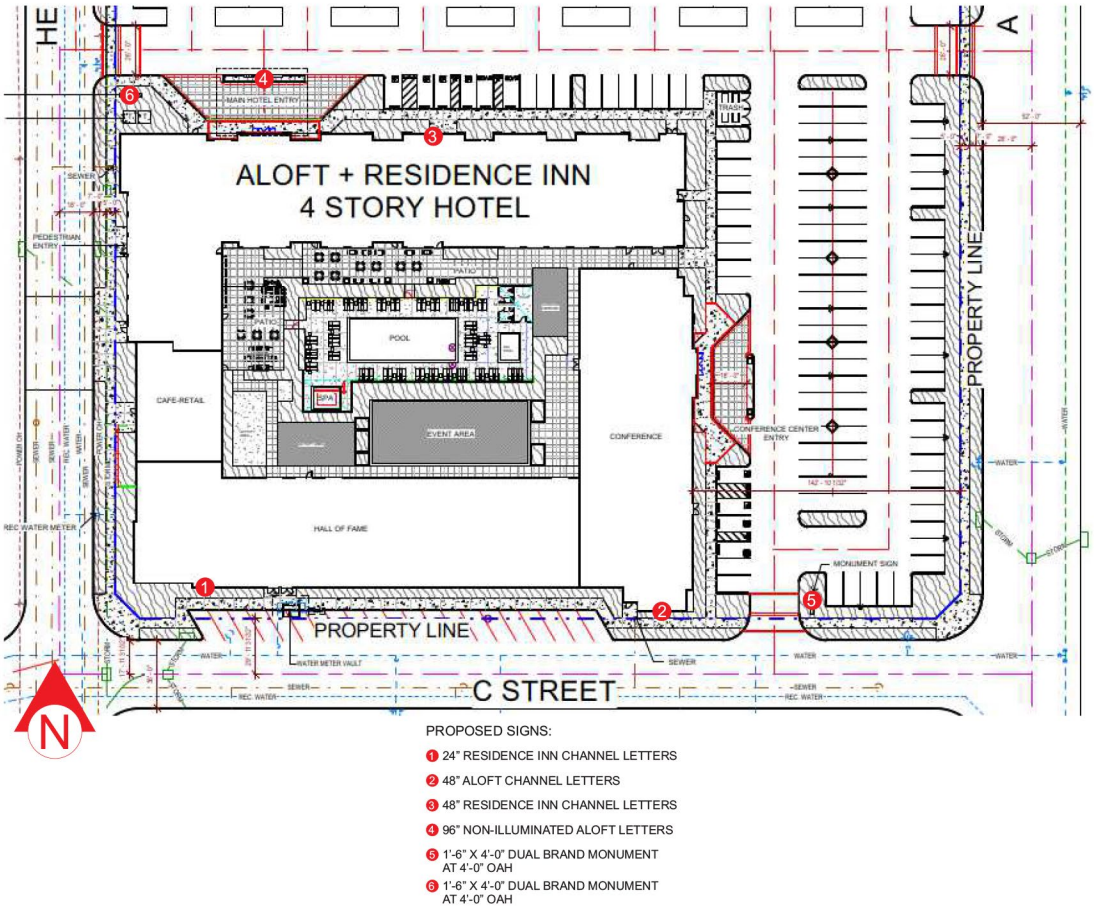


Figure 7: Conceptual Signage Plan

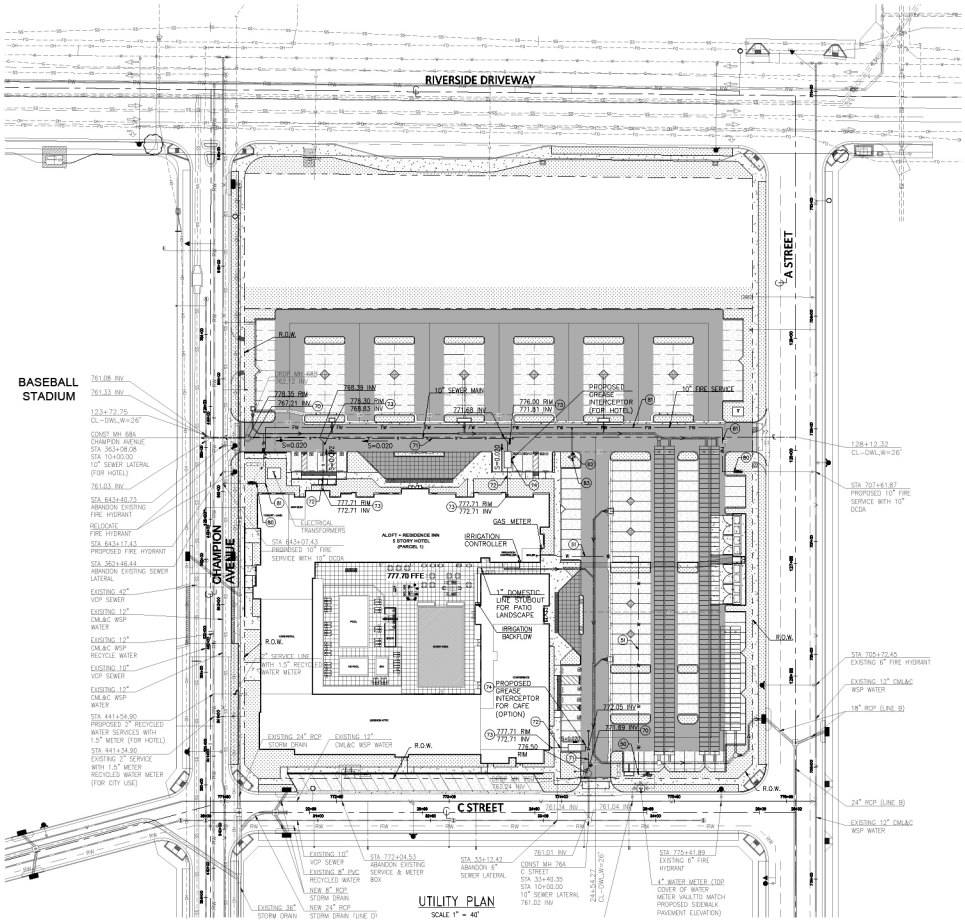


Figure 8: Conceptual Utilities Plan

Note: The Conceptual Utilities System Map is not considered Final Design or for Construction and may change during the Design Phase.

Changes from the Approved Project/Certified EIR

The land use plan under the Approved Project comprises seven planning areas (PA)—Baseball Stadium (PA 1); Commercial Retail (PA 2); Baseball Stadium Retail-Hospitality (PA 3), Baseball Stadium Retail-Hospitality South (PA 4); City Park – Active Fields (PA 5); City Park–Indoor Athletic Facility (PA 6); and Community Recreation Center (PA 7). The ORSC site was located within the Armstrong Ranch Specific Plan and approval of the Approved Project rescinded the Armstrong Ranch Specific Plan and rezone the ORSC site with traditional zoning designations. Under existing conditions, certain components of the Approved Project are constructed, others are under construction, and the remaining are yet to be constructed. Specifically, the Approved Project allowed for 45,000 s.f. of support retail/commercial uses in five individual buildings in PA 2, a 21,000 s.f. retail building and a 100-room hotel in PA 3, and up to 114,000 s.f. of retail/commercial uses in PA 4. Under the Modified Project, there would be no changes to PAs 1, 5, 6, and 7. As shown in Table 1, *Approved vs. Modified Project*, the Modified Project would result in the development of a 226-room hotel and 35,055.44 s.f. of retail uses in PA 2, 10,000 s.f. of retail uses in PA 3, and 36,512.54 s.f. uses in PA 4. The Modified Project would result in a total of 239,839.98 s.f. of commercial uses including 226 hotel rooms, an overall reduction in 10,160.02 s.f. of commercial uses including an increase in 126 hotel rooms compared to the buildout of the Approved Project previously analyzed under the Certified EIR, as shown in Table 1 below.

Table 1 Approved vs. Modified Project

	Approved Project under the Certified EIR	**Modified Project**
PA 2		
Retail	45,000 s.f.	35,055.44 s.f.
Hotel	0	158,272 s.f./ 226 Rooms
PA 3		
Retail	21,000 s.f.	10,000 s.f.
Hotel	70,000 s.f./ 100 rooms	0
PA 4		
Retail	114,000 s.f.	36,512.54 s.f.
Total (PAs 2, 3, 4):		
Total Retail	180,000 s.f.	81,567.98 s.f.
Total Hotel	70,000 s.f./ 100 rooms	158,272 s.f./ 226 rooms
Total Commercial (Retail + Hotel)	**250,000 s.f./ 100 Rooms**	**239,839.98 s.f./ 226 Rooms**
Change	**-10,160.02 s.f./+126 Rooms**	

9. Project Setting: As shown in Figure 2, the Project site is currently vacant and recently graded as part of the development of the Approved Project.

10. CEQA Requirements for an Addendum: If changes to a project or its circumstances occur or new information becomes available after adoption of a negative declaration, the lead agency may: (1) prepare a subsequent EIR if the criteria of State CEQA Guidelines Section 15162(a) are met, (2) prepare a subsequent negative declaration, (3) prepare an addendum, or (4) prepare no further documentation. (State CEQA Guidelines Section 15162(b)). When only minor technical changes or additions to the negative declaration are necessary and none of the conditions described in section 15162 calling for the preparation of a subsequent EIR or negative declaration have occurred, CEQA allows the lead agency to prepare and adopt an addendum. (State CEQA Guidelines Section 15164(b).)

    Under Section 15162, a subsequent EIR or negative declaration is required only when:

    1) Substantial changes are proposed in the project which will require major revisions of the previous 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 negative declaration due to the involvement of any 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 negative declaration was adopted, shows any of the following:

        a) The project will have one or more significant effects not discussed in the previous 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 Modified 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 properly adopt an addendum to the Certified EIR.

11. Analysis: According to the California Environmental Quality Act Guidelines Section 15164, an Addendum to a previously certified EIR may be used if some changes or additions are necessary, but none of the conditions described in Section 15162 requiring the preparation of a subsequent Negative Declaration or EIR have occurred. The CEQA Guidelines require that a brief explanation be provided to support the findings that no subsequent EIR or Negative

Declaration are needed for further discretionary approval. These findings are described below:

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 effects*.

   Substantial changes are not proposed by the Modified Project and Project implementation will not require revisions to the Certified EIR. The Certified EIR analyzed the direct and physical changes in the environment that would be caused by ORSC; focusing on changes to land use associated with the buildout of the proposed land use plan. As shown in Table 1 above, the Modified Project would result in the development of a 226-room hotel and 35,055.44 s.f. of retail uses in PA 2, 10,000 s.f. of retail uses in PA 3, and 36,512.54 s.f. uses in PA 4. Although the Project would result in an increase in hotel uses, the decrease in retail uses would lead to an overall reduction in commercial uses. As shown in Table 1 above, the Modified Project would result in a total of 239,839.98 s.f. of commercial uses (which includes both hotel and retail uses), an overall reduction in 10,160.02 s.f. in commercial uses compared to the Approved Project. Therefore, the Modified Project will result in less development of PAs 2 to 4 than the Certified EIR analyzed at buildout (i.e., 250,000 s.f. vs. 239,839.98 s.f.). Since the anticipated buildout resulting from the Modified Project will be less than that originally analyzed in the Certified EIR, no revisions to Certified EIR are required. In addition, all previously adopted mitigation measures are a condition of project approval and are incorporated herein by reference. This Addendum provides an analysis of the Modified Project and verification that the Modified Project will not cause environmental impacts such that any of the circumstances identified in State CEQA Guidelines Section 15162 are present.

2) *Required Finding: Substantial changes have not occurred with respect to the circumstances under which the project is undertaken, that would require major revisions of the previous Environmental Impact Report due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.*

   Substantial changes have not occurred with respect to the circumstances under which the project was undertaken, that would require major revisions to the Certified EIR. Although the Modified Project would result in the relocation of the proposed hotel from PA 3 to PA 2 and reallocation of retail uses among PAs 2, 3, and 4, the Modified Project would be developed consistent with the commercial land uses of the site as the overall ORSC site was analyzed in the Certified EIR. Therefore, no proposed changes or revisions to the Certified EIR are required. In addition, all previously adopted mitigation measures are a condition of project approval and are incorporated herein by reference. As discussed above, buildout of the Modified Project will result in less development in PAs 2 to 4 than the Certified EIR analyzed at buildout; therefore, the Modified Project would not involve new significant environmental effects or a substantial increase in the severity of previously identified significant effects This Addendum provides an analysis of the Modified Project and verification that the Modified Project will not cause environmental impacts such that any of the circumstances identified in State CEQA Guidelines Section 15162 are present.

3) *Required Finding. No new information has been provided that would indicate that the proposed project would result in one or more significant effects not discussed in the previous EIR.*

No new information has been provided that would indicate the Modified Project would result in any new significant effects not previously discussed in the Certified EIR. The Certified EIR analyzed the Project site for commercial uses. As discussed above, buildout of the Modified Project will result in less development in PAs 2 to 4 than the Certified EIR analyzed at buildout. Therefore, no proposed changes or revisions to the Certified EIR are required. In addition, all previously adopted mitigation measures are a condition of project approval and are incorporated herein by reference. This Addendum provides an analysis of the Modified Project and verification that the Modified Project will not cause environmental impacts such that any of the circumstances identified in State CEQA Guidelines Section 15162 are present.

12. Conclusion: The Certified EIR, as certified by City Council on July 16, 2024, was prepared as a EIR in accordance with CEQA, the State CEQA Guidelines, and the City's Rules for the Implementation of CEQA and in accordance with Section 15121(a) of the State CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3). The Certified EIR considered the direct physical changes and reasonably foreseeable indirect physical changes in the environment that would be caused by the Approved Project. Consequently, the Certified EIR focused on impacts from changes to land use associated with buildout of the Approved Project, and impacts from the resulting employment growth in the City. As described previously, the overall amount of commercial (hotel and retail) development under the Modified Project will be less than the development analyzed in the Certified EIR.

    Accordingly, and based on the findings and information contained in the Certified EIR, the analysis in this document, and CEQA statute and State CEQA Guidelines, including Sections 15164 and 15162, the Modified Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary, nor is there a need for any additional mitigation measures.

13. Surrounding Land Uses:

	Existing Land Use	General Plan Designation	Zoning Designation	Specific Plan Land Use
Site:	Vacant	Hospitality (HOS)	Convention Center Support Commercial (CCS)	N/A
North:	Golf Course	Open Space - Recreation (OS-R)	Open Space - Recreation (OS-R)	N/A
South:	Vacant	HOS	CCS	N/A
East:	Cucamonga Creek	Open Space – Non Recreational (OS-NR)	Countryside Specific Plan	Cucamonga Creek
West:	Ontario Regional Sports Complex	HOS	CCS	N/A

14. Other public agencies whose approval is anticipated include (e.g., permits, financing approval or participation agreement):

    - Santa Ana Regional Water Quality Control Board (Issuance of a National Pollutant Discharge Elimination System Permit; Issuance of a Construction General Permit);
    - State Water Resources Control Board (Stormwater Pollution Prevention Plan);
    - South Coast Air Quality Management District (Issuance of Air Quality permits to construct and operation, if necessary)

15. Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1?
☒Yes ☐ No

If "yes", has consultation begun? ☐ Yes ☐ No ☒ Completed

As part of the Certified EIR, the City of Ontario sent letters to a list of 22 Native American tribes or individuals on September 22, 2023, and a second time on November 17, 2023. Two tribes, the Gabrieleño Band of Mission Indians–Kizh Nation and the Cahuilla Band of Indians, responded to the City's invitation for tribal resources consultation. All other tribes (Gabrielino Tongva Indians of California, Pala Band of Mission Indians, Agua Caliente Band of Cahuilla Indians, Augustine Band of Cahuilla Indians, Yuhaaviatam of San Manuel Nation, and Morongo Band of Mission Indians) who have corresponded with the City regarding the ORSC have deferred consultation to other tribes. The Gabrieleño Band of Mission Indians–Kizh Nation provided information regarding the tribe's cultural connection to the ORSC site and mitigation measures that would reduce impacts to tribal cultural resources in lieu of in-person consultation on November 21, 2023. The Cahuilla Band of Indians consulted with the City on November 27, 2023, and agreed to share relevant cultural reports and include tribal monitors on-site during ground-disturbing activities. With these interactions completed, the tribal consultation came to an end.

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	☐ Agriculture/Forestry Resources	☐ Air Quality
☐ Biological Resources	☐ Cultural Resources	☐ Geology / Soils
☐ Greenhouse Gas Emissions	☐ Hazards & Hazardous Materials	☐ Hydrology/Water Quality
☐ Land Use / Planning	☐ Mineral Resources	☐ Noise
☐ Population / Housing	☐ Public Services	☐ Recreation
☐ Transportation	☐ Utilities / Service Systems	☐ Mandatory Findings of Significance
☐ Tribal Cultural Resources	☐ Wildfire	☐ Energy

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 EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Signature:	Date: November 25, 2025
Printed Name: Thomas Grahn	For: City of Ontario

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*	*Less Than Significant Impact*	*Impacts Previously Analyzed in Certified EIR*
1. AESTHETICS. Except as provided in Public Resources Code section 21099, 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 Dept. 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?	☐	☐	☐	☒

Issues	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	Impacts Previously Analyzed in Certified EIR
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))?	☐	☐	☐	☒
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 district 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	☐	☐	☐	☒

Issues	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	Impacts Previously Analyzed in Certified EIR
corridors, or impede the use of native wildlife nursery sites?				
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 pursuant to § 15064.5?	☐	☐	☐	☒
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 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	Less Than Significant Impact	Impacts Previously Analyzed in Certified EIR
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code, creating substantial direct or indirect risks to life or property?	☐	☐	☐	☒
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?	☐	☐	☐	☒
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 65962.5 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?	☐	☐	☐	☒
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	☐	☐	☐	☒

Issues	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	Impacts Previously Analyzed in Certified EIR
degrade surface or ground water 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	☐	☐	☐	☒
d) Impede or redirect flood flows?	☐	☐	☐	☒
e) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	☐	☐	☐	☒
f) 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?	☐	☐	☐	☒
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?	☐	☐	☐	☒

Issues	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	Impacts Previously Analyzed in Certified EIR
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?	☐	☐	☐	☒
16. RECREATION.				
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☐	☒
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which have an adverse physical effect on the environment?	☐	☐	☐	☒
17. TRANSPORTATION. 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)?	☐	☐	☐	☒

Issues	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	Impacts Previously Analyzed in Certified EIR
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), 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.	☐	☐	☐	☒
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,				

Issues	*Potentially Significant Impact*	*Less Than Significant with Mitigation*	*Less Than Significant Impact*	*Impacts Previously Analyzed in Certified EIR*
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?	☐	☐	☐	☒
21. MANDATORY FINDINGS OF SIGNIFICANCE. (State CEQA Guidelines section 15065(a).)				
a) Does the project have the potential to substantially 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?	☐	☐	☐	☒

Note: Authority cited: Public Resources Code sections 21083, 21083.05, 21083.09.

Reference: Gov. Code section 65088.4; Public Resources Code sections 21073, 21074, 21080(c), 21080.1, 21080.3, 21080.3.1, 21080.3.2, 21082.3, 21083, 21083.3, 21083.5, 21084.2, 21084.3, 21093, 21094, 21095 and 21151; *Sundstrom v. County of Mendocino* (1988) 202 Cal.App.3d 296; *Leonoff v. Monterey County Board of Supervisors* (1990) 222 Cal.App.3d 1337; *Eureka Citizens for Responsible Govt. v. City of Eureka* (2007) 147 Cal.App.4th 357; *Protect the Historic Amador Waterways v. Amador Water Agency* (2004) 116 Cal.App.4th 1099, 1109; *San Franciscans Upholding the Downtown Plan v. City and County of San Francisco* (2002) 102 Cal.App.4th 656.

EXPLANATION OF ISSUES

1. AESTHETICS. Would the project:

a. Have a substantial adverse effect on a scenic vista?

Summary of Certified EIR Finding: The Certified EIR concluded that The Ontario Plan 2050 (TOP 2050) recognized the San Gabriel Mountains as a scenic resource and while the San Gabriel and Santa Ana Mountains were visible to the north and south of the ORSC site, there are no protected public views within the vicinity of the ORSC site. Additionally, the City's major scenic corridors, Euclid Avenue and Mission Boulevard, were approximately two miles away from the ORSC site. Moreover, the ORSC would comply with TOP 2050 Policy CD-1.5 which requires that all major north-south streets be designed to feature views of the San Gabriel Mountains and to avoid visual clutter, including billboards. Therefore, impacts to scenic vistas would be less than significant.

Discussion of Effects: As discussed above, the Policy Plan (Policy CD-1.5) requires all major north-south streets be designed and developed to feature views of the San Gabriel Mountains. The Project site is located along South Champions/Hellman Avenue and A Street and are not identified as a major street in the Roadway Classification (Figure M-01) of the Mobility Element within the Policy Plan (City of Ontario, 2022a). Additionally, the Project site is surrounded by urban uses and the Certified EIR assumed buildout of the Project site for commercial uses. The Certified EIR assumes retail uses and multi-story hotel with surface parking on PAs 2 through 4. The type and character of development that would occur on the Project site is similar to what was anticipated by the Certified EIR. Therefore, the Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

b. Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings and historic buildings within a state scenic highway?

Summary of Certified EIR Finding: The Certified EIR concluded that there are no State Scenic highways through or in the vicinity of the City and the ORSC site. The closest eligible State scenic highway was State Route 142 (SR-142), located seven miles southwest of the ORSC site, and the closest officially designated scenic highway was SR-91 in Anaheim, approximately 21 miles southwest of the ORSC site. Therefore, no impacts to scenic highways would occur.

Discussion of Effects: As discussed above, the nearest eligible State scenic highway is SR-142, approximately 7.9 miles to the southwest of the Project site (Caltrans, 2025). In addition, there are no historically significant buildings or any scenic resources identified on or in the vicinity of the Project site. Construction activities would be temporary in nature and would not obstruct scenic resources within a state scenic highway. Therefore, the Modified Project would not substantially damage scenic resources, including, but not limited to, trees, rock outcroppings and historic buildings within a state scenic highway. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

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?)

Summary of Certified EIR Finding: The Certified EIR concluded that the City qualified as an urban area and the Approved Project would transform the visual appearance of the ORSC site into a more urbanized setting when compared to existing conditions. However, the ORSC would be consistent with the City's vision in TOP 2050 and would be subject to TOP 2050 policies governing design quality for development. The ORSC would also require amending the zoning of the ORSC site from the Armstrong Specific Plan to Convention Center Support Retail and Open Space-Recreation. The design and development of the uses on the ORSC site would comply with the applicable provisions for these zoning designations in Section 5.03, Supplemental Land Use Regulations, of the Ontario Development Code. Therefore, the Approved Project would not have a significant impact with respect to being inconsistent with policies or regulations governing scenic quality and impacts would be less than significant.

Discussion of Effects: Project-related changes to local visual character would be less than significant during near-term construction activities because construction activity is currently occurring at the ORSC site, is common in the City, would be temporary in nature, and would not substantially degrade the visual character of the area. The Project site is zoned Convention Center Support Commercial (CCS) and the Modified Project would be required to comply with the development standards established in the City's Development Code. As part of the development review process, City staff conducted a thorough review of the Modified Project's design and determined that the Modified Project would be consistent with the CCS development standards and design guidelines from the City's Development Code. Accordingly, there are no components of the Modified Project that would degrade the existing visual character or quality of the site and surroundings beyond what was evaluated and disclosed in the Certified EIR. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

d. Create a new source of substantial light or glare that would adversely affect day or nighttime views in the area?

Summary of Certified EIR Finding: The Certified EIR concluded that existing sources of light and glare on the ORSC site are minimal and the Approved Project would introduce many new sources of nighttime lighting to the ORSC site. According to the lighting plans for the proposed sports fields, no spill light would impact nearby sensitive receptors and the Approved Project would not create a substantial source of new lighting that would affect nighttime views for sensitive receptors. Additionally, buildings would be required to comply with the California Building Standards Code including the standards for lighting and glare set forth in the California Energy Code (CEC) Title 24, Part 6 and CALGreen Title 24, Part 11. Compliance with these standards would ensure that the Approved Project would not create a new source of substantial glare. Therefore, impacts to light and glare would be less than significant.

Discussion of Effects: Under existing conditions, the Project site is primarily surrounded by recreational, residential, and vacant land uses. Street lights are located along East Riverside Drive, and South Champions/Hellman Avenue. New lighting will be introduced to the site with the redevelopment of the Modified Project. Pursuant to the requirements of the City's Development Code, Project on-site lighting will be shielded, diffused or indirect, to avoid glare to pedestrians or motorists. In addition, lighting fixtures will be selected and located to confine the area of

illumination to within the Project site and minimize light spillage. Furthermore, consistent with the findings of the Certified EIR, site buildings would be required to comply with the California Building Standards Code including the standards for lighting and glare set forth in the CEC Title 24, Part 6 and CALGreen Title 24, Part 11. Therefore, implementation of the Modified Project would not result in a significant source of light or glare that would adversely affect daytime or nighttime views. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

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 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?

Summary of Certified EIR Finding: The Certified EIR concluded that the ORSC site contained 53 acres of Prime Farmland, all of which would be converted to non-agricultural use. While conversion of agricultural lands and loss of farmland resulting from the Approved Project were already considered and addressed in the 2010 TOP EIR and Armstrong Ranch Specific Plan EIR, the Approved Project would result in the direct loss of 53 acres of Prime Farmland. None of the mitigation measures considered by the City would feasibly be able to reduce the significant project and cumulative impacts to levels of less than significant. Therefore, impacts would be significant and unavoidable.

Discussion of Effects: Majority of the Project site is identified as Unique Farmland while the remaining is designated as Other Land on the map prepared by the California Resources Agency, pursuant to the Farmland Mapping and Monitoring Program (DOC, 2020). However, the Project site is presently vacant and does not contain any agricultural uses. Although the Modified Project would convert Unique Farmland to non-agricultural use, this change had been considered in the previous environmental documents (Certified EIR, 2010 TOP EIR, Armstrong Ranch Specific Plan EIR), which included the ORSC site. Therefore, the Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

b. Conflict with existing zoning for agricultural use, or a Williamson Act contract?

Summary of Certified EIR Finding: The Certified EIR concluded that the ORSC site did not contain any active Williamson Act contracts; therefore, development of the ORSC site would not conflict with a Williamson Act contact. Additionally, the ORSC site was not zoned for agricultural

use and was not in the AG Overlay District. The sewer alignment in the Offsite Improvement Area would not conflict with existing zoning because improvements within the Offsite Improvement Area would be below-ground. The ORSC's redesignation of the site to Open Space-Parkland (OS-R) and Hospitality designations would not conflict with agricultural zoning, and the Approved Project would result in no impact.

Discussion of Effects: The Project site is not zoned for agricultural use. The Project site is zoned Convention Center Support Commercial (CCS) would not result in a loss of land zoned for agriculture. Furthermore, as concluded in the Certified EIR, there is no Williamson Act contract in effect on the ORSC site, including the Project site. Therefore, no impacts to agricultural uses are anticipated, nor will there be any conflict with existing or Williamson Act contracts. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

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)?

Summary of Certified EIR Finding: The Certified EIR concluded that there was no forest land in the ORSC site. Existing land uses on the ORSC site consisted primarily of agricultural land (ranching and farming), a limited number of residences, and miscellaneous commercial uses such as a nursery. The Approved Project would not conflict with zoning for forest land. Therefore, no impacts to forest land would occur.

Discussion of Effects: The Project site is not zoned for forest land or timberland. As concluded in the Certified EIR, there is no parcel of land in the Project area for forest land, timberland, or timberland zoned Timberland Production. Therefore, implementation of the Modified Project would not conflict with, or cause the rezoning of, forest land or timberland. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

d. Result in the loss of forest land or conversion of forest land to non-forest use?

Summary of Certified EIR Finding: The Certified EIR concluded that there was no forest land in the ORSC site. Existing land uses on the ORSC site consist primarily of agricultural land (ranching and farming), a limited number of residences, and miscellaneous commercial uses such as a nursery. The Approved Project would not result in the loss of forest land. Therefore, no impacts to forest land would occur.

Discussion of Effects: There is currently no land in the Project area that qualifies as forest land as defined in Public Resources Code section 12220(g). Additionally, the Project site is presently vacant and does not contain forest land. Consequently, the Modified Project would not result in the loss or conversion of forest land. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

e. Involve other changes in the existing environment, which, due to their location or nature, could individually or cumulatively result in loss of Farmland to non-agricultural use or conversion of forest land to non-forest use?

Summary of Certified EIR Finding: The Certified EIR concluded that the Approved Project would not result in in the conversion of forest land to non-forest use. However, the Approved Project would result in the conversion of Farmland to non-agricultural use and there were no feasible mitigation measures to reduce the significant impact. Therefore, impacts would be significant and unavoidable.

Discussion of Effects: As discussed above, the Project site includes Unique Farmland; however, conversion to non-agriculture uses were already analyzed and anticipated in previous environmental documents. Additionally, the Project site does not include forest land. Therefore, the Modified Project would not result in the conversion of forest land to non-forest use. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

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.

The analysis in this section is based on *the Air Quality and Greenhouse Gas Emissions Technical Memorandum for Hotel Ontario Aloft + Residence Inn Project* prepared by PlaceWorks, Inc. (PlaceWorks) dated November 17, 2025. This report is provided in its entirety as Appendix A of this Addendum. Since preparation of the technical studies, the site plan has been refined and the Modified Project now proposes a 158,272 s.f. hotel building with 226 rooms or a decrease of 11,728 s.f. compared to the building size (170,000 s.f. with 249 rooms) evaluated in the technical studies. Overall, buildout of the Modified Project proposes a total of 239,839.98 s.f. of commercial uses within PAs 2 through 4 compared to 242,144 s.f. evaluated in the technical studies. This nominal change in the square footage would not substantively change the findings and conclusions of the technical studies and therefore no changes to these studies are warranted. Because the technical studies analyzed 2,304.02 s.f. more than the Modified Project under consideration here, the analysis presented below represents a conservative analysis.

South Coast AQMD Regional and Local Significance Thresholds

The City of Ontario utilizes the South Coast AQMD CEQA Air Quality Handbook and thresholds of significance to determine the potential significance of Project emissions. A Project may have a significant impact if Project emissions would exceed these air pollution thresholds. Table 3-1, *South Coast AQMD Regional Threshold of Significance*, below identifies South Coast AQMD's regional construction and operational emissions within its jurisdiction.

Table 3-1 South Coast AQMD Regional Threshold of Significance

Pollutant	Construction Regional Thresholds	Operational Regional Thresholds
NO_X	100 lbs/day	55 lbs/day
VOC	75 lbs/day	55 lbs/day
PM_{10}	150 lbs/day	150 lbs/day
$PM_{2.5}$	55 lbs/day	55 lbs/day
SO_X	150 lbs/day	150 lbs/day
CO	550 lbs/day	550 lbs/day

Notes: lbs/day – Pounds Per Day, NO_X – Nitrogen Oxides, VOC – Volatile Organic Compounds, PM_{10} – Particulate Matter 10 microns in diameter or less, $PM_{2.5}$ – Particulate Matter 2.5 microns in diameter or less, SO_X – Sulfur Oxides, CO – Carbon Monoxide.
Source: (PlaceWorks, 2025a, Table 2)

The South Coast AQMD also established localized significance thresholds (LSTs) that a project can emit without contributing to an existing or new air quality standard exceedance. LSTs are defined separately for construction and operational activities and are dependent on location, project size, and distance to sensitive receptors. Table 3-2, *South Coast AQMD Localized Threshold of Significance*, below identifies South Coast AQMD's localized construction and operational emissions within its jurisdiction.

Table 3-2 South Coast AQMD Localized Threshold of Significance

Acreage Disturbed	NO_X	CO	PM_{10}	$PM_{2.5}$
5 Acres Disturbed per Day (Construction)	270 lbs/day	2,193 lbs/day	16 lbs/day	9 lbs/day
5 Acres Disturbed per Day (Operation)	270 lbs/day	2,193 lbs/day	4 lbs/day	2 lbs/day

Notes: Screening-level LSTs for NO_X, CO, PM_{10}, and $PM_{2.5}$ are based on SRA 33 at the minimum reference distance of 82 feet (25 meters).
Source: (PlaceWorks, 2025a, Table 4)

a. Conflict with or obstruct implementation of the applicable air quality plan?

Summary of Certified EIR Finding: The Certified EIR concluded that the Approved Project would generate emissions that exceed the South Coast AQMD operational regional significance thresholds; and thus, would contribute to existing or projected ambient air quality standards (AAQS) violations. Therefore, the Approved Project would be considered potentially inconsistent with the Air Quality Management Plan (AQMP). No mitigation measures are applicable for inconsistency with the South Coast AQMD AQMP. Mitigation Measures AQ-1 and AQ-2 would reduce emissions to the extent feasible; however, operational emissions would continue to exceed the South Coast AQMD significance thresholds due to vehicle emissions associated with operation of the Approved Project. Because the fuel efficiency and fuel type of vehicles used by future employees and visitors were not under the control of the ORSC, no feasible mitigation was identified to further reduce mobile-source emissions. Therefore, impacts would remain significant and unavoidable.

Discussion of Effects: The Modified Project would result in a net decrease of building space across PAs 2 through 4. Though the amount of hotel space in PA 2 would increase by approximately 170,000 square feet; like all other uses under the Approved Project, the proposed hotel development would serve the existing demands for this use in the City and region. Since the Modified Project would result in an overall decrease in 10,160.02 s.f. of building space when compared to the Approved Project, the Modified Project is not anticipated to result in a significant

increase in jobs beyond what was analyzed in the Certified EIR. Therefore, the Modified Project would not substantially affect housing, employment, or population projections within the region.

Additionally, as demonstrated in Response 3.b, the Modified Project's decrease in building space would result in less maximum daily air pollutant emissions compared to what was analyzed in the Certified EIR during construction and air pollutant emissions generated from operation-related activities would not exceed the South Coast AQMD regional significance threshold values, nor would the Modified Project substantially exceed those of the Approved Project. The Modified Project would not result in a new impact or substantial increase in operation-phase emissions compared to what was previously analyzed in the Certified EIR. Therefore, though the Modified Project would continue to have significant and unavoidable impacts with respect to consistency with the 2022 AQMP, the Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required. However, Mitigation Measures AQ-1 through AQ-2, presented below, would reduce construction and operational emissions to the extent feasible.

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?

Summary of Certified EIR Finding: The Certified EIR concluded that construction of the Approved Project would exceed the South Coast AQMD regional significance thresholds. Mitigation Measure AQ-1 would require all construction contractors to use Tier 4 Final equipment for the entire off-road construction fleet and "Super-Compliant" architectural coatings that contain no greater than 10 grams of volatile organic compounds (VOC) content per liter (g/L) of product. Within the implementation of Mitigation Measure AQ-1 VOC and NOx emissions would be reduced during construction to below South Coast AQMD significance thresholds. As such, short-term air quality impacts from construction activities related to the Approved Project would not exceed threshold after mitigation, and impacts would be less than significant with mitigation.

Long-term operation of the Approved Project would exceed the South Coast AQMD regional significance thresholds. Mitigation Measure TRAF-1 would be required to reduce VMT and include transportation demand management measures such as pedestrian and active transportation improvements. Nonetheless, the vehicle fuel source, vehicle fuel efficiency, and travel mode for visitors are largely outside of the control of the ORSC. As such, no additional mitigation would be feasible to reduce vehicle-related emissions. To address VOC and carbon monoxide (CO) emissions from area sources, Mitigation Measure AQ-2 would be required to ensure that all landscaping and property maintenance tools and equipment are electric powered and do not use fossil fuels. Additionally, Mitigation Measures GHG-1 through GHG-4 would reduce building energy use and would expand the use of electric vehicle charging on-site. Mitigation Measures would reduce operational emissions to the extent feasible. However, long-term emissions would continue to exceed the South Coast AQMD's regional significance thresholds. Therefore, impacts would remain significant and unavoidable.

Discussion of Effects: The following describes project-related impacts from short-term construction activities and long-term operation of the Modified Project compared to the Approved Project.

Construction Impacts

Typical construction activities would result in the generation of air pollutants. These emissions would primarily be (1) exhaust from off-road diesel-powered construction equipment; (2) dust generated by construction activities; (3) exhaust from on-road vehicles; and (4) off-gassing of VOCs from paints and asphalt. Similar to the Approved Project, construction activities under the Modified Project would also produce combustion emissions from various sources, such as on-site heavy-duty construction vehicles, vehicles hauling materials to and from the site, and motor vehicles transporting the construction crew.

The Modified Project would result in an overall decrease in building square footage across PAs 2 through 4. While the total acreage of disturbance within the PAs would remain similar between the Approved Project and Modified Project, emissions sources commensurate to the level of building space constructed would decrease. For example, total pieces of construction equipment and the number of workers traveling to the site may decrease as a result of the reduction in building space, as would the amount of architectural coatings used for the buildings. Additionally, the Modified Project would, like the Approved Project, comply with Mitigation Measure AQ-1, which would ensure that construction activities associated with the Modified Project utilize construction equipment that meets Tier 4 Final emissions standards and architectural coatings with a VOC content of less than 10 grams per liter. Overall, the Modified Project's decrease in building space would result in less maximum daily air pollutant emissions compared to what was analyzed in the Certified EIR.

Operational Impacts

Long-term air pollutant emissions associated with development of the uses under the Modified Project typically include area sources (e.g., landscape fuel use, aerosols, architectural coatings, and asphalt pavement), energy use (natural gas), and mobile sources (i.e., on-road vehicles). When compared to the Approved Project, the Modified Project would result in less overall building square footage. The primary source of operational emissions under the Modified Project are mobile emissions associated with vehicle trips under the Modified Project.

As shown in Table 3-3, *Maximum Daily Regional Operational Phase Emissions*, air pollutant emissions generated from operation-related activities would not exceed the South Coast AQMD regional significance threshold values, nor would the Modified Project substantially exceed those of the Approved Project. Like the Approved Project, the Modified Project would be required to implement Mitigation Measure AQ-2, requiring all landscaping equipment to be all electric. As shown in Table 3-3, the majority of emissions under the Modified Project are mobile source emissions. The Modified Project would comply with Mitigation Measure TRAF-1 to reduce VMT associated with the Modified Project to the extent possible. Like the Approved Project, no additional mitigation measures are available to reduce impacts associated with VMT. In addition, emissions from building energy use would be minimized because the new buildings would comply with the latest energy standards in addition to Mitigation Measures GHG-1 and GHG-2. While impacts would remain significant and unavoidable, the Modified Project does not identify or require adoption of any further mitigation measures beyond those in the Certified EIR. The Modified Project compared to the Approved Project would not result in any new regional operational emissions impacts or substantially increase the severity of regional operational emissions impacts with respect to cumulatively contributing to the nonattainment designations of the SoCAB.

Therefore, the Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Table 3-3 Maximum Daily Regional Operational Phase Emissions

Source	Emissions (lbs/day)[1]					
	VOC	NO_X	CO	SO_X	PM_{10}	$PM_{2.5}$
Approved Project						
PAs 2 through 4[2]	35	16	255	1	55	14
Total ORSC Emissions[3]	110	46	738	2	156	40
South Coast AQMD Regional Threshold	55	55	550	150	150	55
Significant?	**YES**	**NO**	**YES**	**NO**	**YES**	**NO**
Modified Project[4]						
Mobile	28	15	257	1	56	14
Area	6	<1	<1	<1	<1	<1
Energy	<1	2	1	<1	<1	<1
Total Maximum Daily Emissions	**34**	**17**	**369**	**1**	**56**	**14**
South Coast AQMD Regional Threshold	55	55	550	150	150	55
Exceeds Regional Threshold?	**NO**	**NO**	**NO**	**NO**	**NO**	**NO**
Net Change (Modified Project minus Approved Project, PAs 2 through 4)	-1	1	4	<1	1	<1
New Impact?	**NO**	**NO**	**NO**	**NO**	**NO**	**NO**

[1] Both the Approved and Modified Project modeling incorporate Mitigation Measure AQ-2 requiring all-electric landscaping equipment.
[2] Emissions under the Approved Project are based on the inputs used for the modeling of PAs 2 through 4 of the ORSC in the Certified EIR. Trip generation for the Approved Project is based on the maximum trip generation scenario calculated by the City of Ontario in 2025 (see Attachment B of Technical Appendix A, *Approved and Proposed Project Trip Generation*).
[3] Operational emissions for all PAs under the ORSC, under the "Worst-Case Saturday" scenario as shown in Table 5.3-18 of the Certified EIR.
[4] Modified Project emissions for PA 2 incorporate the project-specific land use information for the proposed Aloft & Residence Inn. Land use inputs for PAs 3 and 4 are based on building square footages noted for the Modified Project in PAs 3 and 4 in Table 1 and the landscaping and parking square footages assumed for the ORSC in PAs 3 and 4. Mobile emissions are based on the maximum trip generation scenario calculated by the City of Ontario in 2025 (see Attachment B of Technical Appendix A). CalEEMod defaults were used for all other emissions sources unless otherwise noted in Attachment A of Technical Appendix A.
Source: (PlaceWorks, 2025a, Table 6)

Mitigation: No additional mitigation required. The following mitigation measures from the Certified EIR are applicable to the Modified Project:

AQ-1 The City of Ontario shall require the construction contractor to incorporate the following to reduce air pollutant emissions during construction activities:

- Use construction equipment rated by the United States Environmental Protection Agency as having Tier 4 (model year 2015 or newer) Final or stricter emission limits for all off-road construction equipment. If Tier 4 Final equipment is not commercially available for a specific piece of

equipment, the applicant shall provide documentation (e.g., rental inventory requests), to the City's satisfaction, or otherwise demonstrate its unavailability to the City of Ontario prior to the issuance of any construction permits and replacement equipment used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 3 diesel emissions control strategy for a similarly sized engine as defined by the California Air Resources Board regulations.

- If Tier 4 Final equipment is not available, the construction contractor(s) and subcontractor(s) affected shall use Tier 4 Interim equipment.

- If Tier 4 Interim equipment is not available, the construction contractor(s) and subcontractor(s) affected shall use then Tier 3 equipment outfitted with a level 3 diesel particulate filter.

- For purposes of this mitigation measure, "commercially available" shall mean the availability of Tier 4 engines similar to the availability for other large-scale construction projects in the City occurring at the same time and taking into consideration factors such as (i) potential significant delays to critical-path timing of construction and (ii) geographic proximity to the project site of Tier 4 equipment.

- During construction, the construction contractor shall maintain a list of all operating equipment in use on the construction site for verification by the City of Ontario. The construction equipment list shall state the makes, models, Equipment Identification Numbers, Engine Family Numbers, and number of construction equipment onsite.

- Use paints with a VOC content that meets the South Coast Air Quality Management District Super Compliant architectural coatings standard of 10 grams per liter (g/L) or less (i.e.,) for coating architectural surfaces.

- Comply with South Coast Air Quality Management District Rule 403, including the following measures:

  - Provide National Institute for Occupational Safety and Health (NIOSH)-approved respirators for workers with a prior history of Valley Fever.

  - Half-face respirators equipped with a minimum N-95 protection factor for use during worker collocation with surface disturbance activities. Half-face respirators equipped with N-100 or P-100 filters should be used during digging activities. Employees should wear respirators when working near earth-moving machinery.

  - Post warnings onsite and consider limiting access to visitors, especially those without adequate training and respiratory protection.

These identified measures shall be incorporated into all appropriate construction documents (e.g., construction management plans) submitted to and verified by the City.

AQ-2 All landscaping equipment (e.g., leaf blower) used for property management shall be electric powered only. The property manager/facility owner shall provide documentation (e.g., purchase, rental, and/or services agreement) to the City of Ontario Planning Department to verify to the City's satisfaction that all landscaping equipment utilized will be electric powered.

GHG-1 The City of Ontario shall require proposed buildings within the ORSC site to be all electric, with electricity to be the only permanent source of energy for all nonemergency building energy needs, including but not limited to water heating; mechanical equipment; and heating, ventilation, and air conditioning (HVAC) (i.e., space-heating and space cooling). All major appliances (e.g., dishwashers, refrigerators, and water heaters) provided/installed shall be electric-powered EnergyStar certified or an equivalent energy efficiency where applicable. The only exception to this measure shall be limited to commercial cooking uses. Prior to issuance of building permits for development projects, applicants shall provide plans that show the aforementioned requirements to the City of Ontario Planning Department. Prior to issuance of the certificate of occupancy, the City of Ontario Building Department shall verify installation of the electric-powered EnergyStar or equivalent appliances.

GHG-2 The City of Ontario shall require proposed buildings and parking areas within the ORSC site to include on-site renewable energy generation systems. Proposed buildings shall include photovoltaic (PV) and battery energy storage systems compliant with the Prescriptive Requirements of the California Building Standards Code, Part 6, California Energy Code. Proposed buildings may substitute alternative renewable energy generation technology (e.g., wind) for PV systems; however, that alternative generation technology system shall be sized to provide annual electricity equal to what would be provided by a PV system for that building compliant with the Prescriptive Requirements of the California Building Standards Code, Part 6, California Energy Code. Proposed parking areas shall include a PV system or alternative renewable energy generation system (e.g., wind) to help offset electricity demand generated by electric vehicle charging. Prior to issuance of building permits for development projects, applicants shall provide plans that show the aforementioned requirements to the City of Ontario Planning Department. Prior to issuance of the certificate of occupancy, the City of Ontario Building Department shall verify installation of the PV and battery energy storage systems or alternative renewable energy generation systems.

TRAF-1a **Commercial/Hospitality TDM Measures.** Applicants for commercial and hotel development in Planning Areas 2, 3, and 4 shall prepare Transportation Demand Management (TDM) measures analyzed under a VMT-reduction methodology consistent with the California Air Pollution Control Officers Association's (CAPCOA) Final Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity (2021) and approved by the City of Ontario. Measures shall include but are not limited to:

- Implement a voluntary commute trip reduction program for employees.

- Implement an employee parking cash-out program for employees.
- Collaborate with the City to support transit service expansion.
- Comply with requirements detailed in the Parking Management Plan, including providing parking validation for retail and hospitality visitors.

c. Expose sensitive receptors to substantial pollutant concentrations?

Summary of Certified EIR Finding: The Certified EIR concluded that construction of the Approved Project could expose sensitive receptors to substantial pollutant concentrations of toxic air contaminants (TACs) from use of large, offroad construction equipment. Mitigation Measure AQ-1 would require the use of newer, lower emitting, Tier 4 Final equipment or better for all off-road construction equipment. With the implementation of Mitigation Measure AQ-1, cancer risks for the residential and daycare maximally exposed receptors (MERs) would be reduced to below the South Coast AQMD significance threshold of 10 cancer cases per one million people. Therefore, the Approved Project would not expose sensitive receptors to substantial TAC concentrations during construction, and impacts for construction health risk would be less than significant with mitigation.

The Approved Project is not the type of land use that has the potential to generate substantial on-site criteria air pollutant emissions during operation and on-site project-related operational emissions would not exceed the operational screening-level localized significance thresholds (LSTs). Thus, impacts would be less than significant. Moreover, the combined 22,712 daily trips associated with the Approved Project would not exceed Bay Area Air Quality Management District's (BAAQMD's) recommended screening criteria of greater than 44,000 vehicles per hour or 24,000 vehicles per hour; therefore, impacts related to CO hotspots would be less than significant.

Discussion of Effects:

Construction Impacts

LSTs are based on the California Ambient Air Quality Standards (AAQS), which are the most stringent AAQS to provide a margin of safety in the protection of public health and welfare. They are designated to protect sensitive receptors most susceptible to further respiratory distress, such as asthmatics, the elderly, very young children, people already weakened by other disease or illness, and people engaged in strenuous work or exercise. Screening-level LSTs are the amount of project-related emissions at which localized concentrations (ppm or µg/m3) could exceed the AAQS for criteria air pollutants for which the South Coast Air Basin (SoCAB) is designated nonattainment. They are based on the size of the area disturbed, distance to the nearest sensitive receptor, and Source Receptor Area (SRA).

Due to the decrease in building square footage, the Modified Project would result in less overall construction activity compared the Approved Project, and maximum daily emissions would be less under the Modified Project. To evaluate localized air quality impacts from construction, the Approved Project utilized the LSTs that accounted for the maximum project size available (a project size of 5 acres) and the most conservative receptor distance (25 meters). Since the Modified Project would also involve activities on a site larger than 5 acres within a 25 meter distance of sensitive receptors, it would be subject to the same LSTs as the Approved Project. Therefore, due to the relative reduction in construction activities under the Modified Project from the overall reduction in proposed building square footage, Project emissions would not exceed the applicable LSTs, and impacts would remain less than significant. Therefore, the Modified Project would not result in any new, increased or substantially different impacts, other

than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Construction Health Risk

As noted, the Modified Project would not increase the scale of construction activity at PAs 2 through 4 but would decrease the total amount of building space constructed. Implementation of Mitigation Measure AQ-1 would continue to be incorporated under the Modified Project, ensuring that health risk impacts from construction activities remain less than significant, and the Modified Project would not increase the health risks for nearby receptors. Therefore, consistent with the findings of the Certified EIR, Project-related construction activities would not expose sensitive receptors to substantial TAC concentrations with implementation of Mitigation Measure AQ-1. Therefore, the Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Operational Impacts

Operation of the Modified Project would not generate substantial quantities of emissions from on-site stationary sources. Land uses that have the potential to generate substantial stationary sources of emissions that would require a permit from South Coast AQMD include industrial land uses, such as chemical processing and warehousing operations where substantial truck idling could occur on-site. Uses under the Modified Project would be limited to commercial, retail, and hospitality, which would not involve the stationary source emissions common for industrial land uses.

As shown in Table 3-4, *Proposed Project Localized On-Site Operational Emissions*, on-site emissions sources from the Modified Project would not exceed the operational LSTs used for the Approved Project, which continue to be applicable to the Modified Project. The Modified Project would also not result in a substantial increase in on-site emissions when compared to the Approved Project. Therefore, on-site emissions generated from operation of the Modified Project would not expose off-site sensitive receptors to substantial pollutant concentrations and TACs. Therefore, the Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Table 3-4 Proposed Project Localized On-Site Operational Emissions

Source	**Emissions (lbs/day)**			
	NO_X	**CO**	**PM_{10}**	**$PM_{2.5}$**
Approved Project				
PAs 2 through 4	0.85	1	<1	<1
Total ORSC Emissions[1]	4	57	<1	<1
Modified Project				
Area Sources	<1	<1	<1	<1
Energy Sources	2	1	<1	<1
Total	2	1	<1	<1
South Coast AQMD Screening-Level LST[2]	**270**	**2,193**	**4**	**2**
Exceeds Screening-Level LST?	**NO**	**NO**	**NO**	**NO**

Source	Emissions (lbs/day)			
	NO_X	CO	PM_{10}	$PM_{2.5}$
Net Change (Proposed Project minus Approved Project, PAs 2 through 4)	1	1	<1	<1
Exceeds Screening-Level LST?	**NO**	**NO**	**NO**	**NO**

Notes: In accordance with South Coast AQMD methodology, only on-site stationary sources and mobile equipment on the ORSC site are included in the analysis. Modeling assumptions in this table for the Approved and Modified Projects reflect those described in Table 6 of Appendix A.
[1] On-site operational emissions for all PAs under the ORSC, as shown in Table 5.3-16 of the Certified EIR.
[2] Operational LSTs are based on a 5-acre site and sensitive receptors within 82 meters (25 feet) in SRA 33, consistent with the Certified EIR.
Source: (PlaceWorks, 2025a, Table 6)

CO Hot Spots

Areas of vehicle congestion have the potential to create pockets of CO called hot spots. These pockets have the potential to exceed the state one-hour standard of 20 parts per million (ppm) or the eight-hour standard of 9.0 ppm. Because CO is produced in greatest quantities from vehicle combustion and does not readily disperse into the atmosphere, adherence to AAQS is typically demonstrated through an analysis of localized CO concentrations, typically produced at intersections where vehicles queue for longer periods and are subject to reduced speeds.

The Certified EIR demonstrated that the Approved Project would not generate CO hot spots, and nearby sensitive receptors would not be affected by project-related local air quality impacts. The SoCAB has been designated as attainment under both the national and California AAQS for CO. Under existing and future vehicle emission rates, a project would have to increase traffic volumes at a single intersection to more than 44,000 vehicles per hour—or 24,000 vehicles per hour where vertical and/or horizontal mixing is substantially limited—to generate a significant CO impact (Bay Area Air District 2023). The South Coast AQMD does not currently have adopted CO hotspot screening guidance, so guidance from the Bay Area Air District was utilized to determine whether the Modified Project could result in potentially significant impacts related to CO hotspot generation.

The Certified EIR noted that the Approved Project could generate up to 2,734 peak hour trips (midday peak hour) on a Saturday with concurrent events and a sold-out stadium event. Using the trip generation rates from the Institute of Transportation Engineers' (ITE) Trip Generation Manual (11th Edition), the Modified Project would result in the net addition of 278 trips during the midday peak hour under the scenario accounting for use of the baseball stadium on Saturday with no field tournaments, the traffic scenario for which the ORSC as a whole would experience the highest peak hour vehicle trips. Therefore, the total peak hour trips for the ORSC under this scenario with the addition of the Modified Project would be 3,012 trips. The annual average daily vehicle trip volumes surrounding the ORSC site include Chino Avenue (east of Grove Avenue) with 6,420 daily trips and Riverside Drive (east of Vineyard Avenue) with 19,978 daily trips. Assuming that all 3,012 peak hour trips generated by the Approved and Modified Projects would be along Riverside Drive, and assuming that all 19,978 daily trips along Riverside Drive occur during the same peak hour, the combined 22,990 daily trips would not exceed BAAQMD's recommended screening criteria of greater than 44,000 vehicles per hour or 24,000 vehicles per hour where vertical and/or horizontal mixing is substantially limited.

Impacts with respect to localized CO hotspots would continue to less than significant under the Modified Project, and the Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required. Mitigation Measure AQ-1, presented above, would be applicable to the Modified Project.

d. Result in other emissions (such as those leading to odors adversely affecting a substantial number of people)?

Summary of Certified EIR Finding: The Certified EIR concluded that any construction-related odor emissions would be temporary and intermittent. Additionally, noxious odors would be confined to the immediate vicinity of the construction equipment and impacts associated with construction-generated odors would be less than significant. The Approved Project included recreational, retail, and hospitality land uses and would not include the types of land uses that are considered to have objectionable odors. Additionally, the Approved Project would replace the existing dairy farm and agricultural fields, which would involve the removal of an estimated 122,437 cubic yards of animal manure across Planning Areas 1 through 5. The removal of manure on-site would result in the reduction in related odors during Project operation. The Approved Project would also be required to comply with South Coast AQMD Rule 402. Therefore, impacts associated with operational-generated odors would be less than significant.

Discussion of Effects: The threshold for odor is if a project creates an odor nuisance pursuant to South Coast AQMD Rule 402, *Nuisance*, which states:

A person shall not discharge from any source whatsoever such quantities of air contaminants or other material which cause injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public, or which endanger the comfort, repose, health or safety of any such persons or the public, or which cause, or have a natural tendency to cause, injury or damage to business or property. The provisions of this rule shall not apply to odors emanating from agricultural operations necessary for the growing of crops or the raising of fowl or animals.

The type of facilities that are considered to have objectionable odors include wastewater treatments plants, compost facilities, landfills, solid waste transfer stations, fiberglass manufacturing facilities, paint/coating operations (e.g., auto body shops), dairy farms, petroleum refineries, asphalt batch plants, chemical manufacturing, and food manufacturing facilities. The Certified EIR identified that odors generated by the ORSC would not affect a substantial number of people, and impacts would be less than significant.

The Modified Project consists of uses already anticipated under the Approved Project, which include retail, commercial and hospitality uses. As a result, operation of the Modified Project would not fall within the types of land uses with objectionable odors. Emissions from construction equipment, such as diesel exhaust, and from volatile organic compounds associated with architectural coatings and paving activities, may generate odors. However, these odors would be temporary and intermittent and are not expected to affect a substantial number of people. Similar to the Approved Project, land uses accommodated under the Modified Project would be subject to South Coast AQMD Rule 402, which would contribute to minimizing odor-related nuisances. The Modified Project would not introduce or require any new construction processes that would generate substantial odors compared with what was previously considered in the Certified EIR.

Therefore, odors associated with Project construction and operations would be less than significant. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

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?

Summary of Certified EIR Finding: The Certified EIR concluded that out of the 63 identified special-status plant species, there was potential for lucky morning-glory and smooth tarplant to occur within the ORSC site and impacts to special-status plant species would be potentially significant. Additionally, of the 49 special-status wildlife species identified in the literature review, 1 species (burrowing owl) was present, 2 (Crotch bumble bee and Western yellow bat) had a moderate potential to occur, and 10 (pallid bat, western mastiff bat, pocketed free-tailed bat, big-free tailed bat, Delhi sands flower-loving fly, tricolored blackbird, Swainson's hawk, white-tailed kite, coastal whiptail, and Los Angeles pocket mouse) had a low potential to occur in the ORSC site. Moreover, numerous tree and shrub species were present within the site and there were potential impacts to nesting birds. Project lighting would also be required to conform with the standards of the California Building Standards Code which stipulate maximum allowable light levels and light trespass requirements in addition to maximum allowable glare ratings for Project buildings and lighting; therefore, no impacts to sensitive species from lighting would occur.

Mitigation measures BIO-1 through BIO-9 specified the procedures and practices that would reduce potential impacts to all sensitive species that have the possibility of occurring in the ORSC site and Offsite Improvement Area. Most Mitigation Measures would require the implementation of focused biological surveys for each of the identified species or species type (nesting birds and roosting bats) and the preparation of management plans in coordination with California Department of Fish and Wildlife (CDFW). Implementation of these mitigation measures would ensure that the Approved Project identifies protected biological resources and minimizes take of such resources to the extent possible, reducing impacts to less than significant. Therefore, with the implementation of Mitigation Measures BIO-1 through BIO-9, the Approved Project would not have a substantive adverse effect on sensitive plant and wildlife species.

Discussion of Effects: The Project site is currently vacant and recently graded as part of the development of the Approved Project. All previous buildings and structures associated with the past dairy farm have been demolished and there is currently no vegetation or trees onsite. Mitigation Measures BIO-1 through BIO-9 would continue to be applicable. With the implementation of these mitigation measures, impacts to sensitive plant and wildlife species would be less than significant. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required. The following mitigation measures from the Certified EIR are applicable to the Modified Project:

BIO-1 Worker Environmental Awareness Program and Biological Monitor: Prior to the start of construction of the ORSC site or sewer line within the Offsite Improvement Area, a Worker Environmental Awareness Program (WEAP) shall be developed by the City or the City's consultant. A qualified biologist with experience with the sensitive biological resources in the region shall present the WEAP to all personnel working in the ORSC site and Offsite Improvement Area (either temporarily or permanently)

prior to the start of project activities. The WEAP may be videotaped and used to train newly hired workers or those not present for the initial WEAP. The WEAP could include but shall not be limited to discussions of the sensitive biological resources associated with the ORSC, project-specific measures to avoid or eliminate impacts to these resources, consequences for not complying with project permits and agreements, and contact information for the lead biologist. Logs of personnel who have taken the training shall be kept on the site at the construction or project office.

In addition to a WEAP, a qualified biologist (biological monitor) with experience monitoring for and identifying sensitive biological resources known to occur in the area shall be present during initial ground-disturbing activities related to the ORSC and Offsite Improvement Area (including fence installation and vegetation removal activities). As required by project permits, the qualifications of a biological monitor may need to be submitted to appropriate wildlife agencies for approval based on the resources the biologist will be monitoring. Biological monitoring duties shall include, but are not limited to, conducting worker education training, verifying compliance with project permits, and ensuring construction activities stay within designated work areas.

The biological monitor shall have the right to halt all activities in an affected area if a special status species is identified in a work area and is in danger of injury or mortality. If work is halted by the biological monitor, work shall proceed only after the hazards to the individual is removed and there is no longer a risk to the individual, or the individual has been moved from harm's way in accordance with the project's permits and/or management/translocation plans. The biological monitor shall take representative photographs of the daily activities and shall also maintain a daily log that documents general project activities and compliance with the project's permit conditions. Non-compliance shall also be documented in the daily log, including any measures that were implemented to rectify the issue.

BIO-2 Rare Plant Survey: A rare plant survey shall be conducted within suitable habitat during the appropriate blooming period for the lucky morning-glory (March through September) and smooth tarplant (April through September). The survey shall be conducted by a botanist or qualified biologist in accordance with the USFWS Guidelines for Conducting and Reporting Botanical Inventories for Federally Listed, Proposed, and Candidate Plants; the CDFW Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Natural Communities; and the CNPS Botanical Survey Guidelines of the CNPS. One survey shall be conducted during a time of the year that overlaps with all blooming periods (April through September).

If these species are observed during the rare plant survey, individual plants or populations shall be marked with GPS for mapping purposes. If any of these special-status plant species are detected in the ORSC site and Offsite Improvement Area and impacts to these species are unavoidable and impacts would result in deleterious effects to the regional population of the species, the City shall consult with CDFW to develop a mitigation plan or additional avoidance and minimization measures to ensure impacts to these plant species are minimized to the maximum extent practicable. Examples of measures that may be implemented after consultation with CDFW include establishing a no-disturbance buffer around

locations of individuals or a population, or additional monitoring requirements during construction of the ORSC and Offsite Improvement Area.

BIO-3 Burrowing Owl Management Plan: A live burrowing owl was documented in the ORSC site and Offsite Improvement Area during a biological survey conducted in September 2023, at which time the individual could have been migrating, arriving for the winter, or late in leaving its summer breeding grounds. Additionally, suitable burrowing owl habitat is present throughout the ORSC site and Offsite Improvement Area. In order to offset potential project related impacts to burrowing owl and its habitat a Burrowing Owl Management Plan (BOMP) shall be developed by a qualified Project biologist who has at least three (3) years of experience working with and/or managing burrowing owls on project sites. The BOMP shall outline project-specific protection measures that are in accordance with CDFW's Staff Report on Burrowing Owl Mitigation (Staff Report; CDFG 2012). The BOMP shall also identify protection measures to be implemented should the species be found on the ORSC site or Offsite Improvement Areas at any time of the year (i.e., migration periods, breeding/summer, and wintering). The BOMP shall outline specific pre-construction survey methods and timing in accordance with the Staff Report and shall include instruction on survey requirements should there be a lapse in construction or project activities. The BOMP shall include project activities before which pre-construction survey requirements shall be required (such as grading, vegetation removal, and fence installation). Mitigation methods outlined in the BOMP shall include, but not be limited to, establishment of no-disturbance buffers around potential or occupied burrowing owl burrows, additional biological monitoring requirements during project activities, and passive relocation during the burrowing owl non-breeding season (September 1 through January 31, annually). Regular reporting timeframes and requirements for communication with CDFW shall also be clearly outlined in the BOMP. The BOMP shall be submitted to CDFW for review and subject to CDFW approval prior to the start of Project ground-disturbing activities.

Additionally, the City of Ontario shall continue to carry out the requirements of its Memorandum of Agreement (MOA) with IERCD (dated November 21, 2023) to mitigate the loss of suitable burrowing owl habitat resulting from the Project. The MOA outlines the collection of Habitat Mitigation Fees by the City of Ontario that will be managed by a Land Trust for the acquisition, restoration, rehabilitation, and maintenance of lands selected by the Land Trust to have long-term conservation value for burrowing owl.

BIO-4 Preconstruction Surveys for Crotch Bumble Bee: If the Crotch bumble bee is no longer a Candidate or formally listed species under the California ESA at the time ground-disturbing activities occur, then no additional protection measures are proposed for the species.

If the Crotch bumble bee is legally protected under the California ESA as a Candidate or Listed species at the time ground-disturbing activities are scheduled to begin, preconstruction surveys shall be conducted in accordance with CDFW's Survey Considerations for California ESA Candidate Bumble Bee the season immediately prior to project-related ground disturbing activities (including but not limited to vegetation clearing, fence installation, and grading). A minimum of three Crotch bumble bee preconstruction surveys shall be conducted at two- to four-week intervals during the colony active period (April through August) when Crotch

bumble bees are most likely to be detected. Nonlethal, photo voucher surveys shall be completed by a biologist who holds a Memorandum of Understanding to capture and handle Crotch bumble bee (if nesting and chilling protocol is to be utilized) or by a CDFW-approved biologist experienced in identifying native bumble bee species (if surveys are restricted to visual surveys that will provide high-resolution photo documentation for species verification). The surveyor shall walk through all areas of suitable habitat focusing on areas with floral resources. Surveys shall be completed at a minimum of one person-hour of searching per three acres of suitable habitat during suitable weather conditions (sustained winds less than 8 mph, mostly sunny to full sun, temperatures between 65 and 90°F) at an appropriate time of day for detection (at least an hour after sunrise and at least two hours before sunset, though ideally between 9:00 a.m. and 1:00 p.m.).

If Crotch bumble bees are detected, CDFW shall be notified by the designated biologist as further coordination may be required to avoid or mitigate certain impacts. At a minimum, two nesting surveys shall be conducted with focus on detecting active nesting colonies within one week and 24 hours immediately prior to ground disturbing activities that are scheduled to occur during the flight season (February through October). If an active Crotch bumble bee nest is detected, an appropriate no disturbance buffer zone (including foraging resources and flight corridors essential for supporting the colony) shall be established around the nest to reduce the risk of disturbance or accidental take and the designated biologist shall coordinate with CDFW to determine if an Incidental Take Permit under Section 2081 of the California ESA will be required. Nest avoidance buffers may be removed at the completion of the flight season and/or once the qualified biologist deems the nesting colony is no longer active and CDFW has provided concurrence of that determination. If no nests are found but the species is present, a full-time qualified biological monitor shall be present during vegetation or ground disturbing activities that are scheduled to occur during the queen flight period (February through March), colony active period (March through September), and/or gyne flight period (September through October). Because bumble bees move nest sites each year, two preconstruction nesting surveys shall be required during each subsequent year of construction, regardless of the previous year's findings, whenever vegetation and ground-disturbing activities are scheduled to occur during the flight season if nesting and foraging habitat is still present or has re-established.

BIO-5 Bat Management Plan: A Bat Management Plan shall be prepared by a qualified bat biologist no less than one year prior to the commencement of project-related activities (including, but not limited to, structure removal or demolition, tree removal, grading, and vegetation removal) that shall include specific avoidance and minimization measures to reduce impacts to roosting bats.

The project-specific Bat Management Plan may include any of the following as necessary and appropriate: additional habitat assessments of inaccessible areas that would be directly or indirectly impacted during Project activities, emergence and/or acoustic surveys for bats during the maternity season (April 1 through August 31) to assess the potential for bat maternity roosts in the ORSC site and Offsite Improvement Area, and preconstruction surveys for roosting bats including acoustic monitoring. The Bat Management Plan shall also include recommendations to minimize impacts to roosting bats, including the implementation of no-disturbance buffers, tree- and cliff-swallow nest removal

protocols, passive exclusion of bats outside of the maternity and hibernation seasons (if impacts are unavoidable), and/or species-specific replacement alternative roosting habitat.

BIO-6 Tree Avoidance and Removal Process. If trees are scheduled to be removed (e.g., relocating/modified (i.e., trimming) that were determined to be suitable for bat roosting, these activities shall be scheduled during one of the seasonal periods of bat activity listed below, and when evening temperatures are not below 45°F and rain is not over 0.5 inch in 24 hours:

September 1 to October 31 (preferred): This is after the maternity season but prior to winter torpor.

February 15 to March 31: After winter torpor but prior to the start of the maternity season.

1. If trees with suitable bat roosting habitat are scheduled for removal or relocation outside of the maternity season, tree removal during the time periods and weather parameters described above using the two-step method shall be conducted:

a. Prior to the two-step method, as much as feasible, vegetation and trees within the area that are not suitable for roosting bats shall be removed first to provide a disturbance that might reduce the likelihood of bats using the habitat.

b. Two-step tree removal shall occur over two consecutive days under the supervision of a qualified bat biologist. On Day 1, small branches and small limbs containing no cavity, crevice or exfoliating bark habitat on habitat trees (or outer fronds in the case of palm trees), as identified by a qualified bat biologist are removed first, using chainsaws only (i.e., no dozers, backhoes). The following day (Day 2), the remainder of the tree is to be felled/removed. (The intention of this method is to disturb the tree with noise and vibration and branch removal on Day 1. This should cause any potentially present day-roosting bats to abandon the roost tree after they emerge for nighttime foraging. Removing the tree quickly the next consecutive day should avoid reoccupation of the tree by bats).

2. If tree removal/modification must occur during the maternity season (April 1 to August 31), a qualified bat biologist shall conduct a focused emergence survey(s) of the tree(s) within 48 hours of scheduled work. If a maternity roost is located, whether solitary or colonial, that roost shall remain undisturbed until after the maternity season or until a qualified biological monitor has determined the roost is no longer active.

BIO-7 Delhi Sands Flower-Loving Fly Habitat Suitability Assessment: Prior to the start of ground-disturbing activities (including vegetation removal and fence installation activities), a habitat assessment shall be performed within the ORSC site and Offsite Improvement Area and adjacent areas by a USFWS-permitted biologist with a 10(a)(1)(A) permit to conduct surveys for Delhi sands flower-loving fly and with extensive knowledge of the species. The purpose of the habitat assessment will be to determine the presence of suitable habitat for the species in the ORSC site and Offsite Improvement Area and adjacent areas as well as ascertain the potential

for the species to occur on or adjacent to the ORSC site and Offsite Improvement Area. The habitat assessment shall include a site walkover, a check of adjacent empty lots for comparison of habitat quality to the ORSC site and Offsite Improvement Area, photographs to document the site conditions, and characterizing the type and quality of the habitats within the ORSC site and Offsite Improvement Area with respect to Delhi sands flower-loving fly.

At the conclusion of the habitat assessment, a brief report of findings as well as recommendations on whether focused surveys must be conducted shall be prepared by the USFWS-permitted biologist. The report shall also include any additional project-specific avoidance, minimization, and mitigation measure recommendations for the species. The City shall follow the recommendations identified in the report of findings.

If Delhi sands flower-loving fly is present in the ORSC site and Offsite Improvement Area and impacts to the species are unavoidable, then the City must initiate consultation with USFWS under either Section 7 or 10 of the federal ESA. If suitable habitat is identified in the ORSC site and Offsite Improvement Area, then the City of Ontario will continue to carry out the requirements of its MOA with IERCD to mitigate for loss of Delhi Sands flower-loving fly habitat. This MOA outlines the collection of Habitat Mitigation Fees by the City of Ontario that will be managed by a Land Trust for the acquisition, restoration, rehabilitation, and maintenance of lands selected by the Land Trust to have long-term conservation value for species such as Delhi Sands flower-loving fly. Up to 25-percent of the total Mitigation Fee collected may be used for the recovery of the Delhi Sands flower-loving fly.

BIO-8 Preconstruction Survey for Nesting Birds: If construction or other project activities are scheduled to occur during the nesting bird and raptor season (generally February 1 through August 31), a preconstruction nesting bird and raptor survey shall be conducted by a qualified avian biologist to ensure that active bird nests will not be disturbed or destroyed. The survey shall be completed no more than three days prior to initial ground disturbance. The nesting bird survey shall include the ORSC site and Offsite Improvement Area and adjacent areas where Project activities have the potential to affect active nests, either directly or indirectly, due to construction activity, noise, human activity, or ground disturbance.

If an active nest is identified, a qualified avian biologist shall establish an appropriately sized nondisturbance buffer around the nest using flagging or staking. Construction activities shall not occur within any non-disturbance buffer zones until the nest is deemed inactive by the qualified avian biologist. If initial ground-disturbing activities are scheduled during the nesting bird season, then a biological monitor shall be present during all vegetation removal activities to ensure no impacts to nesting birds occur.

BIO-9 Biological Resources Best Management Practices: The construction contractor(s) shall implement the following construction best management practices during ground disturbing activities:

- To prevent encroachment into areas immediately adjacent to the Cucamonga Creek Flood Control Channel, temporary fencing should be installed along the eastern perimeter of the ORSC site.

- Confine all work activities to a predetermined work area.

- To prevent inadvertent entrapment of wildlife during the construction phase of the ORSC, all excavated, steep-walled holes or trenches more than two feet deep shall be covered at the close of each working day by plywood or similar materials. If the trenches cannot be closed, one or more escape ramps constructed of earthen fill or wooden planks shall be installed. Before such holes or trenches are filled, they should be thoroughly inspected for trapped animals.

- Wildlife are often attracted to burrow- or den-like structures such as pipes and may enter stored pipes and become trapped or injured. To prevent wildlife use of these structures, construction pipes, culverts, or similar structures with a diameter of four inches or greater shall be capped while stored onsite.

- Food-related trash items such as wrappers, cans, bottles, and food scraps shall be disposed of in securely closed containers and removed at least once a week from the construction site.

- Use of rodenticides and herbicides on the ORSC site shall be implemented in a manner that reduces the potential for primary or secondary poisoning of non-target species. This is necessary to prevent poisoning of non-target species, including special-status species, and the depletion of prey populations on which they depend. Use of such compounds shall observe label and other restrictions mandated by the USEPA, California Department of Food and Agriculture, and other state and federal legislation. If rodent control must be conducted, zinc phosphide shall be used because it has a proven lower risk to predatory wildlife.

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 Game or U.S. Fish and Wildlife Service?

Summary of Certified EIR Finding: The Certified EIR concluded that no sensitive natural communities were identified and sparsely distributed individuals of mulefat and black willows, ranging from one to three individuals each, were documented in the Offsite Improvement Area for the sewer line in association with the areas mapped as Agriculture land use. Due to their small size and sparse nature, these individuals were not considered a sensitive natural community because they did not fit the classifications of a sensitive natural community according to the Manual of California Vegetation and by CDFW. As such, no impacts to sensitive natural communities would occur as a result of development of the Approved Project.

Discussion of Effects: The Project site is currently vacant and recently graded as part of the development of the Approved Project. The Project site does not contain any riparian habitat or other sensitive natural community identified by the Department of Fish & Game or Fish & Wildlife Service's (USFWS) National Wetland Inventory (USFWS, 2025). Therefore, the Modified Project would not result in significant impacts to riparian habitat or other sensitive natural communities. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

c. Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

Summary of Certified EIR Finding: The Certified EIR concluded that no aquatic resources were identified on the 199-acre ORSC site and potential aquatic resources were identified within the Offsite Improvement Area. Results of the Aquatic Resources Delineation Report determined that none of the collected samples met all three criteria needed to determine a wetland. Additionally, there were no features in the wetland delineation study area that met the current definition of Waters of the U.S. to be regulated by U.S. Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act. Moreover, although indirect impacts to the Cucamonga Creek Flood Control Channel due to runoff and erosion could occur, implementation of the best management practices (BMPs) would reduce indirect impacts to a less than significant level. Therefore, impacts with respect to jurisdictional waters would be less than significant.

Discussion of Effects: According to the USFWS's National Wetland Inventory, no wetland habitat is present on site (USFWS, 2025). Therefore, consistent with the findings of the Certified EIR, Project implementation would have no impact on these resources. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

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?

Summary of Certified EIR Finding: The Certified EIR concluded that no wildlife corridors or linkages were present within the ORSC site and Offsite Improvement Area and no impacts to these resources were expected to occur as a result of development of the ORSC site and sewer alignment in the Offsite Improvement Area. Suitable bat roosting habitat was identified within the ORSC site and Offsite Improvement Area in the form of abandoned buildings and trees. Mitigation Measure BIO-5 required the preparation of a Bat Management Plan no less than one year prior to the commencement of construction activities. The Bat Management Plan would include the measures required to minimize impacts to roosting based on the identified habitat in the ORSC site and Offsite Improvement Area. Additionally, Mitigation Measure BIO-6 outlined the procedures necessary to reduce impacts to roosting bats with respect to tree removals. With the implementation of these mitigation measures impacts associated with roosting bat nursery sites would be reduce to a less than significant level.

Discussion of Effects: No surface water bodies; streams or waterways occur on the Project site. The Project site does not provide nursery sites for wildlife, nor is it conducive to function as a corridor for migratory wildlife. All building and structures associated with the dairy farm has been demolished and there are currently no vegetation or trees onsite. Therefore, no impact related to wildlife movement would occur. However, Mitigation Measure BIO-5 and BIO-6 would continue to be applicable to the Modified Project. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

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 (HCP), Natural Community Conservation Plan (NCCP), or other approved local, regional, or state habitat conservation plan?

Summary of Certified EIR Finding: The Certified EIR concluded that the Approved Project would be required to pay the City's habitat mitigation fee, which was established to cover potential environmental impacts to burrowing owl, DSFLF, raptor foraging, loss of open space, and agricultural lands. Additionally, the ORSC site did not contain any tree species protected under Section 6.05.020, Tree Preservation Policy and Protection Measures, of the Ontario Development Code and was not located within the boundaries of a Habitat Conservation Plan or Natural Communities Conservation Plan. Therefore, impacts would be less than significant.

Discussion of Effects: As discussed previously, the Project site has been recently graded as part of the Approved Project and there is no vegetation or trees existing onsite. Therefore, the Modified Project would not conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance, and impacts would be less than significant. Moreover, the Project site is not part of an adopted HCP, NCCP or other approved habitat conservation plan (CDFW, 2023). As a result, no adverse environmental impacts are anticipated. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

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?

Summary of Certified EIR Finding: The Certified EIR concluded that previous evaluations of buildings and structures on the ORSC site identified four historic period resources, three of which were at 9381 Riverside Drive (P-36-13241 through P-36-13243) and one at 13165 Ontario Avenue (P-36-13244). The previous resource evaluations determined that Resource P-36-13244 was not eligible for listing in the National Register of Historic Places (NRHP)/California Register of Historical Resources (CRHR) and did not meet the City's Historic Context criteria for local significance. An updated Architectural Evaluation for the buildings/structures at 9381 Riverside Drive was conducted and determined that the 9381 Riverside Drive did not meet NRHP or CRHR eligibility criteria or the City's historic landmark designation. Therefore, impacts to historical resources would be less than significant.

Discussion of Effects: According to the Certified EIR, the previous 2016 Phase II evaluation for the Armstrong Ranch Specific Plan included portions of the Project site (9309 Ontario Avenue) and determined that the structure associated with the abandoned dairy farm does not appear eligible for the NRHP or the CRHR or meet the Historic Context criteria for local significance. Moreover, under existing conditions, the site has now been graded and the dairy farm is no longer present on the Project site. Therefore, the Modified Project would not cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5, and no impacts

would occur. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?

Summary of Certified EIR Finding: The Certified EIR concluded the records search at the South-Central Coastal Information Center (SSCIC) determined that there were no Archaeological Determinations of Eligibility (i.e., archaeological resources assessed by the Office of Historic Preservation with respect to National Register eligibility) in the ORSC site. Additionally, according to the Native American Heritage Commission's (NAHC's) Sacred Land Files (SLF) record search, no tribal resources were found on the ORSC site. Although there were no current known archaeological resources in the ORSC site, the areas that had not been surveyed or studied and could contain archaeological resources. Mitigation Measure CUL-1 would ensure the preservation and curation of archeological resources if uncovered during ground-disturbing activities of the ORSC site and sewer alignment (Offsite Improvement Area). Implementation of Mitigation Measure CUL-1 would ensure that impacts to archaeological resources are mitigated to less than significant levels.

Discussion of Effects: Under existing conditions, the site is vacant and has been graded. While no adverse impacts to archeological resources are anticipated at this site due to its extent of prior ground disturbance, the presence of previously undiscovered subsurface archaeological resources on the Project site remains possible, and these resources could be affected by ground-disturbing activities associated with construction at the site. As a result, consistent with the findings of the Certified EIR, Mitigation Measure CUL-1 would be implemented to ensure the proper treatment of significant archaeological resources should they be encountered during ground-disturbing construction activities in native soil. Therefore, the Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required. The following mitigation measure from the Certified EIR is applicable to the Modified Project:

CUL-1 Prior to the start of construction, the Project Proponent shall retain a qualified professional archaeologist to monitor all ground-disturbing activities associated with construction of the ORSC site and Offsite Improvement Area. Monitoring is not required for placement of equipment or fill inside excavations that were monitored, above-ground construction activities, or redistribution of soils that were previously monitored (such as the return of stockpiles to use in backfilling). The Monitoring Archaeologist shall meet or work under the direct supervision of someone meeting the Secretary of the Interior's professional qualifications standards for prehistoric and historic archaeology. The archaeologist shall be present at a pregrading meeting(s), establish procedures for archeological resource monitoring during grading and construction, and establish, in conjunction with the City, procedures to temporarily halt or redirect all work to allow the sampling, identification, and evaluation of all resources as that are encountered by the archaeologist. 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 conjunction with the City, that shall be taken for exploration and/or salvage in compliance with CEQA standards.

c. Disturb any human remains, including those interred outside of dedicated cemeteries?

Summary of Certified EIR Finding: The Certified EIR concluded the Approved Project would require demolition, ground clearing, excavation, grading, and other construction activities, in order to accommodate the proposed improvements onsite and offsite sewer improvements. In the unlikely event soil-disturbing activities associated with the Approved Project could result in the discovery of human remains, compliance with existing law including California Health and Safety Code, Section 7050.5; CEQA Section 15064.5; and PRC Section 5097.98 would ensure that significant impacts to human remains would not occur. Therefore, impacts to human remains would be less than significant.

Discussion of Effects: The Project is in an area that has been previously disturbed by the development of the ORSC. The possibility of uncovering human remains during Project-related grading activities is remote due to fact that the recent demolition and grading activities of the site has substantially disturbed the subsurface of the site. Thus, human remains are not expected to be encountered during any construction activities. However, as concluded in the Certified EIR, in the unlikely event that human remains are discovered, existing regulations, including the California Public Resources Code Section 5097.98 and California Health and Safety Code Section 7050.5, would afford protection for human remains discovered during redevelopment activities including but not limited to demolition, site preparation and grading, infrastructure installation, and other ground-disturbing activities. Furthermore, standards have been imposed on the Modified Project that in the event of unanticipated discoveries of human remains are identified during excavation and construction activities, the area shall not be disturbed until any required investigation is completed by the County Coroner and/or Native American consultation has been completed, if deemed applicable. Consistent with the findings of the Certified EIR, mandatory compliance with these requirements would ensure that no significant impacts associated with the discovery of human remains would occur. Therefore, the Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

6. ENERGY. Would the project:

The analysis in this section is based on the *Air Quality and Greenhouse Gas Emissions Technical Memorandum for Hotel Ontario Aloft + Residence Inn Project* prepared by PlaceWorks, Inc. (PlaceWorks) dated November 17, 2025. This report is provided in its entirety as Appendix A of this Addendum.

a. Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?

Summary of Certified EIR Finding: The Certified EIR concluded that construction of the Approved Project would result in minimal electricity and no natural gas usage during construction activities. Additionally, demands for energy associated with transportation fuels would come from the transport and use of construction equipment, delivery vehicles and haul trucks, and construction employee vehicles that would use diesel fuel or gasoline. The construction contractors would be required to minimize nonessential idling of construction equipment in

accordance with the 13 CCR, Article 4.8, Chapter 9, Section 2449. Such required practices would limit wasteful and unnecessary energy consumption. Therefore, the Approved Project would not result in wasteful, inefficient, or unnecessary consumption of fuel use during construction.

Operation of the Approved Project would create demand for electricity and natural gas for building energy use and demand for electricity, compressed natural gas, diesel, and gasoline for vehicle transportation. Regulatory compliance (e.g., Building Energy Efficiency Standards, CALGreen, Renewables Portfolio Standard [RPS], and Corporate Average Fuel Economy [CAFÉ] standards) would increase building energy efficiency and vehicle fuel efficiency and reduce building energy demand and transportation-related fuel usage. Additionally, the ORSC site would include design features pursuant to the applicable energy efficiency requirements in effect at the time the respective building undergoes permitting, encourage active transportation, and incorporate renewable energy generation that will contribute to minimizing building and transportation-related energy demands overall and demands on nonrenewable sources of energy. Therefore, implementation of the Approved Project would not result in inefficient, wasteful, or unnecessary energy consumption and impacts would be less than significant.

Discussion of Effects:

Construction Impacts

The Modified Project would result in less building square footage constructed than under the Approved Project. Energy consumption during construction activities under the Modified Project would therefore be similar or less than that of the Approved Project. Electricity and fuel resources would be consumed temporarily during construction activities. For example, electric-powered construction equipment could include hand tools (e.g., power drills, table saws) and lighting. Natural gas or other types of fuel would be used for construction vehicles and equipment. Use of such equipment would be considered necessary for the construction of the Modified Project, and all construction equipment would cease operating upon completion of Project construction. Furthermore, to limit wasteful and unnecessary energy consumption, construction contractors would be required to minimize nonessential idling of construction equipment during construction, in accordance with Section 2449 of the California Code of Regulations, Title 13, Article 4.8, Chapter 9.

Overall, energy consumption during construction under the Modified Project would be similar to that of the Approved Project; the Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Operational Impacts

Building Energy: Electricity and Natural Gas

Operation of the Modified Project would generate new demand for electricity (e.g., appliances and cooling), natural gas (e.g., cooking and heating), and transportation energy.

The proposed electricity and natural gas consumption from operation under the Modified Project is shown in Table 6-1, *Operation-Related Building Energy Consumption*. Though the Modified Project would generate additional energy demand at the site, it would be similar to the energy demand for PAs 2 through 4 of the Approved Project. Like the Approved Project, the Modified Project would also be required to comply with the applicable Building Energy Efficiency Standards and CALGreen requirements. Compliance with the current Building Energy Efficiency Standards and CALGreen would be consistent with the goals outlined in Appendix F of the CEQA Guidelines, as the Modified Project would promote the use of renewable energy and decrease

reliance on fossil fuels to meet the energy demands of the Modified Project. Additionally, the Modified Project would be required to implement Mitigation Measures AQ-2, GHG-1, GHG-2, and GHG-3, which would decrease natural gas usage under the Modified Project and promote on-site renewable energy generation.

In addition to the proposed building energy efficiency, Southern California Edison is required to comply with the State's RPS, which mandates utilities to procure a certain proportion of electricity from eligible renewable and carbon-free sources and increasing the proportion through the coming years, with an ultimate procurement requirement of 100 percent by 2045. The RPS requirements would support use of electricity by the Modified Project that is generated from renewable or carbon-free sources. Overall, the Modified Project would generally be consistent with the goals outlined in Appendix F of the CEQA Guidelines regarding increasing energy efficiency, decreasing reliance on fossil fuels, and increasing renewable energy sources. Because the Modified Project would comply with these regulations, it would not result in wasteful, inefficient, or unnecessary energy demands.

Therefore, the Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Table 6-1 Operation-Related Building Energy Consumption

Land Use[1]	Electricity (kWh/year)	Natural Gas (kBTU/year)
Approved Project		
PAs 2 through 4	3,500,028	3,152,123
Total ORSC Emissions	17,338,246	12,359,271
Modified Project		
PAs 2 through 4	3,678,327	6,107,068
Net Change (Modified Project minus Approved Project, PAs 2 through 4)	178,299	2,954,945
Percent Increase Under Modified Project	**1%**	**24%**

Source: (PlaceWorks, 2025a, Table 9)

Transportation Energy

The Modified Project would result in the consumption of transportation energy during operation from the use of motor vehicles associated with employees and visitors to the site, in addition to truck deliveries for the commercial uses. When compared to the Approved Project, the Modified Project involves similar land uses and would generate similar types of trips to the Project site. Additionally, as demonstrated in Table 6-2, the number of trips under the Modified Project would be similar to those under the Approved Project. As shown in Table 6-2, *Average Daily Trip Generation Comparison for the Approved and Modified Project*, the Modified Project would result in an increase in trips during the scenarios modeled for events on Saturdays, but would result in a decrease in trips during the weekday scenario.

Table 6-2 *Average Daily Trip Generation Comparison for the Approved and Modified Project*

	Weekday with Stadium Event	**Saturday with Tournament (No Baseball Stadium Event)**	**Saturday with Baseball Stadium Event (No Tournaments)**
Approved Project	8,060	8,035	8,035
Modified Project	7,638	8,149	8,149
Difference	-422 (-5.2%)	114 (1.4%)	144 (1.4%)

Source: (PlaceWorks, 2025a, Table 10)

Additionally, compliance with Mitigation Measure GHG-3 would require the installation of electric vehicle charging above the mandatory amount, allowing for increased electric vehicle charging under the Proposed Project. Compliance with Mitigation Measure TRAF-1 would help to decrease VMT and associated vehicle fuel consumption associated with the Modified Project.

Moreover, the general fuel efficiency of vehicles with each passing year would improve on average. The improvement in fuel efficiency would be attributable to the statewide fuel reduction strategies and regulatory compliances (e.g., CAFE standards), resulting in new cars that are more fuel efficient and the attrition of older, less fuel-efficient vehicles. The CAFE standards are not directly applicable to land use development projects, but to car manufacturers. Thus, neither the Modified Project nor the City has direct control of the fuel efficiency of vehicles that are manufactured and available. However, compliance with the CAFE standards by car manufacturers would ensure that vehicles produced in future years have greater fuel efficiency and would generally result in an overall benefit of reducing fuel usage by providing the population of the Project site's region more fuel-efficient vehicle options. In addition, because electricity generated in California is required to meet the increasing renewable energy mix requirements under the State's RPS, a greater and greater share of electricity consumed for transportation energy demand under the Modified Project would be sourced from renewable energy sources rather than fossil fuels.

Therefore, the Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

b. Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?

Summary of Certified EIR Finding: The Certified EIR concluded that the California RPS program requirements do not directly apply to individual development projects, but to utilities and energy providers such as SCE, whose compliance with RPS requirements would contribute to the State of California objective of transitioning to renewable energy. Additionally, as discussed in the GHG section of the Certified EIR, the Approved Project would be generally considered consistent with the City's Community Climate Action Plan (CCAP) and consistent with its energy efficiency and renewable energy strategies. Therefore, the Approved Project would be consistent with the California RPS program and the City's CCAP, and impacts would be less than significant.

Discussion of Effects: The following evaluates consistency of the Modified Project with California's Renewables Portfolio Standard program and the Ontario CCAP.

California RPS Program

The State's electricity grid is transitioning to renewable energy under California's Renewable Energy Program. Renewable sources of electricity include wind, small hydropower, solar, geothermal, biomass, and biogas. Electricity production from renewable sources is generally considered carbon neutral. Executive Order S-14-08, signed in November 2008, expanded the State's RPS to 33 percent renewable power by 2020. This standard was adopted by the legislature in 2011 (Senate Bill [SB] X1-2). SB 350 (de Leon) was signed into law September 2015 and establishes tiered increases to the RPS—40 percent by 2024, 45 percent by 2027, and 50 percent by 2030. SB 350 also set a new goal to double the energy-efficiency savings in electricity and natural gas through energy efficiency and conservation measures.

On September 10, 2018, Governor Brown signed SB 100, which supersedes the SB 350 requirements. Under SB 100, the RPS for public-owned facilities and retail sellers consist of 44 percent renewable energy by 2024, 50 percent by 2026, 52 percent by 2027, and 60 percent by 2030. The bill also established a state policy that eligible renewable energy resources and zero-carbon resources supply 100 percent of all retail sales of electricity to California end-use customers and 100 percent of electricity procured to serve all state agencies by December 31, 2045. Additionally, SB 1020 adds interim targets to the SB 100 framework to require renewable energy and zero-carbon resources to supply 90 percent of all retail electricity sales by 2035 and 95 percent of all retail electricity sales by 2040. Under SB 100 and SB 1020, the state cannot increase carbon emissions elsewhere in the western grid or allow resource shuffling to achieve the 100 percent carbon-free electricity target.

The Statewide RPS goal is not directly applicable to individual development projects, but to utilities and energy providers such as SCE, which is the utility that would provide all of electricity needs for the Modified Project. Compliance of SCE in meeting the RPS goals would ensure the State is meeting its objective in transitioning to renewable energy. In addition, the Modified Project would be required to comply with the applicable Building Energy Efficiency Standards and implement the requirements under Mitigation Measures AQ-2 and GHG-1 through GHG-3, which would contribute to increasing energy efficiency and renewable energy use under the Modified Project.

Therefore, implementation of the Modified Project would not conflict with or obstruct implementation of California's RPS Program.

Ontario CCAP

The City of Ontario adopted the CCAP to implement a plan to reduce GHG emissions to achieve SB 32 emission reduction targets by year 2030 and additional reductions beyond year 2030. While the CCAP's primary focus is reducing community-wide GHG emissions, a main strategy in the plan relates to improving energy efficiency, reducing fossil fuel energy consumption, and promoting renewable energy consumption in its place. The Certified EIR concluded that the Approved Project would generally be considered consistent with the City's CCAP and its energy efficiency and renewable energy strategies, as shown in Table 5.8-7 of the Certified EIR. Like the Approved Project, the Modified Project would comply with these CCAP strategies and implement mitigation measures that further increase energy efficiency and renewable energy generation.

Similar to the Approved Project, the Modified Project would be required to comply with the California Building Standards Code, including the Building Energy Efficiency Standards in Part 6, that is in effect at the time that each proposed structure is designed. Currently, the 2022 Building Energy Efficiency Standards require that new structures of specified occupancy types either include rooftop solar systems or be designed in such a way they achieve the same energy efficiency as if solar were included. The Modified Project would also receive the benefits of the

ORSC's pedestrian and active transportation improvements throughout and adjacent to the ORSC site, such as sidewalks and bicycle lanes, that would reduce VMT and transportation fuel consumption. Moreover, the Modified Project would comply with applicable water efficiency standards in CALGreen to reduce the amount of water and electricity consumed for treatment and transport during operation. These features support the Modified Project's consistency with the Ontario CCAP strategies that are focused on energy efficiency and renewable energy. Therefore, the Modified Project would be consistent with the Ontario CCAP, and impacts would remain less than significant.

Therefore, the Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

7. GEOLOGY & SOILS. Would the project:

a. Expose people or structures to 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?

Summary of Certified EIR Finding: The Certified EIR concluded that the ORSC site was not within any Alquist-Priolo Earthquake Fault Zone and the potential for surface rupture at the site was considered remote. Additionally, compliance with the standards of the California Building Code (CBC) and Ontario Municipal Code to ensure that structures designed for human occupancy would meet earthquake resistance standards and reduce impacts from seismic ground shaking to a less than significant level. Due to the depth to groundwater on the site and its vicinity (approximately 190 feet below the existing ground surface), the potential for liquefaction based on the existing conditions was low and impacts with respect to liquefaction hazards would be less than significant. Furthermore, according the California Geological Survey's Deep-Seated Landslide Susceptibility Map, the ORSC site was in an area of low landslide hazard susceptibility and impacts would be less than significant.

Discussion of Effects: Ground rupture is the visible offset of the ground surface when an earthquake rupture along a fault affects the Earth's surface. Southern California, including the City of Ontario, is subject to the effects of seismic activity due to the active faults that traverse the area. Active faults are defined as those that have experienced surface displacement within Holocene time (approximately the last 11,000 years) and/or are in a State-designated Alquist-Priolo Earthquake Fault Zone. As shown in Figure S-01, Regional Faults and Fault Zones, of the TOP 2050, the Project site is not located with an Alquist-Priolo Earthquake Fault Zone (City of Ontario, 2022a). Fault rupture would not occur on the Project site since no active faults cross the Project site, and no impacts would occur.

Southern California is a seismically active area and properties in the City of Ontario, including the Project site, are subject to periodic ground shaking and other effects from earthquake activity along nearby regional faults. The Project site is not at an increased risk relative to the surrounding areas. Consistent with the findings in the Certified EIR, Project-related structures and buildings would be required to be designed and built-in compliance with the CBC (California Code of Regulations, Title 24, Part 2), which contains provisions for earthquake safety based on factors including occupancy type, the types of soil and rock onsite, and the probable strength of ground motion, the Ontario Municipal Code, and all other ordinances adopted by the City related to construction and safety. Therefore, as structures would be designed to meet or exceed CBC standards for earthquake resistance, the Modified Project would not create significant impacts related to seismic ground shaking, and impacts would be less than significant.

Seismic-related ground failure includes, but is not limited to, liquefaction. Liquefaction is a seismic phenomenon in which loose, saturated, granular soils behave similarly to fluids when subject to high intensity seismic events. Liquefaction occurs when three general conditions coexist: 1) shallow groundwater, 2) low-density non-cohesive (granular) soils and 3) high-intensity ground motion. According to the Department of Conservation and Certified EIR, the Project site is not located within an area of shallow groundwater or liquefaction zone (CDC, 2025). Therefore, consistent with the findings in the Certified EIR, the Modified Project does not have the potential to expose people or structures to seismic-related liquefaction, and impacts would be less than significant.

Slope failures in the form of landslides are common during strong seismic shaking in areas of steep hills. The Project site and surrounding area are generally flat with no significant slopes and is not located within a landslide zone (CDC, 2025). Therefore, impacts related to landslides would be less than significant. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

b. Result in substantial soil erosion or the loss of topsoil?

Summary of Certified EIR Finding: The Certified EIR analyzed thresholds b, c, and d together and concluded that the Approved Project would involve the grading the 199-acre site to remove or relocate the organic matter associated with historical dairy operations on the site in addition to off-site construction on surrounding roadways. Trenching, grading, and compacting associated with the construction of buildings; the modification, construction, and relocation of underground utility lines; and installation of landscaping and construction of hardscape could expose on-site soil to wind and water erosion during construction activities. According to the NRCS Web Soil Survey, the ORSC site had a medium to high susceptibility to soil erosion. However, compliance with the CBC and Ontario Municipal Code and review of grading plans by the City Engineer would ensure impacts related to erosion would be less than significant.

Discussion of Effects: Erosion is the movement of rock and soil from place to place. Erosion occurs naturally by agents such as wind and flowing water; however, grading and construction activities can greatly increase erosion if effective erosion control measures are not used. Common means of soil erosion from construction sites include water, wind, and being tracked offsite by vehicles. The Project site is currently graded and contain exposed soils; however, consistent with the findings in the Certified EIR, the Modified Project would be required to comply with the CBC and Ontario Municipal Code to ensure impact related to erosion would be less than significant.

Moreover, the State Water Resources Control Board (SWRCB) Order No. 2009-0009-DWQ (General Construction Permit) contains water quality standards and stormwater discharge requirements that apply to construction projects of one acre or more. The General Construction Permit was issued pursuant to the National Pollutant Discharge Elimination System (NPDES) regulations for implementing part of the federal Clean Water Act. The General Construction Permit requires preparation of a SWPPP that identifies the sources of pollution that may affect the quality of stormwater discharges and describes and ensures the implementation of BMPs to reduce the pollutants, including silt and soil, in construction stormwater discharges. Examples of BMPs that are commonly included in SWPPPs are shown in Table 7-1, below.

Table 7-1 Examples of Construction-Phase Stormwater Pollution Prevention BMPs

Category	Goal	Sample Measures
Erosion Controls	Prevent soil particles from being detached from the ground surface and transported in runoff	Preserving existing vegetation; soil binders; geotextiles and mats
Sediment controls	Filter out soil particles that have entered runoff	Barriers such as slit fences and gravel bag berms; and street sweeping
Tracking Controls	Prevent soil from being tracked offsite by vehicles	Stabilized construction roadways and entrances/exits
Wind Erosion Control	Prevent soil from being transported offsite by wind	Similar to erosion controls above
Non-stormwater Management	Prevent discharges of soil from site by means other than runoff and wind	BMPs regulating various construction practices; water conservation
Waste and Materials Management	Prevent release of waste materials into storm discharges	BMPs regulating storage and handling of materials and wastes

The Modified Project will be required to comply with the NPDES permit by preparing and implementing a SWPPP specifying BMPs for minimizing pollution of stormwater with soil and sediment during Project construction. Adherence to the BMPs in the SWPPP would reduce, prevent, or minimize soil erosion from Project-related site preparation and construction activities. Therefore, compliance to all applicable regulations related to soil erosion would ensure no significant erosion impacts would occur. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

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?

Summary of Certified EIR Finding: The Certified EIR concluded that the ORSC site could expose persons or structures to potentially significant hazards from compressible soils and the 2023 geotechnical study recommended that prior to placement of compacted fills, all nonengineered fills and loose, porous, or compressible soils be removed down to competent ground. Therefore, compliance with the CBC and Ontario Municipal Code, in addition to review of grading plans by the City Engineer and incorporation of recommendations from the project geotechnical investigations, would ensure no significant impacts would occur.

According to the NRCS web soil survey, an approximately 52-acre portion of the site was underlain by Hilmar loamy fine sand has a high corrosion potential for steel. The remaining portion of the site was underlain by Delhi fine sand has a low corrosion potential. The 2015 study and 2023 study provided recommendations to correct and reduce existing on-site soils and geotechnical conditions of the ORSC site, including protecting pipes by utilizing coatings and using clean backfills and a cathodic protections system. The incorporation of these recommendations in addition to compliance with the CBC and review from the City Engineer would ensure that impacts related to corrosive soils are less than significant.

Due to the depth of groundwater (approximately 190 feet below the existing ground surface) and the low moisture level of the soil, the potential for lateral spreading on the site was considered low. Moreover, there was a potential for subsidence in the Ontario area due to groundwater pumping and extraction from the Chino Basin. It was anticipated that if subsidence due to groundwater extraction were to occur, it would affect the entire region and not result in significant differential settlement across the site. Additionally, the 2023 study reported that soils at the ORSC site had a subsidence factor of 0.15 foot and noted that the degree to which fill soils were compacted may require adjustments in grades near the completion of grading to balance the earthwork. The incorporation of the recommendations from the studies of the remaining portions of the ORSC site would ensure that impacts regarding lateral spreading and subsidence for the ORSC site to be less than significant.

Discussion of Effects: As stated previously under Response 7.a, the Project site is not susceptible to landslides or liquefaction. As concluded in the Certified EIR, there is potential for other geologic hazards on the Project site, including compressible soils, corrosion, and subsidence. However, Project-related structures would be required to be designed and built-in compliance with the CBC and the Ontario Municipal code, which requires the Modified Project to implement the recommendations of the site-specific geotechnical investigation. Consistent with the findings in the Certified EIR, compliance with the CBC, Ontario Municipal Code, recommendations from geotechnical investigations, and City review of grading plans would ensure that impacts would be less than significant. Therefore, the Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

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?

Summary of Certified EIR Finding: The Certified EIR concluded that 2015 geotechnical study determined that the soils on the studied portion of the ORSC site had a low to medium expansion potential while the 2023 study determined that soils at the ORSC site had a very low expansion classification. Additionally, the 2023 study recommended that potential expansive properties of the soils be reassessed and verified at the completion of rough grading. With the compliance to the CBC and Ontario Municipal Code and recommendations of the respective geotechnical investigations and City Engineer, impacts associated with expansive soils would be reduced to a less than significant level.

Discussion of Effects: Expansive soils are defined as soils possessing clay particles that react to moisture changes by shrinking or swelling. As discussed previously, soils at the Project site have a very low expansion classification. Consistent with the findings of the Certified EIR, the Modified Product would be required to comply with the CBC, Ontario Municipal Code and recommendations of the respective geotechnical investigation to ensure no adverse impacts

related to expansive soils would occur. Therefore, the Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

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?

Summary of Certified EIR Finding: The Certified EIR concluded that the Approved Project would not include septic systems and include installation of new sewer infrastructure connecting to the public sewer system that serves the City. Therefore, no impacts related to septic tanks would occur.

Discussion of Effects: No septic tanks will be used as part of the Modified Project. The Project would connect to the existing wastewater disposal system. Accordingly, consistent with the findings of the Certified EIR, no impact would occur. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

f. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

Summary of Certified EIR Finding: The Certified EIR concluded that records search through the Western Science Center in Hemet produced no results for fossil localities within the ORSC site and Offsite Improvement Area or within a one-mile radius of the area. However, deep excavations at approximately 5 to 10 feet below ground surface in soil types below the Holocene alluvium deposits could impact paleontological resources. Mitigation Measure GS-1 would require preparation of a Paleontological Resources Mitigation and Monitoring Plan (PRMMP) and Mitigation Measure GS-2 would require an archeological/paleontological resources monitor onsite during excavation activities that exceed a depth of 10 feet below the ground surface. Mitigation Measure GS-3 also provides additional procedure in the event of fossil discovery. Therefore, with the implementation of Mitigation Measures GS-1 through GS-3, potential impacts to paleontological resources would be reduced to a level that is less than significant.

Discussion of Effects: The Project has been graded as part of the Approved Project; therefore, the potential to discover paleontological resources would be low. However, in an event of unanticipated discovery, the Modified Project would be required to implement Mitigation Measures GS-1 through GS-3 to ensure construction activities will not continue or will be moved to other parts of the Project site and a qualified paleontologist shall be contacted to determine the significance of these resources in the event unanticipated paleontological resources are identified during excavation. Consistent with the findings of the Certified EIR, With the implementation of Mitigation Measures GS-1 through GS-3, impacts to paleontological resources would be less than significant. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required. The following mitigation measures from the Certified EIR are applicable to the Modified Project:

GS-1 Prior to grading, a Paleontological Resources Mitigation and Monitoring Plan (PRMMP) shall be prepared by a Qualified Paleontologist meeting the standards of Society of Vertebrate Paleontology (2010). The PRMMP shall discuss the laws and regulations for the protection of paleontological resources, the significance of fossils, and protocol to follow in case a discovery is made. The PRMMP shall also outline the duties of paleontological monitoring onsite, including the salvaging and preparation of fossils and the final submission of all paleontological resources to an accredited museum or facility for curation.

GS-2 During excavations exceeding depth of approximately 5 to 10 feet below ground surface, a qualified paleontological monitor shall be present during construction activities to spot check the sediments and depths of excavations to determine the geologic units encountered. If paleontological resources are discovered, full-time monitoring shall be required during grading, as identified in the Paleontological Resources Monitoring and Mitigation Plan.

GS-3 In the event of any fossil discovery, regardless of depth or geologic formation, construction work shall halt within a 50-foot radius of the find until its significance can be determined by a qualified paleontologist. Significant fossils shall be recovered, prepared to the point of curation, identified by qualified experts, listed in a database to facilitate analysis, and deposited in a designated paleontological curation facility in accordance with the standards of the Society of Vertebrate Paleontology (2010). A regional repository shall be identified by the City Council and a curatorial arrangement shall be signed prior to collection of the fossils.

8. GREENHOUSE GAS EMISSIONS. Would the project:

The analysis in this section is based on *the Air Quality and Greenhouse Gas Emissions Technical Memorandum for Hotel Ontario Aloft + Residence Inn Project* prepared by PlaceWorks, Inc. (PlaceWorks) dated November 17, 2025. This report is provided in its entirety as Appendix A of this Addendum.

a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

Summary of Certified EIR Finding: The Certified EIR concluded that the City has identified a no net increase threshold of zero and the Approved Project would generate approximately 21,777 $MTCO_2e$ annually. Mitigation Measure TRAF-1 requires implementation of transportation demand management (TDM) measures, such as pedestrian and active transportation improvements, to reduce VMT. Nonetheless, the vehicle fuel source, vehicle fuel efficiency, and travel mode for visitors are largely outside of the control of the ORSC, hence, no additional mitigation would be feasible to reduce vehicle-related emissions. The second-largest emissions source, energy consumption, results from electricity use and the consumption of natural gas on-site. Therefore, Mitigation Measure GHG-1 is required to reduce all on-site natural gas consumption by requiring all uses that do not include commercial cooking appliances to be designed as all-electric, precluding the installation and use of gas fueled appliances that are not necessary for commercial cooking activities. In addition, Mitigation Measure GHG-2 would be required to ensure that electricity is generated on-site from renewable sources to the extent feasible. These mitigation measures would reduce emissions to the extent feasible. However, the ORSC emissions

would still exceed the no net increase GHG emissions threshold. Therefore, impacts would be significant and unavoidable.

Discussion of Effects:

Construction Impacts

Because the Modified Project would involve a decrease in the overall building square footage across PA 2 through PA 4, equipment use during construction of the Modified Project would be similar to or less than what was identified for PA 2 through PA 4 of the Approved Project. This would result in similar if not fewer construction GHG emissions generated for the Proposed Project when compared to the Approved Project. The Certified EIR noted that the South Coast AQMD does not have an adopted threshold for construction GHG emissions. Therefore, determination of significance for GHG emissions impacts in the Certified EIR was limited to those under operation of the Approved Project. The South Coast AQMD recommends that average annual construction emissions be amortized over 30 years and added to operational emissions to account for temporary GHG emissions from construction phases (South Coast AQMD 2009) However, because construction equipment use and subsequent construction GHG emissions would be similar or decrease under the Modified Project, construction emissions from the Modified Project would not contribute to a net increase in total ORSC construction GHG emissions, and the evaluation of GHG emissions under the Modified Project is therefore limited to operational emissions.

Operational Impacts

The Certified EIR assessed the emissions of the Approved Project against a zero net increase threshold, consistent with the State's carbon neutrality goals under AB 1279. Under this threshold, the Modified Project in combination with the Approved Project would have a significant impact with respect to GHG emissions if its total emissions would exceed the no net increase threshold utilized in the Certified EIR. The Modified Project's operation-phase GHG emissions compared to the Approved Project are shown in Table 8-1, *Project-Related Operation GHG Emissions*. As shown below, implementation of the Modified Project would not result in an increase in GHG emissions compared to what was analyzed in the Certified EIR primarily due to mobile source emissions (e.g., privately owned vehicles from visitors and employees traveling to the project site) which are not under the control of the City or Project Applicant. However, as shown in Table 8, the increase in operational GHG emissions resulting from the Modified Project would constitute an increase of an estimated 468 MT CO2e per year, or an increase in total ORSC emissions by approximately 2.1 percent. Therefore, the significant GHG effect identified in the Certified EIR would not be substantially more severe with implementation of the Modified Project. The Modified Project's compliance with the Ontario CCAP efficiency threshold, as shown in Table 8, is discussed in Impact b, below.

As shown in Table 8-1, the Modified Project would result in a slight increase in GHG emissions when compared to the Approved Project, primarily due to the slight increase in vehicle trip generation and hotel building space energy needs, and impacts would remain significant and unavoidable. Nonetheless, operational GHG emissions would be reduced through compliance with Mitigation Measures GHG-1 through GHG-4 in addition to AQ-2, and TRAF-1. Mitigation Measures GHG-1 and GHG-2 require all-electric building design and on-site renewable energy systems and were incorporated under the Approved Project to address GHG emissions reductions. As discussed below in Response 8.b, Mitigation Measures GHG-3 and GHG-4 were incorporated to reduce impacts associated with consistency with the CARB 2022 Scoping Plan and the Ontario CCAP.

In addition to the requirements specific to projects in the ORSC, State emissions reductions requirements would also reduce emissions throughout the lifetime of the Modified Project. For example, the State's electricity grid is transitioning to renewable energy under California's RPS Program requirements, which is expanded by regulations such as SB 100. SB 100 established a landmark policy requiring renewable energy and zero-carbon resources supply 100 percent of electric retail sales by 2045. The statewide RPS goal is not directly applicable to individual development projects but to utilities and energy providers such as SCE, which is the utility that would provide all of electricity needs for the Modified Project. SCE's compliance with the RPS goals would support the State in meeting its objective in transitioning to renewable energy. These features and progress toward achieving RPS goals would help to reduce operational GHG emissions.

Therefore, the Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Table 8-1 Operation-Related Building Energy Consumption

Source	Project GHG Emissions ($MTCO_2e$/Year)
Approved Project	
PAs 2 through 4	9,265
Total ORSC Emissions[1]	21,777
Modified Project	
Mobile	8,347
Area	0
Energy	1,217
Water	36
Solid Waste	87
Refrigerants	46
Total Project Emissions	**9,732**
Net Change (Modified Project minus Approved Project, PAs 2 through 4)	**468**
Significant Increase?	**No**
Ontario CCAP Efficiency Threshold ($MTCO_2e$/2,500 square feet of conditioned building space)[2]	**8.84**
Proposed Project GHG Efficiency Threshold ($MTCO_2e$)[3]	**100.5**
Exceeds GHG Efficiency Threshold?	**Yes**

[1] Total emissions for all PAs of the ORSC as shown in Table 5.8-5 of the Certified EIR.
[2] Ontario CCAP efficiency threshold for non-residential buildings operational before 2030.
[3] Based on the total 242,144 square feet of proposed building space across PAs 2 through 4.
Source: (PlaceWorks, 2025a, Table 8)

Mitigation: No additional mitigation required. Mitigation Measures AQ-2, GHG-1 through GHG-4, and TRAF-1are applicable to the Modified Project.

b. Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

Summary of Certified EIR Finding: The Certified EIR concluded that the ORSC would be potentially inconsistent plans adopted for the purpose of reduce GHG emissions, including CARB's 2022 Scoping Plan, Southern California Association of Governments' (SCAG's) Regional Transportation Plan/Sustainable Communities Strategy (SCS), and the City's CCAP. Implementation of Mitigation Measure GHG-4 would ensure that development projects within the ORSC are consistent with the City's CCAP. Additionally, implementation of the Mitigation Measures GHG-1 through GHG-3 as well as TRAF-1 would reduce impacts to the extent feasible. However, the ORSC would continue to result in a substantial increase in total VMT in the City, exceed the City's VMT threshold, and potentially be inconsistent with the VMT reduction goals in the Scoping Plan and SCS. Therefore, impacts would remain significant and unavoidable.

Discussion of Effects:

CARB Scoping Plan

The adopted 2022 CARB Scoping Plan is applicable to State agencies but is not directly applicable to cities/counties and individual projects (i.e., the Scoping Plan does not require the City to adopt policies, programs, or regulations to reduce GHG emissions). However, new regulations adopted by the State agencies outlined in the Scoping Plan result in GHG emissions reductions at the local level. As a result, local jurisdictions benefit from reductions in transportation emissions rates, increases in water efficiency in the building and landscape codes, and other statewide actions that affect a local jurisdiction's emissions inventory from the top down. Statewide strategies to reduce GHG emissions include the low-carbon fuel standard and changes in the corporate average fuel economy standards (e.g., Pavley I and Pavley California Advanced Clean Cars program). Like the Approved Project, the Modified Project would adhere to the programs and regulations identified by the Scoping Plan and implemented by State, regional, and local agencies to achieve the statewide GHG reduction goals of SB 32 and AB 1279. For example, new buildings under the Proposed Project would meet the current CALGreen and Building Energy Efficiency standards at the time they are constructed. Table 8-1 demonstrates that the Modified Project would result in a minor increase in GHG emissions when compared to the Approved Project; however, the Modified Project would incorporate Certified EIR Mitigation Measures GHG- 1, GHG-2, and GHG-3, and would therefore be consistent with the Scoping Plan objectives to demonstrate consistency with the State's long-term carbon neutrality goals.

Though Statewide efforts could provide downstream reductions at the local level, the 2022 Scoping Plan identifies three priority areas for local actions that would support and amplify the overall state efforts to reduce GHG emissions and achieve the long-term climate goals: 1) transportation electrification, 2) VMT reduction, and 3) building decarbonization. The Certified EIR incorporated Mitigation Measures GHG-1 and GHG-3 to ensure that projects under the ORSC would incorporate all-electric building design and EV charging infrastructure with the voluntary CALGreen Tier 2 standards, consistent with the first and third 2022 Scoping Plan priority areas. Because the Approved Project exceeded the City's VMT thresholds after incorporation of all feasible mitigation measures, the Certified EIR determined that the Approved Project would not be consistent with the second Scoping Plan priority area for VMT reduction. Compliance with Mitigation Measures GHG-1 and GHG-3 would ensure that the Modified Project is also consistent with the transportation electrification and building decarbonization priority areas. While the Modified Project would also comply with Mitigation Measure TRAF-1 to reduce VMT impacts and

would result in similar VMT when compared to the Approved Project, impacts would continue to remain significant and unavoidable with respect to compliance with the VMT reduction priority area. The Modified Project would not result in a new impact or a substantial increase in the severity of impacts when compared to the Certified EIR.

SCAG's Regional Transportation Plan/Sustainable Communities Strategy

SCAG adopted the 2024-2050 RTP/SCS, Connect SoCal, in September 2024. Connect SoCal finds that land use strategies that focus on new housing and job growth in areas rich with destinations and mobility options would be consistent with a land use development pattern that supports and complements the proposed transportation network. The overarching strategy in Connect SoCal is to plan for the southern California region to grow in more compact communities in transit priority areas and priority growth areas; provide neighborhoods with efficient and plentiful public transit; establish abundant and safe opportunities to walk, bike, and pursue other forms of active transportation; and preserve more of the region's remaining natural lands and farmlands. Connect SoCal's transportation projects help more efficiently distribute population, housing, and employment growth, and forecast development is generally consistent with regional-level general plan data to promote active transportation and reduce GHG emissions. The projected regional development, when integrated with the proposed regional transportation network in Connect SoCal, would reduce per-capita GHG emissions related to vehicular travel and achieve the GHG reduction per capita targets for the SCAG region.

Connect SoCal does not require that local general plans, proposed projects, or zoning be consistent with the SCS, but provides incentives for consistency to governments and developers. The Certified EIR concluded that because the Approved Project would not result in population growth and would incorporate VMT reduction strategies, the Approved Project would be consistent with Connect SoCal and impacts would be less than significant. The Modified Project would implement Mitigation Measure TRAF-1 and would result in similar impacts with respect to population growth.

Ontario CCAP

To ensure new development projects are consistent with the Ontario CCAP, the CCAP includes implementation of a development review process to reduce GHG emissions associated with new development. The development review process sets procedures for evaluating GHG impacts and determining significance for CEQA purposes by using the "Greenhouse Reduction Measures Screening Thresholds Tables" to mitigate project GHG emissions that exceed the threshold level. The screening tables provide a menu of options that both ensure implementation of the reduction strategies and flexibility for projects to reduce GHG emissions to levels that align with the City's reduction goals. The Certified EIR analyzed the Approved Project's consistency with the applicable strategies of the CCAP in Table 5.8-7, Ontario Regional Sports Complect Consistency with CCAP Strategies, of the Certified EIR. While the Approved Project was found to be consistent with the strategies in the CCAP, Mitigation Measure GHG-4 was incorporated to ensure that individual development projects in the ORSC would adhere to the measures in the CCAP. This mitigation measure requires projects in PAs 2 through 4 to either achieve a 100-point score under the CCAP's GHG performance standards (Table 6, "Screening Table for Implementing GHG Performance Standards for Commercial, Office, Medical, Hotel, Industrial, and Retail Development, 2030," of the CCAP) or demonstrate that annual emissions would not exceed the applicable GHG efficiency threshold.

For purposes of showing consistency with the Ontario CCAP and demonstrating compliance with Mitigation Measure GHG-4, a comparison of the Modified Project's emissions to the applicable efficiency threshold of the CCAP is shown in Table 8-1. The Modified Project is anticipated to become operational before 2030; therefore, the 8.84 $MTCO_2e$ per 2,500 square

feet of conditioned space efficiency metric was utilized to determine the Modified Project's consistency with the CCAP. As shown in Table 8-1, the Modified Project's emissions would exceed the 8.84 $MTCO_2e$ per year efficiency metric of the CCAP for nonresidential development projects, with an estimated efficiency of 100.5 $MTCO_2e$ per year per 2,500 square feet of conditioned space, which is principally the result of the Modified Project's mobile and energy-source GHG emissions. Therefore, the Modified Project will be required to achieve a 100-point score in the screening table of the CCAP (Table 6 of the CCAP) to show compliance with Mitigation Measure GHG-4.

Furthermore, like the Approved Project, the Modified Project would be consistent with all relevant strategies in the Ontario CCAP. The Modified Project would largely be subject to the same regulatory requirements as development in the rest of the ORSC, including requirements related to energy efficiency, transportation emissions reductions, offroad equipment emissions reductions, waste diversion, and water use efficiency. The Modified Project would also be required to comply with all applicable mitigation measures under the Approved Project that align with the strategies in the CCAP, including Mitigation Measures GHG-1, GHG-2, GHG-3, and TRAF-1. Thus, the Modified Project would not result in a new impact or substantial increase in the severity of impacts when compared to the Certified EIR with respect to consistency with the CCAP.

Therefore, the Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required. Mitigation Measures GHG-1, AQ-2, and TRAF-1a are applicable to the Modified Project. Additionally, the following mitigation measures from the Certified EIR are applicable to the Modified Project. Modification was made to Mitigation Measure GHG-4 to reflect edits for specifying the pathway of compliance outlined in the measure. Because the Modified Project's GHG emissions would exceed the applicable CCAP GHG efficiency threshold, the Modified Project would need a 100-point score on the CCAP's Table 6 screening table.

GHG-3 The City of Ontario shall require that the parking lots and parking structure install electric vehicle spaces in compliance with the voluntary Tier 2 standards under Section A5.106.5.3.2 of the Non-residential Voluntary Measures in the 2022 California Green Building Standards Code. All site plans submitted to the City of Ontario Planning Department shall illustrate compliance with Section A5.106.5.3.2.

GHG-4 The City of Ontario shall require applicants to design and construct buildings in Planning Areas 2, 3, and 4 to achieve a 100-point score with the 2022 Community Climate Action Plan (CCAP), Table 6, "Screening Table for Implementing GHG Performance Standards for Commercial, Office, Medical, Hotel, Industrial, and Retail Development, 2030." ~~Alternatively, the analysis of development projects can be done through emissions calculations to demonstrate equivalent reductions using CalEEMod or a similar tool. Projects that do not use the CCAP Screening Tables to demonstrate consistency with the 2022 CCAP must demonstrate that they will generate annual GHG emissions that do not exceed the following emission screening thresholds from the CCAP:~~

~~1. For residential development completed between 2020 and 2030, the~~

~~project shall not produce GHG emissions greater than 5.85 MTCO2e/dwelling unit.~~

~~2. For residential development completed after 2030, the project shall not produce GHG emissions greater than 1.53 MTCO2e/dwelling unit.~~

~~3. For nonresidential developments of all types completed between 2020 and 2030, the project shall not produce GHG emissions greater than 8.84 MTCO2e/2,500 square feet of conditioned space.~~

~~4. For nonresidential developments of all types completed after 2030, the project shall not produce GHG emissions greater than 3.61 MTCO2e/2,500 square feet of conditioned space.~~

~~For projects that include both residential and nonresidential space, the residential and nonresidential components must be assessed separately against their respective applicable thresholds.~~

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?

Summary of Certified EIR Finding: The Certified EIR concluded that the handling, use, transport, and disposal of hazardous materials during the construction phase of the Approved Project would also comply with existing regulations of the Environmental Protection Agency (EPA), the San Bernardino County Environmental Health Division, Occupational Safety and Health Administration (OSHA), California Division of Occupational Safety and Health, and US Department of Transportation. Operation of the Approved Project may involve the routine storage and use of small quantities of commercially available hazardous materials for routine maintenance (e.g., paint, cleaning supplies, and fuel). The routine handling and use of hazardous materials by workers would be performed in accordance with OSHA regulations, which included training requirements for workers and a requirement that hazardous materials were accompanied by manufacturer's Safety Data Sheets. Compliance with these existing regulations would ensure that workers and nearby residents were protected from exposure to hazardous materials that may be transported, stored, or used on-site. Therefore, impacts would be less than significant.

Discussion of Effects: A significant impact may occur if a project would involve the use or disposal of hazardous materials as part of its routine operations, or would have the potential to generate toxic or otherwise hazardous emissions that could adversely affect sensitive receptors. As demonstrated in the analysis below, the Modified Project would result in the same uses that were anticipated in the Certified EIR and would not result in a hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Project Construction

General Construction Hazardous Waste

Heavy equipment (e.g., dozers, excavators, tractors) would operate on the subject

property during construction of the Modified Project. Heavy equipment is typically fueled and maintained by petroleum-based substances such as diesel fuel, gasoline, oil, and hydraulic fluid, which is considered hazardous if improperly stored or handled. Also, materials such as paints, adhesives, solvents, and other substances typically used in building construction would be located on the Project site during construction. Improper use, storage, or transportation of hazardous materials can result in accidental releases or spills, potentially posing health risks to workers, the public, and the environment. This is a standard risk on all construction sites, and there would be no greater risk for improper handling, transportation, or spills associated with the Modified Project than would occur on any other similar construction site. Construction contractors would be required to comply with all applicable federal, State, and local laws and regulations regarding the transport, use, and storage of hazardous construction-related materials, including but not limited requirements imposed by the EPA, OSHA, San Bernardino County Environmental Health Division, California Department of Toxic Substances Control (DTSC), South Coast AQMD, and Santa Ana Regional Water Quality Control Board (RWQCB). Consistent with the findings of the Certified EIR, with mandatory compliance with applicable hazardous materials regulations, the Modified Project would not create a significant hazard to the public or the environment through routine transport, use, or disposal of hazardous materials during the construction phase.

Project Operation

The Modified Project includes the development of a hotel with commercial uses. Once constructed, the Modified Project would use hazardous materials primarily for maintenance activities, including for maintenance of the proposed building, swimming pool, and other site improvements. The uses proposed by the Modified Project typically do not present a hazard associated with the accidental release of hazardous substances into the environment because the future visitors and employees are not anticipated to use, store, dispose, or transport large volumes of hazardous materials. Hazardous substances associated with operations are typically limited in both amount and use such that they can be contained without impacting the environment. Routine maintenance activities for the Modified Project may include the storage and use of hazardous materials such as cleansers, solvents, pesticides, pool cleaning supplies, paint, fertilizers, and similar materials. No manufacturing, industrial, or other uses utilizing large amounts of hazardous materials would occur within the Project site. Typical use of household hazardous materials would not generally result in the transport, disposal, or release of hazardous materials in an amount that would create a significant hazard to the public or environment.

Operation of the Modified Project would be required to comply with all applicable federal, State, and local regulations to ensure the proper transport, use, and disposal of hazardous substances. Consistent with the findings of the Certified EIR, with mandatory regulatory compliance, potential hazardous materials impacts associated with long-term operation of the Modified Project is not expected to pose a significant hazard to the public or environment through the routine transport, use, or disposal of hazardous materials. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

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?

Summary of Certified EIR Finding: The Certified EIR discussed thresholds b and d together and concluded that the Phase I Environmental Site Assessments (ESAs) conducted identified

Recognized Environmental Conditions (RECs) from the current and/or historical agricultural fields and dairy farm and livestock farming operations. Additionally, the ORSC site was listed in Hazardous Waste Tracking System (HWTS), Hazardous Waste Information System (HAZNET), CalEPA Regulated Site Portal (CERS), Enforcement Action Listing (ENF), California Integrated Water Quality System (CIWQS), National Pollutant Discharge Elimination System (NPDES), Exposure Model for Individuals (EMI), Facility Index System (FINDS), Statewide Environmental Evaluation and Planning System Underground Storage Tank (SWEEPS UST), San Bern. Co. Permit, and Hazardous Substance Storage Container (HIST UST), Facility Inventory Database for Underground Storage Tanks (CA FID UST), and San Bernardino County Permit databases for the generation of minor quantities of hazardous wastes, previous minor violations, various emissions, a 550-gallon diesel-fuel UST, and for having an active NPDES permit. Therefore, impacts regarding the release of and exposure to soil contaminants on the ORSC site would be potentially significant.

Mitigation Measure HAZ-1 would require additional review and testing of the ORSC site through Phase I and Phase II ESAs. Any contaminated media exceeding the applicable regulatory thresholds would be remediated in accordance with state and local agency requirements. This requirement would ensure that all RECs at the ORSC site are identified, documented, and remediated, as necessary or applicable. Mitigation Measure HAZ-1 would therefore reduce risks to human health and potential impacts of hazards and hazardous materials to less than significant. With the implementation of Mitigation Measure HAZ-1, impacts would be less than significant.

Discussion of Effects: The Project site is located within the 15 Dairy Farm LLC study area and the Certified EIR concluded that the Project site is included in the HWTS, San Bernardino County Permits, CIWQS, and FINDS databases. The Phase I ESA also recognized the USTs onsite as an environmental concern; however, it was concluded that it is not considered a REC because the UST did not have unauthorized releases.

Construction

During Project construction, there is a possibility of accidental release of hazardous substances such as petroleum-based fuels or hydraulic fluid used for construction equipment. The level of risk associated with the accidental release of hazardous substances is not considered significant due to the small volume and low concentration of hazardous materials utilized during construction. The construction contractor would be required to use standard construction controls and safety procedures that would avoid and minimize the potential for accidental release of such that any materials released are appropriately contained and remediated as required by local, State, and federal law.

The Modified Project would comply with the requirements of applicable laws and regulations governing upsets and accidents including the requirements of the hazardous materials disclosure program, the California Accidental Release Prevention Program, the hazardous materials release response plans and inventory program, and California Health and Safety Code Section 25500. These requirements would ensure that all potentially hazardous materials are handled in an appropriate manner and would minimize the potential for upset and accident conditions. For example, all spills or leakage of petroleum products during construction activities are required to be immediately contained, the hazardous material identified, and the material remediated in compliance with applicable State and local regulations for the cleanup and disposal of that contaminant. All contaminated waste would be required to be collected and disposed of at an appropriately licensed disposal or treatment facility. As part of the demolition and grading that occurred on the Project site, Mitigation Measure HAZ-1 was completed and all contaminated soils and/or material encountered was disposed of at a regulated site and in accordance with applicable laws and regulations prior to the completion of grading to ensure no significant impacts related to the release of hazardous materials into the environment would

occur. Therefore, the Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Operation

Regulatory requirements pertaining to upsets and accidents following during the construction phase would also be implemented during the operational phase. As discussed previously, the Modified Project does not proposed uses that would include any components associated with the transport, use, or disposal of hazardous materials beyond those typical of a similar land use, which would be conducted in accordance with all applicable local, State, and federal regulations. General cleaning activities on-site that contain toxic substances are usually low in concentration and small in amount; therefore, there is no significant risk to humans or the environment from the use of such cleaning products. Therefore, with mandatory regulatory compliance, the Modified Project would not increase the potential for accident conditions which could result in the release of hazardous materials into the environment. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances or waste within one-quarter mile of an existing or proposed school?

Summary of Certified EIR Finding: The Certified EIR concluded that there were no schools within 0.25 miles; therefore no impacts would occur with respect to use and emission of hazardous materials near schools.

Discussion of Effects: The Project site is within 0.25 mile of the existing or proposed school. The closest school to the Project site is the Live Oak State Preschool School, located approximately 0.2 miles to the northeast of the Project site. As discussed under Response 10.a, with mandatory regulatory compliance, potential hazardous materials impacts associated with long-term operation of the Modified Project is not expected to pose a significant hazard to the public or environment through the routine transport, use, or disposal of hazardous materials. Therefore, implementation of the Modified Project would not have the potential to emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within 0.25 miles of an existing or proposed school. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

d. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

Summary of Certified EIR Finding: As discussed above, the Certified EIR concluded that the ORSC site was listed under various databased and additional review and testing would be required. Mitigation Measure HAZ-1 would ensure that all RECs at the ORSC site are identified, documented, and remediated, as necessary or applicable. With the implementation of Mitigation Measure HAZ-1, impacts would be less than significant.

Discussion of Effects: As discussed above under Response 9.b, the Project site is included HWTS, San Bernardino County Permits, CIWQS, and FINDS databases; however, the Project site does not contain any RECs, nor is the Project site affected by any off-site hazards or hazardous materials. Additionally, completion of Mitigation Measure HAZ-1 ensured the Modified Project would not create a significant hazard to the public or the environment. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required. Mitigation Measure HAZ-1 would be applicable to the Modified Project.

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?

Summary of Certified EIR Finding: The Certified EIR concluded that the ORSC site was approximately 2.8 miles south of Ontario International Airport (ONT) and approximately 2.2 miles northeast of the Chino Airport. The site was within the Influence Areas of both airports but outside the Safety Zones and noise contours of both airports. The ORSC site was, however, within the FAA Height Notification Surface zone for ONT, which requires the FAA to be notified of any construction that would result in a structure that exceeds a 100:1 slope projecting 20,000 feet from the nearest ONT runway. Moreover, the Approved Project did not require FAA notification since the maximum height of the proposed structures does not conflict with the ONT airspace protection zones. A consistency determination analysis was completed by the City for submittal to ONT-IAC and found no conflicts with the airport safety zones. Therefore, impacts would be less than significant.

Discussion of Effects: As discussed above, the Project site is located within the ONT and Chino Airports Influence Area, but outside of the safety and noise contours. Additionally, previous consistency determination analysis determined no conflicts with the airport safety zones. Therefore, the Modified Project would not result in a safety hazard or excessive noise for people residing or working in the Project area. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

f. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

Summary of Certified EIR Finding: The Certified EIR concluded that the Approved Project would be expected to increase the volume of vehicles leaving the site in event of an emergency, which could hinder traffic conditions and impede the ability of emergency vehicles to access the site. Mitigation Measure TRAF-2 would require a Parking and Event Traffic Management Plan (TMP) to ensure that traffic on weekends with major events, such as baseball game at the Minor League Baseball Stadium or tournaments and games held at the City park and indoor athletic facility building, would not impede emergency operations or local traffic. The TMP would also involve coordination with the Ontario Fire Department and Police Department to provide sufficient emergency access and traffic control on-site. Additionally, Mitigation Measure TRAF-3 required preparation and implementation of a construction management plan to ensure that construction activities do not interfere with emergency access. Therefore, with the implementation of Mitigation Measures TRAF-2 and TRAF-3, the Approved Project would not conflict with

implementation of emergency response or evacuation plans during construction or operation, and impacts would be less than significant.

Discussion of Effects: Construction of the Modified Project would be generally confined to the Project site and would not physically impair access to the site or the Project area. During both construction and long-term operation, the Modified Project would be required to maintain adequate emergency access for emergency vehicles as required by the City and the OFD. In addition, the Modified Project will comply with the requirements of the OFD and all City requirements for fire and other emergency access. As concluded in the Certified EIR, Mitigation Measure TRAF-3 would require a construction management plan to ensure construction activities would not impair the City's emergency response plan or evacuation plan. Moreover, as part of the City's Design Review process, the City reviewed the Project's application materials to ensure that the design of the Project would meet City requirements, appropriate emergency ingress and egress would be available to-and-from the Project site and that the Project would not substantially impede emergency response times in the local area. Therefore, the Modified Project would not impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required. The following mitigation measure from the Certified EIR is applicable to the Modified Project:

TRAF-3 Prior to issuance of grading permits, the construction contractor shall prepare and submit a construction management plan. The construction management plan shall be approved by the City of Ontario Public Works Department. The construction management plan shall identify construction hours, truck routes, travel patterns for haul routes, staging and parking areas, staggered worker arrival times, and safety procedures for pedestrians and cyclists. The construction management plan shall prohibit the use of heavy construction vehicles during peak hours. The plan shall also require the construction contractor to implement the following measures during construction activities, which shall be discussed at the pre-grading conference/meeting:

- Minimize obstruction of through-traffic lanes and provide temporary traffic controls, such as a flag person, during all roadway improvement activities to maintain adequate access for emergency vehicles and personnel.

- Develop a traffic plan to minimize interference for emergency vehicles and personnel from demolition and construction activities (e.g., advanced public notice of demolition and construction activities).

g. Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?

Summary of Certified EIR Finding: The Certified EIR concluded that the ORSC site was not in a designated fire hazard severity zone and did not contain unique slopes or other factors that would exacerbate wildfire risks. Therefore, the Approved Project would not expose people or structures to a significant risk of loss, injury, or death involving wildland fires and impacts would be less than significant.

Discussion of Effects: As discussed above, the Project site is not located with a SRA or VHFHSZ in a LRA(CAL FIRE, 2025) and does not contain factors that would exacerbate wildland fire risk. Implementation of the Modified Project would not expose people or structures to a significant risk involving wildland fires and would not exacerbate the risk or result in post-wildfire hazards (e.g., landslides, mudflows, and flooding). Therefore, the Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

10. HYDROLOGY & WATER QUALITY. Would the project:

The analysis in this section are based on the Water Quality Management Plan and Hydrology and Hydraulic Study prepared by Hariya INC (Hariya) dated October 2025 and is provided in their entirety as Appendices B.1 and B.2 of this Addendum.

a. Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?

Summary of Certified EIR Finding: The Certified EIR concluded that clearing, grading, excavation, and construction activities associated with the Approved Project had the potential to impact water quality through soil erosion and increasing the amount of silt and debris carried in runoff. To minimize these potential impacts, future development associated with the Approved Project would require compliance with the State Water Resources Control Board (SWRCB) Construction General Permit (CGP) Order WQ 2022-0057-DWQ, which included the preparation and implementation of a Stormwater Pollution Prevention Plan (SWPPP). In addition, the City of Ontario required that an erosion and sediment control plan be submitted prior to grading plan approval and the issuance of a grading permit. Submittal of the permit registration documents and implementation of the SWPPP and the erosion control plan throughout the construction phase of the Apported Project would address anticipated and expected pollutants of concern as a result of construction activities. As a result, water quality impacts associated with construction activities would be less than significant.

Once the Approved Project has been constructed, urban runoff could include a variety of contaminants that could impact water quality. Preliminary and final Water Quality Management Plans (WQMPs) would be required for the ORSC under the MS4 permit prior to the start of construction. The WQMPs would identify BMPs for prevention of stormwater pollution during the post-construction phase, including site-design, source-control, and/or treatment BMPs. Preliminary stormwater control plans for the Approved Project included the use of the off-site Mill Creek Wetlands, which could accommodate a runoff discharge volume from up to 120 acres of the ORSC site associated with the open space-recreation land uses, and on-site BMPS, such as bio-retention areas, underground detention facilities, and permeable landscaping and planter areas. The ORSC would comply with the BMPs in the WQMPs in addition to all State, County, and local regulations regarding stormwater runoff during the operational phase. Therefore, water quality standards and waste discharge requirements would not be exceeded, and surface water and groundwater quality would not be degraded. Impacts would be less than significant.

Discussion of Effects: As demonstrated in the analysis below, the Modified Project would not violate any water quality standards or waste discharge requirements. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Temporary Construction-Related Activities

Construction of the Modified Project would involve grading, paving, utility installation, construction, and landscaping activities. Construction activities would result in the generation of potential water quality pollutants such as silt, debris, chemicals, paints and solvents, and other chemicals with the potential to adversely affect water quality. As such, short-term water quality impacts have the potential to occur during construction of the Modified Project in the absence of protective or avoidance measures.

Construction activities would disturb the 3.41-acre site; therefore, the Modified Project is subject to the requirements of the SWRCB GCP, as previously analyzed in the Certified EIR. Mandatory adherence to the CGP and implementation of measures outlined in the SWPPP would ensure that the Modified Project does not violate any water quality standards or waste discharge requirements during construction activities. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Post-Development Water Quality Impacts

The site would be developed with a proposed hotel building up to 158,272 s.f. and 25,337 s.f. of commercial uses along with associated parking and landscaping. To meet the requirements of the NPDES permit, the Project Applicant would be required to prepare and implement a WQMP. Implementation of the WQMP ensures on-going, long-term protection of the watershed basin.

According to the Modified Project's Preliminary WQMP, included as Appendix B.1, the Modified Project is designed to include on-site structural source control BMPs consisting of underground stormtech infiltration system and catch basins. In addition, operation source control BMPs would be implemented, including but not limited to, litter/debris control program, inspection of the infiltration basins after each landscape procedure, vacuum sweeping of private streets and parking lots, and education/training of site occupants and employees on stormwater BMPs (Hariya, 2025a). Compliance with the Preliminary WQMP and long-term maintenance of proposed on-site water quality control features would be required by the City to ensure the long-term effectiveness of all on-site water quality features.

Consistent with the findings of the Certified EIR, the Modified Project's mandatory compliance with all applicable regulations would further reduce potential water quality impacts during long-term operation. Implementation of the Modified Project would have a beneficial impact on water quality because it would capture all on-site flows and treat flows prior to being discharged into the City's storm drainage system. Based on the foregoing analysis, the Modified Project would not violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality or result in potential discharge of stormwater to affect beneficial uses of receiving waters. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

b. Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin)?

Summary of Certified EIR Finding: The Certified EIR concluded that the Approved Project would increase the amount of impermeable surfaces thus reducing groundwater recharge. Approximately 46 percent of the City's water supply was groundwater pumped by the City from

the Chino Groundwater Basin; groundwater pumping was managed by OMUC so that domestic demands did not exceed the safe yield for the basin. The Approved Project's estimated water demand would be met by the City's existing available water supply documented in the 2015 and 2020 Urban Water Management Plans and the Approved Project would not substantially deplete groundwater supplies. Although development of the Apported Project would increase the amount of impervious surfaces and could potentially impact groundwater recharge, the ORSC was required to implement BMPs and Low Impact Development (LID) measures in accordance with the County WQMP guidance and the regional MS4 permit. With implementation of stormwater control measures to be included in the preliminary and final WQMPs for the Approved Project, the potential for the Approved Project to substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin would be less than significant.

Discussion of Effects: Water supply to the Modified Project would be provided by OMUC and would not require the direct use of groundwater at the Project site. Therefore, the Modified Project would not require direct additions or withdrawals of groundwater. Excavation that would result in the interception of existing aquifers or penetration of the existing water table is not proposed or anticipated. In addition, the total water demand for the Approved Project was estimated to be 215,748 gallons per day (gpd) or 242 acre-feet per year (afy). Using the water demand[1] from the Certified EIR, the Modified Project would result in a total water demand of 39,280[2] gallons per day (gpd) compared to the Approved Project's demand of 37,786 gpd for PAs 2 through 4. Therefore, the Modified Project would result in an nominal increase of 1,494 gpd in water demand. As discussed in Response 19.b, both the 2015 and 2020 UWMP anticipated a total of 606 acre-feet per year (afy) for the ORSC site from the Armstrong Ranch Specific Plan. Therefore, the increase in water demand from the Modified Project would be anticipated under the UWMPs and the Modified Project would not substantially deplete groundwater supplies. Consistent with the findings of the Certified EIR, the Modified Project would be required to comply with the measures in the WQMP. Therefore, impacts on groundwater would be less than significant. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

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;

Summary of Certified EIR Finding: The Certified EIR concluded that the Approved Project would involve site improvements that required grading, excavation, and soil exposure during construction, with the potential for erosion or siltation to occur. If not controlled, the transport of these materials to local waterways could temporarily increase suspended sediment concentrations and release pollutants attached to sediment particles. To minimize this impact, the Approved Project would be required to comply with the requirements in the State's CGP, including preparation of a notice of intent and SWPPP prior to the start of construction activities. In addition, the City of Ontario required preparation of an erosion and sediment control plan and implementation of BMPs to control erosion, debris, and construction-related pollutants. For post-

[1] Hotel: 130 gpd/room; Retail: 1,800 gpd/acre
[2] 130 gpd/room x 226 + 1,800 gpd x 5.5 acre = 39,280 gpd

construction, the Approved would be required to control stormwater discharges under NPDES Permit through preparation of a WQMP identifying BMPs for reducing or eliminating runoff. Collectively, implementation of BMPs outlined in SWPPPs, erosion and sediment control plans, and WQMPs, would address anticipated erosion and siltation impacts. Therefore, impacts would be less than significant.

Discussion of Effects: Under existing conditions, the Project site does not contain a stream or river; therefore, the Modified Project does not have the potential to alter the course of a stream or river. No impacts would occur in this regard. Refer to Response 10.a. Project construction would temporarily expose on-site soils to surface water runoff. Additionally, the Modified Project would be required to prepare a WQMP identifying BMPs for reducing or eliminating runoff. Consistent with the findings of the Certified EIR, compliance with construction-related BMPs and/or the SWPPP erosion and sediment control plans, and WQMPs would control and minimize erosion and siltation, resulting in a less than significant impact. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

ii. Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on or off-site;

Summary of Certified EIR Finding: The Certified EIR concluded that the Approved Project would increase the amount of impermeable surfaces at the ORSC site, which could result in on- and off-site flooding. The City's standard conditions of approval for new development also required the preparation of hydrology studies and drainage analyses that documented the peak runoff rates from the developed site and evaluate the capacity of the storm drain system to accept these flow rates. Additionally, the BMPs determined in the preliminary and final WQMPs and planned drainage improvements would reduce the potential for on- and off-site flooding during the operational phases. Therefore, impacts would be less than significant.

Discussion of Effects: The Project site is currently undeveloped and graded; redevelopment of the site would not increase impervious surfaces compared to the Approved Project. According to the Hydrology and Hydraulic Study prepared by Hariya, included as Appendix B.2, runoff from the site will sheet flow over the parking areas into the ribbon gutter and curb and gutter system. The runoff will then be intercepted by catch basins and conveyed further by storm drain system into the underground stormtech infiltration system located at the southeastern portion of the site. Using an 18-inch storm drain outlet structure, the excess runoff will be discharged into the curb inlet located offsite at the southeastern corner of the site along A-street.

Moreover, the total 10-year and 100-year peak flow rate tributary to the Project site with the proposed storm drainage systems at proposed condition area approximately 0.06 cubic feet for second (cfs)and 8.79 cfs, which are slightly less than the existing conditions of 6.32 cfs and 10.86 cfs, respectively. The proposed underground stormtech infiltration system will reduce the post-developed flow rate to less than 81% of their corresponding predeveloped flow rate (Hariya, 2025b). Therefore, runoff discharge from the Project site would not have an adverse effect to the existing storm drain system downstream. The Modified Project would not substantially increase the rate or amount of surface runoff in a manner which would result in flooding on or off-site. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

iii. Create or contribute runoff water which would exceed the capacity or existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff;

Summary of Certified EIR Finding: The Certified EIR concluded that stormwater from the ORSC site would drain into on-site storm drains and be initially conveyed to the Lower Cucamonga Creek Spreading Grounds south of the site, and eventually into the Cucamonga Creek Channel. In compliance with the MS4 Permit and San Bernardino County Stormwater Program, the Approved Project would also be required to install stormwater treatment BMPs that retained the 2-year, 24-hour rainfall event. These BMPs would ensure that surface runoff from the Approved Project would not exceed the capacity of the local storm drain system and reduce the impacts of any increases in surface water flows that enter the storm drainage systems. Therefore, impacts would be less than significant.

Discussion of Effects: As stated above, according to the Project's Hydrology and Hydraulic Study, included as Appendix B.2, runoff from the implementation of the Modified Project would be less compared to existing conditions during both 10-year and 100-year storm events (Hariya, 2025b). Accordingly, the Modified Project would not create or contribute runoff that would exceed the capacity of any existing stormwater drainage system. Consistent with the finding of the Certified EIR, stormwater generated by the Modified Project will be discharged in compliance with the statewide NPDES General Construction Activities Stormwater Permit and San Bernardino County MS4 permit requirements. With the full implementation of a SWPPP developed in compliance with the General Construction Activities Permit requirements, the BMPs included in the SWPPP, and a stormwater monitoring program would reduce any impacts to below a level of significance. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

iv. Impede or redirect flood flows?

Summary of Certified EIR Finding: The Certified EIR concluded that since the Approved Project is required to comply the regional MS4 Permit and detain the ORSC's design capture volume, any flood flows would also be detained temporarily through either on-site BMPs or the use of designated off-site drainage basins. This would minimize the potential for flooding impacts from the ORSC site and threshold d below discussed the potential of for impeding or redirecting flood flows with development in areas within the 100-year floodplain would be less than significant. Therefore, impacts related to impeding or redirecting flood flows would be less than significant.

Discussion of Effects: According to the Federal Emergency Management Agency (FEMA) flood map No. 06071C8638H, the Project site is located within Zone X, an area with 0.2% Annual Chance Flood Hazard (FEMA, 2008). Consistent with the findings of the Certified EIR, the Modified Project would be required to comply with the regional MS4 permit. Additionally, as discussed above, the Modified Project's drainage system would result in less runoff compared to existing conditions. Therefore, the Modified Project would not impede or redirect flood flows and impacts would be less than significant. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

d. In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?

Summary of Certified EIR Finding: The Certified EIR concluded the ORSC site was not located within a 100-year floodplain. While the ORSC site was immediately west of the Cucamonga Channel, the channel was considered to have sufficient capacity to convey flood flows (100-year, 24-hour storm event) for the Ontario sphere of influence and upstream drainages. Preparation of a hydrological study, as required for projects in 500-year floodplains by TOP 2050 would ensure that the Approved Project would not exacerbate risk of flood hazards at the ORSC site. Additionally, the ORSC site was within the dam inundation zone of San Antonio Dam. The reservoir behind the dam is usually dry, but can fill with up to 11,880 acre-feet of water after large flood events. Dam inundation is characterized as of medium concern in the City's Local Hazard Mitigation Plan and the City of Ontario had never been impacted by a major dam failure. In addition, dam owners were required to maintain emergency action plans (EAPs) that included procedures for damage assessment and emergency warnings. Because the likelihood of catastrophic failure of the San Antonio Dam was very low and the City had EAP notification procedures, impacts of release of pollutants due to dam inundation were considered less than significant. Moreover, the ORSC site was inland and approximately 30 miles from the ocean and was not at risk of flooding due to tsunamis. Therefore, impacts associated with the release of pollutants due to inundation would be less than significant.

Discussion of Effects: As discussed above, the Project site is not in a FEMA 100-year flood zone and the Project-specific hydrological study (Technical Appendix B.2) demonstrated that runoff from the implementation of the Modified Project would be less compared to existing conditions during both 10-year and 100-year storm events, which would ensure that the Modified Project would not exacerbate risk of flood hazards at the Project site. Additionally, consistent with the findings of the Certified EIR, the likelihood of catastrophic failure of the San Antonio Dam is very low and the Project site is outside of any tsunami hazard zone. Therefore, the Modified Project would not result in a risk of pollutant release due to inundation from a flooding event, tsunami, or seiche zones. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

e. Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

Summary of Certified EIR Finding: The Certified EIR concluded that the City's groundwater supplies were from the Chino Groundwater Basin, which was adjudicated and managed by the Chino Basin Watermaster. The Chino Basin was exempt from legislative requirements under the Sustainable Groundwater Management Act (SGMA) because it was an adjudicated basin and was not required to prepare a groundwater sustainability plan. As discussed above, implementation of the SWPPP, and adherence to the State CGP and the City's Erosion and Sediment Control Plan requirements would ensure that surface and groundwater quality were not adversely impacted during construction. Additionally, the Approved Project would be required to comply with the Santa Ana River Basin Plan and to control pollutants in discharges of stormwater from postconstruction activities under NPDES Permit through preparation of WQMPs. Therefore, the Approved Project would not obstruct or conflict with the RWQCB's Basin Plan or any groundwater management plan, and impacts would be less than significant.

Discussion of Effects: As discussed under Response 10.a, the Project site is within the Santa Ana River Basin; therefore, Project-related construction and operational activities would be required to comply with the Santa Ana RWQCB's Santa Ana River Basin Water Quality Control Plan by preparing and adhering to an SWPPP and WQMP. Additionally, as discussed previously, implementation of the Modified Project would not conflict with or obstruct the Santa Ana River Basin Water Quality Control Plan.

The Project site is located within the Chino Groundwater Basin. Upon development, the Project site will be connected to the City's public water supply and there will be no onsite wells for use of groundwater. The City manages both the potable and non-potable supplies to ensure withdrawals from the Chino Groundwater Basin do not exceed the safe yield for the Basin, as per the Chino Basin Watermaster's Optimum Basin Management Program (OBMP). Therefore, the Modified Project would not obstruct or conflict with the OBMP. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

11. LAND USE & PLANNING. Would the project:

a. Physically divide an established community?

Summary of Certified EIR Finding: The Certified EIR concluded that the closest established residential communities to the ORSC site were the Countryside Specific Plan neighborhood to the east of the ORSC site and the Vineyard South neighborhood north of the ORSC site. To accommodate the proposed uses on the ORSC site, Riverside Drive and Ontario Avenue would be widened, and Vineyard Avenue would be extended south of Riverside Drive to Chino Avenue. These roadway improvements would also help to improve connection between the communities surrounding the ORSC site. All development would occur within the boundaries of the ORSC site and in surrounding roadways, and would not physically divide an existing community. Therefore, impacts would be less than significant.

Discussion of Effects: The Project site is located in an area that is currently developed with urban land uses. Existing recreational development borders the site to the north and west, and residential uses to the east beyond the Cucamonga Channel. The Project Applicant would redevelop the site with hospitality and commercial uses with associated parking and landscaping improvements, consistent with the TOP 2050 land use plan. The Modified Project will be of similar design and size to surrounding development and development will be confined to the Project site and surrounding roadways. The Modified Project would not have the potential to physically divide an established community, and no adverse impacts are anticipated. Therefore, the Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

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?

Summary of Certified EIR Finding: The Certified EIR concluded that the Approved Project would require a General Plan Amendment and zone change and the proposed amendment and

zone change would not result in physical impacts to the environment. The Approved Project would also be consistent with the goals and policies of TOP 2050 Policy Plan and complied with SB 330 and SB 166, resulting in no net loss of residential units in the City. Moreover, the Approved Project would be consistent with SCAG's Connect SoCal and the land use compatibility plans of ONT and the Chino Airport. Therefore, impacts would be less than significant.

Discussion of Effects: The Project site is designated for Hospitality by the TOP 2050 Land Use Plan and has Convention Center Support Commercial zoning designation. The Project Applicant would redevelop the Project site in accordance with the adopted land use and zoning designations. No General Plan Amendment or zone change would be required under the Modified Project. The Modified Project is consistent with the TOP 2050 Policy Plan and does not interfere with any policies for environmental protection. As such, no impacts are anticipated. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

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?

Summary of Certified EIR Finding: The Certified EIR concluded that the ORSC site and Offsite Improvement Area is within MRZ-3, where the significance of mineral deposits cannot be determined from the available data. Development in an MRZ-3 area would not result in significant impacts because mineral resources of statewide or local importance were not identified on the California Geological Survey's Production-Consumption (P-C) Region maps. The ORSC site was not within an MRZ-2 area; therefore, the Approved Project would not result in the loss of availability of a known mineral resource in Ontario.

Discussion of Effects: As discussed above, the Project site is designated as MRZ-3. Therefore, no impacts to mineral resources are anticipated. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

13. NOISE. Would the project result in:

The analysis in this section is based on *the Noise & Vibration Technical Memorandum for Hotel Ontario Aloft + Residence Inn Project* prepared by PlaceWorks dated November 17, 2025. This report is provided in its entirety as Appendix C of this Addendum.

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?

Summary of Certified EIR Finding: The Certified EIR concluded that nighttime construction noise impacts were predicted to occur for sensitive receptors. To reduce construction noise impacts during nighttime hours to below the significant impact threshold, Mitigation Measure N-1 required installation of temporary noise barriers around the work site that have sufficient heights to block the direct line-of-sight between the onsite construction areas and off-site noise sensitive receptors. Additional mitigation measures, including positioning of equipment away from sensitive receptors and minimizing equipment idling, would further reduce overall noise levels during construction activities. Therefore, with the implementation of Mitigation Measure N-1, construction impacts would be reduced to less than significant levels.

During operation, the Approved Project would result in potentially significant long-term increase in noise levels associated with traffic noise, and commercial noise. Traffic generated by the Approved Project would result in a substantial increase in noise levels in the vicinity of noise-sensitive land uses. However, there are no feasible mitigation measures that would reduce traffic generated by vehicles associated with the Approved Project. Therefore, traffic noise impacts would be significant and unavoidable.

To ensure compliance with the more stringent overnight noise levels in the City's Municipal Code (45 dBA at single-family residences from 10:00 pm to 7:00 am), Mitigation Measure N-2 required that HVAC equipment for the indoor athletic facility be designed and/or placed to yield a sound level less than 58 dBA at 50 feet and Mitigation Measure N-3 required that HVAC equipment noise levels on all other structures, including the proposed hotel, retail spaces, Chicken N Pickle, community center, and pool building, be limited to 65 dBA at 50 feet to ensure compliance with nighttime limits at residences to the east along Plymouth Avenue. With the implementation of Mitigation Measures N-2 and N-3, commercial noise would reduce to less than significant noise levels.

Discussion of Effects:

Construction Noise Impacts

The Modified Project would redistribute the commercial/retail and hotel space within PAs 2 through 4 of the ORSC site, resulting in an overall reduction in building square footage across these PAs of the ORSC. Due to the overall decrease in building space under the Modified Project when compared to the Approved Project and corresponding decrease in the duration of construction activity, on-site construction activities and the associated construction noise levels during maximum activity days, which are used for measuring impact significance, would be similar to those of the Modified Project.

The Certified EIR concluded that the maximum daytime construction noise levels at the nearest receptor group to PAs 2 through 4, Receptor Group 5 (see Figure 9, *Noise-Sensitive Receptor Groups*; residences east of the Cucamonga Creek Channel), would be 72 dBA, as shown in Table 5.13-14, Ontario Regional Sports Complex Daytime Cumulative Construction Noise, of the Certified EIR. These maximum noise levels were anticipated to occur during Phase 1A of the ORSC, which included mass grading of the ORSC site. Construction of the retail and hospitality uses of PA 2 through 4 was anticipated in Phases 1B and 2, when noise levels would reach a maximum of 68 dBA at Receptor Group 5. As shown in Table 5.13-10, Source Noise Levels for Construction Equipment, of the Certified EIR, the average Lmax of the loudest piece of equipment used for construction of the ORSC is 92 dBA at 50 feet. The nearest sensitive receptor to the Modified Project in Receptor Group 5 is approximately 140 feet east of the boundary of PA 2. Noise levels from the loudest pieces of equipment would attenuate to 78 dBA at the outdoor activity areas of these residences, accounting for a 3 dBA reduction from the existing sound wall.

Therefore, conservatively assuming that the loudest pieces of equipment would be used at the boundary of the Project site, the maximum noise level of this activity would not exceed the FTA threshold of 80 dBA Leq for residential areas. Daytime construction impacts under the Modified Project would remain less than significant. Though construction of the retail and hospitality uses in PAs 2 through 4 was not anticipated to occur at night, the provisions of Mitigation Measure N-1 would apply to all construction under the ORSC, including the portion under the Modified Project. Compliance with this measure would result in a further reduction of construction noise. Therefore, nighttime construction impacts would also be less than significant. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Operational Noise Impacts

Traffic Noise

A project will normally have a significant effect on the environment related to traffic noise if it substantially increases the ambient noise levels for adjoining areas. Most people can detect changes in sound levels of approximately 3 dBA under normal, quiet conditions, and changes of 1 to 3 dBA under quiet, controlled conditions. Changes of less than 1 dBA are usually indiscernible. A change of 5 dBA is readily discernible to most people in an outdoor environment. Based on this, a significant impact would occur if traffic noise increases by 3 dBA.

Table 6-2, *Average Daily Trip Generation Comparison for the Approved Project and Modified Project*, shows that trips to the ORSC would decrease on the typical weekday with a stadium event scenario and would increase on Saturdays under both the "one tournament, no baseball stadium event" and "baseball stadium event with no tournament" scenarios. A doubling in daily traffic trips due to the Modified Project would result in a 3 dBA increase. The increase of 114 trips on Saturdays under the Modified Project represents a 1.4 percent increase in Saturday average daily traffic trips. This increase would result in a noise level increase of less than 1 dBA due to the Modified Project. Therefore, traffic noise impacts under the Modified Project are expected to remain similar to those under the Approved Project. Though impacts would continue to remain significant and unavoidable, the Modified Project would not result in new or increase the severity of traffic-related noise impacts compared to the Certified EIR.

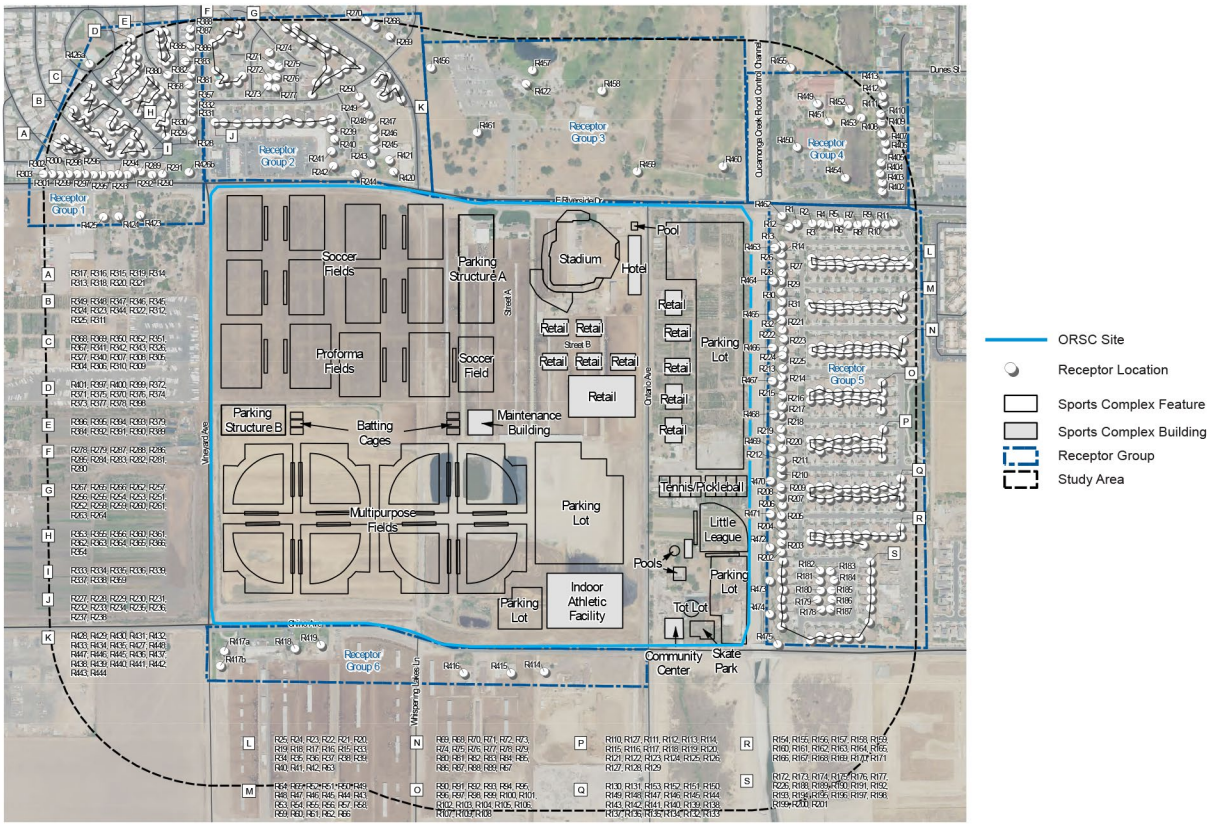


Figure 9: Noise-Sensitive Receptor Groups

Stationary Source Noise

The Modified Project would result in a reduction of building square footage across PAs 3 and 4, which would also reduce the amount of noise-producing stationary sources in these PAs, including HVAC equipment, loading docks, emergency generators, and maintenance equipment. The proposed hotel in PA 2 would result in an increase in hotel square footage in this PA when compared to the Approved Project. According to Project site plans, the distance from the footprint of the hotel complex to the nearest sensitive receptor (residences east of the ORSC in Receptor Group 5) is approximately 370 feet.

To ensure that noise levels associated with the proposed hotel meet the City's Municipal Code standards for noise from HVAC equipment at sensitive receptor locations, in addition to other development within PAs 2 through 4, the Modified Project would be required to implement Mitigation Measure N-3. As noted in the Certified EIR, noise associated with loading docks at hotel uses in PAs 2 through 4 would not result in noise levels that exceed the City's noise standards at sensitive receptor locations. The loudest potential noise source from loading dock activities would be movement alarms on trucks that result in noise levels of 74 dBA at 50 feet. However, this activity would only occur in the daytime hours (7:00 am to 10:00 pm), and noise levels would attenuate to 59 dBA at the nearest sensitive receptors. At 370 feet, the distance of the proposed hotel building to the nearest sensitive receptor, noise levels associated with loading dock activities would attenuate to 57 dBA. Similar to the Approved Project, potential stationary noise under the Modified Project would not exceed the City's maximum allowable noise standards pursuant to Municipal Code Section 5-29.04.

With implementation of Mitigation Measure N-3, impacts would continue to remain less than significant, and the Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required. The following mitigation measures from the Certified EIR are applicable to the Modified Project:

N-1 The construction contractor shall implement the following measures during construction activities on the ORSC site and Offsite Improvement Area. These measures shall be identified on demolition, grading, and/or building permits.

- Prior to construction activities that warrant nighttime construction (e.g., infrastructure work, concrete pours, etc.), the construction contractor shall install noise pathway controls, including noise barriers and enclosures free from gaps and holes, which shall be placed as close as possible to construction areas. The temporary noise barrier shall be a sufficient height to block the direct line-of-sight between the on-site construction areas and off-site noise sensitive receptors and shall be a minimum of 6 feet tall and shall be constructed out of wood or other materials with a minimum surface weight of approximately 2.5 pounds per square foot.

- Construction equipment operating on a site shall be equipped with the appropriate manufacturer's noise reduction devices, including but not limited to a manufacturer's muffler (or equivalently rated material) that is free of rust, holes, and exhaust leaks.

- Noise from construction devices with internal combustion engines shall be mitigated by ensuring that the engine's housing doors are kept closed, and by using noise-insulating material mounted on the engine housing that does not interfere with the manufacturer's guidelines for engine operation or exhaust.

- Portable compressors, generators, pumps, and other such devices shall be covered with noise-insulating fabric to the maximum extent possible that does not interfere with the manufacturer's guidelines for engine operation or exhaust, and shall further reduce noise by operating the device at lower engine speeds during the work to the maximum extent possible.

- Idling on-site of heavy-duty diesel vehicles with Gross Vehicle Weight Rating of 10,000 pounds shall be limited to no longer than five minutes while parking, standing, or stopping, as per 13 California Code of Regulations Section 2485, Airborne Toxic Control Measure to Limit Diesel-Fueled Commercial Motor Vehicle Idling.

- Quieter back-up alarms on construction equipment shall be used whenever feasible.

- Construction vehicles shall be strategically positioned to minimize operation near receptors and avoiding tailgate slamming to the extent possible.

N-3 **HVAC Equipment, Planning Areas 2, 3, 4, and 7 Buildings.** An acoustics study shall be provided to the City of Ontario prior to building permit issuance for new structures with HVAC systems in Planning Areas 2, 3, 4, and 7 that documents compliance with the overnight noise levels in the City's municipal code (45 dBA at single-family residences from 10:00 pm to 7:00 am). HVAC equipment for the indoor athletic facility shall be designed and/or placed to yield a sound level less than 65 dBA at 50 feet to ensure compliance would result in a noise level of approximately 44 dBA at residential land uses to the east along Plymouth Avenue. Noise associated with operation of heating and cooling equipment shall be minimized by the design and strategic placement of equipment.

b. Generation of excessive groundborne vibration or groundborne noise levels?

Summary of Certified EIR Finding: The Certified EIR concluded that vibration-inducing activities that were proposed for construction of the Approved Project included the use of vibratory rollers, bulldozers, and dump trucks. The highest vibration level when evaluating for structural damage was 0.1601 Peak Particle Velocity (PPV), which was below the Federal Transit Administration's (FTA's) damage impact criteria. This level was predicted to occur at the commercial strip mall at 1919 East Riverside Avenue, which was approximately 32 feet from the ORSC site. Therefore, sensitive structures farther away would also have no damage impact from construction, and impacts would be less than significant.

Vibration annoyance predictions were calculated to estimate an approximate distance to impact for vibratory rollers, bulldozers, and dump trucks. For an annoyance impact to occur, a vibratory roller would need to be used closer than 27 feet; a large bulldozer would need to be

used closer than 12 feet; and a dump truck/loaded truck would need to be used closer than 12 feet. The nearest vibration-sensitive receptor to the proposed work areas was approximately 35 feet away. Therefore, no vibration annoyance is predicted to occur during construction, and impacts would be less than significant.

Discussion of Effects: As previously stated, the closest off-site building to the ORSC noted in the Certified EIR is 32 feet north of the ORSC site. The closest buildings to PAs 2 through 4 are the residences east of the ORSC site along Plymouth Avenue, approximately 140 feet away. Since the Modified Project's use of construction equipment would remain largely the same as that under the Approved Project, vibration impacts under the Modified Project would remain the same as under the Approved Project. Therefore, the Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

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?

Summary of Certified EIR Finding: The Certified EIR concluded that the ORSC site was approximately 2.8 miles south of ONT and approximately 2.2 miles northeast of the Chino Airport. The site was within the influence areas of both airports but outside the safety zones and noise contours of both airports. Therefore, the Approved Project would not expose people to substantial levels of airport-related noise, and impacts would be less than significant.

Discussion of Effects: As discussed above, the Project site is located within the ONT and Chino Airport Influence Area, but outside of the safety and noise contours. Therefore, the Modified Project would not expose people residing or working in the project area to excessive noise levels and impacts would be less than significant. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

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)?

Summary of Certified EIR Finding: The Certified EIR concluded that although the Approved Project would increase the number of jobs in the City, it was not expected to induce population growth and the jobs created by the Approved Project were expected to be filled by the existing local and regional labor pool. Additionally, the Approved Project did not include residential uses; however, the Approved Project would need to comply with SB 330 and SB 166 to offset the loss of housing potential identified in TOP 2050 for the ORSC site. To ensure compliance with State housing laws, the Approved Project would redesignate 94 acres along the Vineyard Corridor, south of the ORSC site, to a more intense land use designation—from LDR to MDR. This action is solely to replace the housing capacity designated for the ORSC site under TOP 2050 and to comply with State housing laws. The Approved Project would therefore not facilitate unplanned population growth due to the production of housing. Consequently, impacts would be less than significant.

Discussion of Effects: The Modified Project would result in the development of an 226-key hotel and does not include a residential component. As discussed previously, the proposed hotel would generate approximately 8 hotel staff. Total buildout of the Modified Project would result in a total of 212 employees[3], compared to the Approved Project's 505 employees in PAs 2 to 4, resulting in a decrease of 293 employees. According to the California Employment Development Department (EDD), as of July 2025, the City of Ontario has a labor force of 95,000 persons and of that labor force, 5,300 are unemployed (unemployment rate of 5.6 percent) (EDD, 2025). According to SCAG's 2020-2045 Regional Transportation Plan/Sustainable Communities Strategy, the City of Ontario is anticipated to employ approximately 187,700 persons by 2050 (SCAG, 2024). Additionally, the TOP 2050 projected 296,002 employees in 2050. Therefore, the Modified Project is consistent with both the SCAG's 2045 and TOP 2050 employment projections for the City. Project-generated jobs are negligible and well within the employment projections for the City of Ontario. Operation of the Modified Project would not induce substantial unplanned population growth in the Project area, either directly or indirectly and would not exceed regional or local growth projections. Therefore, no impacts are anticipated. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

b. Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?

Summary of Certified EIR Finding: The Certified EIR concluded that the ORSC site was primarily utilized for agricultural use but contained some single-family homes, and development of the ORSC site would require the removal of these rural residential units, resulting in the displacement of one resident at the existing dairy. However, the City had a vacancy rate of 4.7 percent and therefore was expected to have adequate housing capacity to accommodate the displaced resident. Implementation of the Approved Project would not result in the need to rebuild existing homes or construct replacement housing. Therefore, impacts with regard to displacement would be less than significant.

Discussion of Effects: The Project site does not contain any housing and there are no people living at the Project site that would be displaced by the Modified Project. Therefore, no impacts are anticipated. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

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:

[3] Using a generation rate of 1 employee per 400 square feet for retail uses: 81,567.98 s.f./400 = 204 employees. 204 + 8 hotel staff = 212 employees

i. Fire protection?

Summary of Certified EIR Finding: Fire prevention services were provided by the Ontario Fire Department (OFD) with Station 3 being the primary response station. The Certified EIR concluded that the Approved Project would result in periodic and permanent increases in demand for fire protection and emergency medical services on the ORSC site due to the increased activities onsite including employees and attendees of games and events at the proposed baseball stadium, as well as daily employment and visitors of the proposed retail, hotel, and City park and community recreation center uses. While the Approved Project would result in increased activity on the ORSC site and would therefore increase the number of fire protection and emergency service calls when compared to existing site conditions, it would not require the construction or alteration of fire protection facilities for the purposes of maintaining service ratios, response times, or other performance objectives for OFD fire protection services, as stated by correspondence with OFD. Project design plans would be reviewed by OFD, and potential fire protection and emergency service needs for high-attendance events on the ORSC site would be communicated to OFD. Additionally, development impact fees (DIF) would also be collected in order to build and supply necessary fire and emergency service needs. Therefore, impacts to fire protection services would be less than significant.

Discussion of Effects: Although the Modified Project would involve an increased number of rooms within the proposed hotel than previously anticipated in the Certified EIR, overall buildout would result in an overall reduction in commercial uses compared to the buildout of the Approved Project previously analyzed under the Certified EIR. Accordingly, the development activities proposed by the Modified Project were planned by the Approved Project and, thus, the Modified Project's demand for fire protection services was anticipated by the Certified EIR. The proposed building would be constructed in accordance with the applicable provisions of the adopted California Fire Code (CFC) and the City's Municipal Code Section 4-4.01, ordinances, and standard conditions regarding fire prevention and suppression measures related to water improvement plans, fire hydrants, fire access, and water availability. The Modified Project will not require the construction of any new fire protection facilities or alteration of any existing fire protection facilities or cause a decline in the levels of service, which could cause the need to construct new fire protection facilities. Consistent with the findings of the Certified EIR, DIF would also be collected in order to build and supply necessary infrastructure for fire protection services, as necessary. Therefore, the Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

ii. Police protection?

Summary of Certified EIR Finding: Police protection services were provided by the Ontario Police Department (OPD). The Certified EIR concluded that though the Approved Project would increase activity on the ORSC site, thereby increasing the number of potential service calls to the ORSC site when compared to existing conditions, the Approved Project would not require the construction or alternation of OPD facilities in order to maintain OPD's performance objectives for police services. Additionally, OPD did not anticipate any concerns with providing service to the ORSC so long as the ORSC incorporated the recommend lighting and security features required by the City's Municipal Code and traffic-reduction measures in the event traffic management plan. Pursuant to the City's existing permitting process, the City's Building Department would review final site plans for the ORSC to ensure that crime prevention through design measures and other OPD recommendations are incorporated as part of the ORSC. Furthermore, the ORSC would

be required to pay DIFs to help offset costs associated with providing police services to the ORSC. Therefore, impacts to police protection services would be less than significant.

Discussion of Effects: Overall buildout of the Modified Project would result in an overall reduction in commercial uses compared to the buildout of the Approved Project previously analyzed under the Certified EIR. Accordingly, the development activities proposed by the Modified Project were planned by the Approved Project, thus, the Project's demand for police protection services was anticipated by the Certified EIR. Exterior cameras will be mounted at building entrances, pool area, patio area, and parking lot. The Project plans would be reviewed and approved by the City's Building and Police Departments, which would ensure that adequate safety and crime prevention measures are provided within the Project's design. The Modified Project will not require the construction of any new police protection facilities or alteration of any existing police protection facilities or cause a decline in the levels of service, which could cause the need to construct new police protection facilities. Consistent with the findings of the Certified EIR, DIF would also be collected in order to build and supply necessary infrastructure for police protection services, as necessary. Therefore, the Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

iii. Schools?

Summary of Certified EIR Finding: The ORSC site was the attendance areas of three public school districts, Chino Valley Unified School District for elementary, junior high, and high school (western portion of site); Mountain View School District (MVSD) for elementary and junior high school (eastern portion of site); and Chaffey Joint Union High School District (CJUHSD) for high school (eastern portion of site). The Certified EIR concluded that the Approved Project did not include residential uses and therefore would not increase the student population in the school districts that serve the site. Additionally, MVSD stated that the change of planned use for the ORSC site from residential under the Armstrong Ranch Specific Plan to stadium/commercial/recreation under the ORSC may reduce the need for an elementary school in the vicinity and would not result in impacts to MVSD's long term plans. Therefore, impacts to school services would be less than significant.

Discussion of Effects: The Project site is within the school boundaries of MVSD and CJUHSD. The Project Applicant proposes to redevelop the site with a hotel and commercial uses. Implementation of the Modified Project does not include residential uses with the potential to result in substantial direct growth in the population, nor an increase in student population. The Project Applicant would develop the Project site within the total buildout of the Approved Project and, thus, the Modified Project's indirect demand for public school services was anticipated by the Certified EIR. Additionally, the Modified Project would be required to pay school fees as prescribed by state law prior to the issuance of building permits. Therefore, the Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

iv. Parks?

Summary of Certified EIR Finding: Park services were discussed under the Recreation section of the Certified EIR. The Certified EIR concluded that impacts to recreation would be less than significant. Details on the summary findings are discussed below in Section 16.

Discussion of Effects: The Modified Project does not include residential uses and would not introduce new residents to the City necessitating the need for additional parks. The Modified Project will not require the construction of any new parks or alteration of any existing parks or cause a decline in the levels of service, which could cause the need to construct new park facilities. Therefore, the Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

v. Other public facilities?

Summary of Certified EIR Finding: The Certified EIR concluded that the demand on libraries is based on the generation of a resident population and the Approved Project would not introduce any new permanent residents that may become patrons of the Ontario Library System. Therefore, implementation of the Approved Project would not directly create a demand for public library facilities and would not directly result in the need to modify existing or construct new library and no impact would occur to library services or facilities.

Discussion of Effects: The Modified Project does not include residential uses and would not introduce new residents to the City necessitating the need for additional public facilities. The Modified Project will not require the construction of any new public facilities or alteration of any existing public facilities or cause a decline in the levels of service, which could cause the need to construct new public facilities. Therefore, the Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

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 that have an adverse physical effect on the environment?

Summary of Certified EIR Finding: The Certified EIR concluded that the Approved Project included a variety of multiuse sports and recreational facilities, including soccer fields, baseball fields, an indoor gymnasium for basketball and volleyball, an aquatics facility, a skate park, pickleball/tennis courts, trails and open space, and playgrounds, in addition to the baseball stadium and supporting hospitality and retail. These facilities would be available for use by the public and would increase the total parks and recreation land acreage in the city to 662.82 acres, which is an approximately 25 percent increase to the current 528.66 acres. The Approved Project did not involve residential uses and therefore would not contribute to population growth in the City that would increase the use of other existing parks and recreational facilities. Because the

Approved Project would increase the acreage of recreational amenities in the City, no impact would occur.

Discussion of Effects: The Modified Project is not proposing any new housing or large employment generator that would cause an increase in the use of neighborhood parks or other recreational facilities. The Modified Project would include recreation facilities such as outdoor pool, spa and kiddie pool, and multiple outdoor patios with an outdoor bar and fire pits that would serve future hotel patrons. Construction of these facilities are discussed throughout this Addendum. Therefore, the Modified Project does not require the expansion of recreational facilities. Implementation of the Modified Project would not result in any adverse physical effects on the environment due to the construction of recreational facilities. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

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?

Summary of Certified EIR Finding: The Certified EIR concluded that the Approved Project included street widening and intersection improvements from half width to potentially full width along Vineyard Avenue, Riverside Drive, and Chino Avenue. None of the roadways immediately adjacent to the ORSC site had bike lanes (Class II) or designated bike routes (Class III). New roadways would include bicycle and pedestrian facilities in accordance with the City's Circulation Plan and the proposed bicycle facilities on the internal and improved roadway segments would improve overall access throughout the ORSC site. The Approved Project would also enhance pedestrian facilities throughout the ORSC site by providing new sidewalks and enhanced lighting and landscaping in addition to bicycle lanes, which would enhance pedestrian safety. Moreover, the Approved Project did not include new transit service; however, existing transit system would continue to serve the site. Therefore, no significant impacts associated with conflicts with the City's multimodal plans would occur, and impacts would be less than significant.

Discussion of Effects:

Roadway Improvements

Roadway improvements surrounding the Project site was analyzed as part of the Certified EIR. The Modified Project would not require roadway improvements at nearby intersections. All proposed improvements within the public right-of-way of the Project site would be installed in conformance with City design standards. Therefore, the Modified Project would not result in any new, increased or substantially different impacts related to roadway improvements, other than those previously considered and addressed in the Certified EIR.

Bicycle and Pedestrian Facilities

The Project site is not located along a bikeway. As concluded in the Certified EIR, new roadways would include bicycle and pedestrian facilities in accordance with the City's Circulation Plan. As part of the Approved Project, bicycle infrastructure on roadways immediately adjacent to the ORSC site, including a Class I multiuse trail along the west side of Vineyard Avenue and Class II bike lanes along Riverside Drive between Vineyard Avenue and the Cucamonga

Channel. The Project would be confined to the Project site and would not conflict within the existing or planned bikeways. In addition, the Modified Project would provide bike racks to accommodate bicycle access to the Project stie.

The Project site features (buildings, parking areas, etc.) would be connected by ADA compliant sidewalks and striped crosswalks within the parking areas to the existing ensure pedestrian access throughout Project site. Additionally, the Modified Project would install sidewalks on C Street, A Street, South Champions/Hellman Avenue, and Riverside Drive. Implementation of the Modified Project would not interfere with the City's Active Transportation Plan. No impacts would occur.

Transit

Transit service to the City is provided by OmniTrans. The closest bus route to the Project site is Route 82 with a bus stop located at the northwestern corner of the Project site. The City of Ontario strives to provide a transit system that serves as a viable alternative to automobile travel. The Project would support transit use by improving existing pedestrian and bicycle facilities in the Project area. The Project would not introduce new features to any public road that would affect transit in the Project area. As such, a less than significant impact would occur.

As demonstrated, the Modified Project would not conflict with the City's Mobility Element, and impacts associated with conflict of an applicable program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities would be less than significant. Therefore, the Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

b. Conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)?

Summary of Certified EIR Finding: The Certified EIR concluded that VMT would increase under the Approved Project. Mitigation Measures TRAF-1 and TRAF-2 would reduce potential impacts for future development projects to the extent feasible. Future development in the ORSC would need to consider transportation demand management (TDM) measures consistent with those identified in the Mobility Element. In addition, Mitigation Measure TRAF-2 would reduce VMT during events. Implementation of TDM measures could reduce VMT by up to 6,101,308 miles, or by up to approximately 10 percent; however, annual average weekday VMT would continue to exceed the City's threshold. Therefore, VMT impacts would remain significant and unavoidable.

Discussion of Effects: Trip generation represents the amount of traffic that is attracted to and produced by a development project. As shown in Table 6-2, *Average Daily Trip Generation Comparison for the Approved and Modified Project*, three scenarios were considered in the trip generation estimates include a "typical weekday with a stadium event" scenario and two scenarios for Saturday trips—one accounts for a tournament at the athletic facilities and no baseball stadium event; the other accounts for a baseball stadium event and no tournaments. As shown in Table 6-2, the Modified Project would result in an increase in trips during the scenarios modeled for events on Saturdays, but would result in a decrease in trips during the weekday scenario. Overall buildout of the Modified Project would result in an overall reduction in commercial uses compared to the buildout of the Approved Project previously analyzed under the Certified EIR. Accordingly, the development activities proposed by the Modified Project were planned by the Approved Project, thus, the Modified Project's VMT would anticipated in the Certified EIR. Consistent with the findings of the Certified EIR, Mitigation Measure TRAF-1 would be

applicable to the Modified Project and require the preparation of Transportation Demand Management measures. With the implementation of Mitigation Measure TRAF-1a, Project's VMT impact would remain significant and unavoidable and would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required. Mitigation Measure TRAF-1a is applicable to the Modified Project.

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?

Summary of Certified EIR Finding: The Certified EIR discussed thresholds c and d together and concluded that the traffic and circulation components of the Approved Project would be designed and constructed in accordance with all applicable City of Ontario design standards for emergency access to address fire and emergency access needs. During the building plan check and development review process, the City would coordinate with OFD and OPD to ensure that the necessary fire prevention and emergency response features are incorporated and that adequate circulation and access is provided. Therefore, impacts on emergency access would be less than significant. Additionally, all off-ramp queues are forecast to be contained within the available storage capacity and are not anticipated to affect the freeway mainline. Therefore, impacts to Caltrans facilities would be less than significant. Moreover, parking demand created by the events at the outdoor and indoor sports park would not create traffic hazards.

However, construction activities would generate truck traffic that has the potential to generate traffic hazards, and events would generate substantial population at the ORSC site. Mitigation Measure TRAF-3 would require preparation and implementation of a construction management plan. With implementation of Mitigation Measure TRAF-3, potential impacts associated with construction hazards would be reduced to a level that is less than significant. Mitigation Measure TRAF-2 would require preparation of a Parking and Event TMP to ensure that traffic on weekends with major events would not impede emergency operations or local traffic. The TMP would be prepared to analyze traffic conditions during an event and provide recommendations to direct traffic operations. Therefore, no significant impacts relating to event traffic would remain, and impacts would be less than significant.

Discussion of Effects: The Modified Project's potential to increase hazards as a result of a geometric design feature has been assessed to provide adequate access/circulation. The Modified Project's circulation plan has been designed to be compatible with all foreseeable vehicles. Vehicular access will be provided via a total of 3 driveways: one each on C Street, A Street, and South Champions/Hellman Avenue. The Modified Project area is generally characterized by recreational uses. Traffic generated by the Modified Project would be typical of a hotel and be compatible with the type of traffic generated by the existing and surrounding development. In addition, all proposed improvements within the public right-of-way would be installed in conformance with City design standards. The City of Ontario Engineering Department reviewed the Modified Project's application materials and determined that no hazardous transportation design features would be introduced by the Modified Project. At the time of final grading, landscape, and street improvement plans, the City will further review project access points to ensure adequate sight distance. Accordingly, the Modified Project would not create or substantially increase safety hazards due to a design feature or incompatible use and impacts would be a less than significant.

The Modified Project will be designed to provide access for all emergency vehicles and meet all applicable OFD and OPD access requirements to ensure that adequate access would be provided for emergency vehicles at Project build out. During construction activities that include road and sidewalk improvements, the Modified Project would provide adequate emergency access along abutting roadways during temporary construction activities within the public right-of-way. As concluded in the Certified EIR, Mitigation Measure TRAF-3 would require a construction management plan to ensure construction activities would not impair the City's emergency response plan or evacuation plan. As a result, the Modified Project would not a less than significant impact to emergency access. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required. Mitigation Measure TRAF-3 is applicable to the Modified Project.

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.

Summary of Certified EIR Finding: The Certified EIR concluded that results of the Sacred Lands File (SLF) check conducted through the Native American Heritage Commission (NAHC) was negative and did not indicate the presence of known tribal cultural resources within or immediately adjacent to the ORSC site. In accordance with AB 52 and SB 18 requirements, the City sent invitation letters to the Native American contacts provided by the NAHC and two tribes, the Gabrieleño Band of Mission Indians–Kizh Nation and the Cahuilla Band of Indians, responded. Construction of the Approved Project would require excavation and grading of the ORSC site in addition to trenching along Vineyard Avenue for the off-site sewer extension that could lead to the potential to uncover tribal cultural resources during construction. Mitigation Measures TCR-1 through TCR-3 would reduce potential impacts associated with tribal cultural resources to a level that is less than significant. Therefore, no significant unavoidable adverse impacts relating to tribal cultural resources would remain.

Discussion of Effects: As analyzed in Response 5.a, there are no resources on the Project site that are eligible for listing in the California Register of Historical Resources or in a local register of historical resources as defined by Public Resources Code Section 5020.1(k).Therefore, implementation of the Modified Project would not result in a substantial adverse change in the significance of a listed historical resource. Additionally, the Certified EIR concluded that no resources were recorded in the ORSC site. However, since the Modified Project would require excavation for construction into previously undisturbed soils, there is a potential to uncover undiscovered prehistoric artifacts or tribal cultural resources during excavation. Therefore, while unlikely, the presence of subsurface tribal cultural resources on the Project site remains possible,

and these could be affected by ground-disturbing activities associated with construction at the Project site. As a result, consistent with the findings of the Certified EIR, implementation of Mitigation Measures TCR-1 through TCR-3 would ensure preclude potential impacts to tribal cultural resources as defined in Public Resources Code 5024.1(c). Therefore, the Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required. The following mitigation measures from the Certified EIR are applicable to the Modified Project:

TCR-1 **Tribal Cultural Resources Monitoring.** The project archaeologist, in consultation with interested tribes and the City of Ontario, shall develop an archaeological monitoring plan (AMP) to address the details, timing, and responsibility of archaeological and cultural activities that will occur on the ORSC site and Offsite Improvement Area. Details in the AMP shall include:

1. Project-related ground disturbance (including, but not limited to, brush clearing, grading, trenching, etc.) and development scheduling;

2. The development of a rotating or simultaneous schedule in coordination with the developer and the project archeologist for designated Native American Tribal Monitors from the consulting tribes during grading, excavation, and ground-disturbing activities on the site: including the scheduling, safety requirements, duties, scope of work, and Native American Tribal Monitors' authority to stop and redirect grading activities in coordination with all project archaeologists. Tribes shall coordinate as to Tribal Monitoring concurrent with development;

3. The protocols and stipulations that the City, Tribes, and project archaeologist will follow in the event of inadvertent cultural resources discoveries, including any newly discovered cultural resource deposits that shall be subject to a cultural resources evaluation.

At least 30 days prior to application for a grading permit and before any brush clearance, grading, excavation, and/or ground-disturbing activities on the site, the developer shall retain a tribal cultural monitor to monitor all ground-disturbing activities in an effort to identify any unknown archaeological resources.

Pursuant to the AMP, a tribal monitor from the consulting tribes shall be present during the initial grading activities. If tribal resources are found during grubbing activities, the tribal monitoring shall be present during site grading activities.

TCR-2 **Treatment and Disposition of Cultural Resources.** In the event that Native American cultural resources are inadvertently discovered during the course of any ground-disturbing activities, including but not limited to brush clearance, grading, trenching, etc., at the ORSC site or Offsite Improvement Area, the following procedures will be carried out for treatment and disposition of the discoveries:

1. Temporary Curation and Storage: During the course of construction, all discovered resources shall be temporarily curated in a secure location on-site or at the offices of the project archaeologist. The removal of any artifacts from the ORSC site and Offsite Improvement Area will need to be thoroughly inventoried with tribal monitor oversight of the process;

2. Treatment and Final Disposition: The landowner(s) shall relinquish ownership of all cultural resources, including sacred items, burial goods, and all archaeological artifacts and nonhuman remains as part of the required mitigation for impacts to cultural resources. The City shall relinquish the artifacts through one or more of the following methods:

    a. Accommodate the process for on-site reburial of the discovered items with the consulting Native American tribes or bands. This shall include measures and provisions to protect the future reburial area from any future impacts. Reburial shall not occur until all cataloging, basic analysis, other analyses as recommended by the project archaeologist and approved by consulting tribes, and basic recordation have been completed; all documentation should be at a level of standard professional practice to allow the writing of a report of professional quality;

    b. A curation agreement with an appropriate qualified repository in San Bernardino County that meets federal standards per 36 CFR Part 79, and therefore the resource would be professionally curated and made available to other archaeologists/researchers for further study. The collections and associated records shall be transferred, including title, to an appropriate curation facility in San Bernardino County, to be accompanied by payment of the fees necessary for permanent curation;

    c. For purposes of conflict resolution, if more than one Native American tribe or band is involved with the project and cannot come to an agreement as to the disposition of cultural materials, materials shall be curated at the San Bernardino County Museum by default;

    d. At the completion of grading, excavation, and ground-disturbing activities on the site, a Phase IV Monitoring Report shall be submitted to the City documenting monitoring activities conducted by the project archaeologist and Native Tribal Monitors within 60 days of completion of grading. This report shall document the impacts to the known resources on the property; describe how each mitigation measure was fulfilled; document the type of cultural resources recovered and the disposition of such resources; provide evidence of the required cultural sensitivity training for the construction staff held during the required pregrade meeting; and, in a confidential appendix, include the daily/weekly monitoring notes from the archaeologist. All reports produced will be submitted to the City, County Museum, and consulting tribes.

TRC-3 **Unanticipated Discovery of Human Remains and Associated Funerary or Ceremonial Objects.** Native American human remains are defined in Public Resources Code Section 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.

a) If Native American human remains and/or grave goods are discovered or recognized on the ORSC site or Offsite Improvement Area, then Public Resource Code 5097.9 as well as Health and Safety Code Section 7050.5 shall be followed.

b) Human remains and grave/burial goods shall be treated alike per California Public Resources Code section 5097.98(d)(1) and (2).

c) Preservation in place (i.e., avoidance) is the preferred manner of treatment for discovered human remains and/or burial goods.

d) Any discovery of human remains/burial goods shall be kept confidential to prevent further disturbance.

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?

Summary of Certified EIR Finding: The Certified EIR concluded that the Approved Project would result in an increase in wastewater generation with the addition of residential and nonresidential land uses to an existing property currently on septic systems. Additionally, the Approved Project would require the expansion of the existing sewer infrastructure and the sewer installations would be require to comply with the City's Municipal Code Chapter 7, Section 6-7.707, Sanitary Sewer Installation Policy and the Setting of Sewer Connection Fees. Additionally, the OMUC regularly provides and prioritizes sewer projects for inclusion in the latest Capital Improvements Program (CIP), which includes a budget for wastewater infrastructure improvements over a five-year planning horizon. Therefore, there would be no significant impacts on wastewater infrastructure.

Additionally, the City's potable water and recycled water distribution systems would be improved and expanded with completion of the Approved Project. Planned new construction and expansion of the water distribution system due to the Approved Project would not significantly impact water treatment nor the City's water distribution system. Additionally, OMUC had capital improvement projects to monitor and upgrade their potable water and recycled water distribution systems, as described in their Water and Recycled Water Master Plans. Therefore, there would be no significant impacts on water infrastructure.

Development contemplated by the Approved Project would result in an increase in impervious surfaces, which in turn could result in an increase in stormwater runoff, higher peak discharges to drainage channels, and the potential to cause nuisance flooding in areas without adequate drainage facilities. The Approved Project would be required to comply with the City's storm drain policies and the MS4 permit, which would require the preparation of hydrology reports and drainage plans for review and approval by the City to ensure that there are no adverse impacts to the City's storm drain system. Also, the Approved Project would need to prepare a

WQMP that addresses stormwater runoff and requires the construction of stormwater treatment facilities for temporary on-site retention of stormwater runoff. These requirements would minimize the amount of stormwater runoff from potential future development. Compliance with the City's policies and programs that ensure adequate infrastructure and the regulatory provisions in the MS4 permit that limit runoff from new development would ensure that implementation of the Approved Project would not result in significant increases in runoff that would contribute to the construction or expansion of new storm drains beyond what is already planned. Therefore, impacts with respect to stormwater infrastructure would be less than significant.

The Approved Project included undergrounding electric transmission lines along Chino Avenue and may include undergrounding of transmission lines along Riverside Drive. SCE forecasts that it will have sufficient electricity supplies to meet demands in its service area. Additionally, electricity used on-site would be offset through solar panels required under Mitigation Measure GHG-2. Moreover, natural gas service would be extended to the ORSC site, provided by SoCalGas through connections to existing off-site gas distribution lines and new on-site infrastructure. Furthermore, a number of franchised telecommunications providers are available in the region, and no significant expansion or construction of the telecommunications network is anticipated as a result of implementation of the Approved Project. The Approved Project also included an extension of the City's OntarioNet fiber optic network to the ORSC site. Although the dry utilities infrastructure to the ORSC site would be extended, the construction or relocation of these facilities would not cause significant environmental effects, and impacts would be less than significant.

Discussion of Effects:

Water and Wastewater

The Modified Project would include the installation of water and wastewater lines within the Project site. Water would be accommodated via proposed 6-inch water lines from the northeastern portion of the building to the existing 12-inch water main on C Street. Additionally, a proposed 2-inch recycled water line would extend from the southwestern portion of the proposed building to the existing12-inch recycled water main on South Champions/Hellman Avenue. Sewer would be accommodated via proposed 8-inch and 10-inch sewer lines that would extend from the northeastern and southeastern corners of the building to an existing 10-inch sewer mains on C Street and South Champions/Hellman Avenue.

Although the Modified Project would result in new water and wastewater line connections, these connections would occur on-site and would be part of the Modified Project's construction phase, which is evaluated throughout this Addendum. The construction of the Modified Project's water and wastewater lines necessary to serve the Modified Project would not result in any significant physical effects on the environment that are not already identified and disclosed as part of this Addendum. Impacts would be less than significant.

Stormwater Drainage

Runoff from the site will sheet flow over the parking areas into the ribbon gutter and curb and gutter system. The runoff will then be intercepted by catch basins and conveyed further by storm drain system into the underground stormtech infiltration system located at the southeastern portion of the site. Using an 18-inch storm drain outlet structure, the excess runoff will be discharged into the curb inlet located offsite at the southeastern corner of the site along A-street. Refer to the analysis under Section 10, Hydrology and Water Quality, Threshold c.ii, above. As discussed, stormwater runoff would be treated on site and would not require relocation or construction of new or expanded storm water drainage infrastructure which could cause significant environmental effects. Therefore, impacts would be less than significant.

Dry Utilities

Electricity will be provided by the Southern California Edison (SCE), natural gas would be provided via Southern California Gas Company (SoCal Gas) and fiber optic would be provided by OntarioNet. Connections to the existing utility networks are available in the Project area and any offsite improvements would occur within improved rights-of-way, which are inherent to the Modified Project's construction phase and have been evaluated throughout this Addendum. Therefore, the Modified Project would not require or result in the construction or expansion of new facilities, and impacts would be less than significant.

Based on the preceding, the Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

b. Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?

Summary of Certified EIR Finding: The Certified EIR concluded that the Approved Project would result in an increase in water demand with the addition of a Minor League Baseball Stadium, a community center and indoor athletic facility, and other nonresidential land uses to an existing property currently on private groundwater wells. The total water demand for the Approved Project was estimated to be 215,748 gallons per day (gpd) or 242 acre-feet per year (afy). Based on the land use maps and future water demand and population projections provided in Appendix B of the 2015 Urban Water Management Plan (UWMP) and Appendix E of the 2020 UWMP, water demand for the Armstrong Ranch Specific Plan, which encompassed the 199-acre ORSC site, was included in both the 2015 and 2020 UWMP. The 2015 Water Supply Assessment (WSA) for the Armstrong Ranch Specific Plan estimated a total water demand of 606 afy. The 2015 and 2020 UWMPs stated that the City's available water supply would meet the projected water demands during normal, single dry and multiple dry years. The ORSC's total water demand of 242 afy is less than the water demand of 606 afy assumed for the 199-acre ORSC site in the City's UWMP. Therefore, the conclusions reached in the 2015 and 2020 UWMPs that the City can meet its future water demand during normal, single-dry, and multiple dry years over the next 25-year period remains valid, and meet the water demand for the ORSC, and impacts would be less than significant.

Discussion of Effects: OMUC is responsible for supplying potable water to the Project site. The UWMP includes an analysis of water supply reliability projected through 2045 under normal years, single dry year, and multiple dry years. OMUC's total water demand for 2020 was approximately 32,109 AF (OMUC, 2021). As stated above, the City is anticipated to have adequate water supplies to meet all its demands from the implementation of the Approved Project at buildout over the next 25 years under a normal year, single dry year, and multiple dry years. As discussed under Response 10.b, the Modified Project would result in an nominal increase of 1,494 gpd in water demand. However, both the 2015 and 2020 UWMP anticipated a total of 606 afy for the ORSC site from the Armstrong Ranch Specific Plan. As such, the increase in water demand associated with the Modified Project was accounted for in the demand anticipated by the UWMPs and impacts would be less than significant. Therefore, the Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

c. Result in a determination by the wastewater treatment provider that 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?

Summary of Certified EIR Finding: The Certified EIR concluded that wastewater from the ORSC site would ultimately flow to the south and to Regional Water Recycling Plan #5 (RP-5). The additional wastewater generation for the Approved Project of 0.06 million gallons per day (mgd) is well below the excess capacity of 14.3 mgd for RP-5. Therefore, the Approved Project would not exceed the capacity of the wastewater treatment provider. In addition, IEUA continually updates its Wastewater Facilities Master Plans RP-5 and includes plans for expansion of this facility to meet the growth within the service area through year 2060. Therefore, there would be no significant impacts on wastewater collection and treatment, and impacts would be less than significant.

Discussion of Effects: The Project site is currently undeveloped and does not require wastewater treatment services. However, overall buildout of the Modified Project would result in an overall reduction in commercial uses compared to the buildout of the Approved Project previously analyzed under the Certified EIR. The Project Applicant would redevelop the Project site with a use that is consistent with the site's underlying land use designation; therefore, the wastewater generation associated with the Modified Project was considered in the demand anticipated by the Certified EIR. As such, the IEUA's existing wastewater treatment facilities are anticipated to have adequate capacity to serve the Modified Project's project demand in addition to its existing commitments. Impacts would be less than significant. Therefore, the Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

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?

Summary of Certified EIR Finding: The Certified EIR concluded that the Approved Project would result in an increase in solid waste of approximately 18,768 pounds per day (ppd), or 3,425 tons per year. This net increase was about 0.1 percent of the combined residual capacity of the Badlands Sanitary Landfill and the El Sobrante Landfill's excess capacity. With continued compliance with the applicable regulations such as CALGreen building code, AB 341, and AB 1826, leading to increased recycling and waste diversion, anticipated rates of solid waste disposal from the ORSC would be less than significant.

Discussion of Effects: Solid waste generated during the operation of the Modified Project is anticipated to be collected by the City of Ontario and is anticipated to be hauled to Badlands Sanitary Landfill or El Sobrante Landfill. The Badlands Sanitary Landfill has a permitted disposal capacity of 5,000 tons per day with a remaining capacity of 4,900,000 cubic yards. The Badlands Sanitary Landfill is estimated to reach capacity, at the earliest time, in the year 2059. (CalRecycle, 2025a) The El Sobrante Landfill is permitted to received 16,054 tons of solid waste per day with a remaining capacity of 121,083,583 tons. The El Sobrante Landfill is estimated to reach capacity, at the earliest time, in the year 2051 (CalRecycle, 2025b).

Based on the generation rate of 15.1 ppd per employee, the Modified Project would result in approximately 3,201.2 ppd[4] (1.6 tons per day), compared to the Approved Project's 7,625.5 ppd (3.81 tons per day). As previously stated, the Badlands Sanitary Landfill has a permitted

[4] 212 employees*15.1= 3,201.2 ppd

disposal capacity of 5,000 tons per day and the El Sobrante Landfill has a permitted disposal capacity of 16,054 tons per day. The Modified Project generated solid waste represents a nominal portion of the landfill's capacity and would not contribute significantly to the daily landfill capacity, and the landfill facilities are sufficient. Moreover, the Modified Project would result in a decrease of 10,160.02 s.f. of commercial uses compared to the buildout of the Approved Project previously analyzed under the Certified EIR. Accordingly, impacts would be less than significant. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

e. Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?

Summary of Certified EIR Finding: The Certified EIR concluded that the City's per capita disposal rates of 15.1 ppd per employee is below the CalRecycle targets of 16.4 ppd for employees. In addition, the Approved Project would comply with Division 4.4, Material Conservation and Resource Efficiency, of the CALGreen Building Code, AB 341, and SB 1383. The City complied with all applicable federal, State, and local solid waste regulations, and solid waste, recycling, and green waste collection services were available to all commercial businesses in the City. Therefore, the Approved Project would comply with all current and future regulatory requirements, and impacts would be less than significant.

Discussion of Effects: The following federal and state laws and regulations govern solid waste disposal:

- AB 939 (Chapter 1095, Statutes of 1989), the California Integrated Waste Management Act of 1989 required each city, county, and regional agency to develop a source reduction and recycling element of an integrated waste management plan that contained specified components, including a source reduction component, a recycling component, and a composting component. With certain exceptions, the source reduction and recycling components were required to divert 50 percent of all solid waste from landfill disposal or transformation by January 1, 2000, through source reduction, recycling, and composting activities.

- AB 32 (Chapter 488, Statutes of 2006), the California Global Warming Solutions Act, established mandatory recycling as one of the measures to reduce GHG emissions adopted in the Scoping Plan by the California Air Resources Board.

- AB 341 (Chapter 476, Statutes of 2011) requires that all "commercial" generators of solid waste (businesses, institutions, and multifamily dwellings) establish recycling and/or composting programs. AB 341 goes beyond AB 939 and establishes the new recycling goal of 75 percent by 2020.

- SB 1383 (Chapter 395, Statutes of 2016)requires all businesses and residents to divert organic materials (including food waste, yard waste, and soiled paper products) from the landfill.

The Modified Project would implement the requirements of the City's Integrated Waste Department's Refuse & Recycling Planning Manual on refuse and recycling storage and access

for service, as well as addressing the City's recycling goals. The requirements of Chapter 3, Integrated Waste Management, of the Municipal Code will also be implemented to ensure that the Modified Project complies with all applicable state and federal laws. Therefore, no impacts are anticipated. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

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?

Summary of Certified EIR Finding: The Certified EIR concluded that the City's Emergency Operations Plan provided a means to prepare and maintain systems, supplies, and other logistical items among City departments to support emergency/disaster response and recovery throughout the City. The number of people visiting and working at the ORSC site would fluctuate throughout the year and on a daily basis because the schedule of activities at the proposed baseball stadium and use of the proposed City recreation facilities would vary based on sport seasons. Development of the Approved Project would also include construction activities that may also temporarily impact traffic on the ORSC site. Therefore, construction and operation of the Approved Project could impair an emergency response plan or evacuation plan. Implementation of Mitigation Measures TRAF-2 and TRAF-3 would require that the City prepare and implement a Parking and Event Traffic Management Plan (TMP) and a construction management plan to ensure that construction and operational activities do not interfere with emergency access. Therefore, with the implementation of Mitigation Measure TRAF-2 and TRAF-3, impacts related to emergency access would be less than significant.

Discussion of Effects: As concluded in the Certified EIR, the City is not located with a SRA. According to the California Department of Forestry and Fire Protection's fire hazard map for the Local Responsibility Area (LRA), the Project site is not within a Very High Fire Hazard Severity Zone (VHFHSZ) (CAL FIRE, 2025). Consistent with the findings of the Certified EIR, the Modified Project would be required to develop a construction management plan (Mitigation Measure TRAF-3) to ensure construction activities would not impair the City's emergency response plan or evacuation plan. Additionally, during the building plan check and development review process, the City would coordinate with OFD and OPD to ensure that the necessary fire prevention and emergency response features are incorporated into the Modified Project and that adequate circulation and access (e.g., adequate turning radii for fire trucks) is provided. Therefore, impacts would be less than significant with the implementation of Mitigation Measure TRAF-3. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required. Mitigation Measure TRAF-3 is applicable to the Modified Project.

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?

Summary of Certified EIR Finding: The Certified EIR concluded that the City was located outside of a State Responsibility Area (SRA) and did not contain areas subject to very high wildfire risk. However, the City recognized that even though fuel loading was light in Ontario and fire risk came primarily from urban fires, not wildfires, there was some risk related to wildfires. Implementation of the Approved Project would not add wildland vegetation or change site topography (such as adding large slopes) so as to exacerbate the spread of wildfire; therefore, it was unlikely that a wildfire would travel into the Project area from adjacent areas and be exacerbated by the Approved Project. Construction of these infrastructure improvements would be required to comply with of the CFC Chapter 33's fire safety precautions for construction and demolition of a project, therefore minimizing fire-related impacts associated with the installation of this infrastructure. Additionally, all project buildings would be constructed in accordance with the applicable provisions of the adopted CFC, the City's Municipal Code, and standard conditions regarding fire prevention and suppression measures. Moreover, the ORSC site and the area surrounding the site were relatively flat and in areas of minimal flood hazard; therefore, would not increase the risk of landslides after a wildfire compared to existing condition and increase the risk of downslope or downstream flooding. With adherence to the building practices in the CAL FIRE's 2019 Strategic Fire Plan for California, the California Fire Code, CBC, City's LHMP, and fire services from OFD, development and infrastructure associated with the Approved Project would not exacerbate risk or result in post-wildfire hazards.

Discussion of Effects: As discussed above, the Project site is not located with a SRA or VHFHSZ in a LRA(CAL FIRE, 2025). Construction of the proposed infrastructure improvements would be required to comply with of the CFC Chapter 33's fire safety precautions and Project buildings constructed in accordance with the applicable provisions of the adopted CFC and the City's Development Code. Additionally, as discussed previously, the Project site is not located with an area of flood or landslide hazards. Therefore, impacts would be less than significant. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

21. MANDATORY FINDINGS OF SIGNIFICANCE.

a. Does the project have the potential to 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, 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?

Summary of Certified EIR Finding: The Certified EIR concluded that the Approved Project would result in less-than-significant impacts to sensitive plant and animal species as well as habitats with the implementation of Mitigation Measures BIO-1 through BIO-9. Additionally, the Approved Project concluded that the Approved Project would result in in less-than-significant impacts to historical resources.

Discussion of Effects: As discussed in Biological Resources Section of the Addendum, With the implementation of Mitigation Measures BIO-1 through BIO-9, impacts to sensitive plant and wildlife species would be less than significant. Additionally, as indicated in the Cultural Resources Section, the Project site is not included on the National Register of Historic Places, California Register of Historical Resources, or a local register of historical resources, nor is it eligible for listing. Therefore, no impacts are anticipated. The Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary.

Mitigation: No additional mitigation required.

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.)

Summary of Certified EIR Finding: The Certified EIR addressed cumulative impacts for each of the environmental topics evaluated. The Certified EIR concluded that the Approved Project would result in significant and unavoidable cumulative impacts regarding agricultural resources, air quality, greenhouse gas emissions, noise, and transportation (VMT).

Discussion of Effects: As identified through the analysis presented in this Addendum, with the implementation of Project-specific mitigation measures identified herein, the Modified Project would not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified EIR. No changes or additions to the Certified EIR analyses are necessary. Therefore, there is no potential for the Modified Project to result in cumulatively considerable effects to the environment beyond those previously disclosed in the Certified EIR (and already disclosed throughout this analysis), and instead, the Modified Project's impacts are generally less than the impacts assumed and analyzed in the Certified EIR.

Mitigation: No additional mitigation required.

c. Does the project have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly?

Summary of Certified EIR Finding: The Certified EIR concluded that with the implementation of the Mitigation Measures, compliance with existing laws, plans and regulations, the Approved Project does not have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly.

Discussion of Effects: The Modified Project's potential to result in environmental effects that could adversely affect human beings, either directly or indirectly, has been discussed throughout this Addendum. The Modified Project would result in less than significant impacts related to air quality and associated effects on human health from air pollutants, GHG emissions, and construction-related noise and potential effects on hearing impairment. Implementation of the Modified Project would not result in environmental effects that would cause substantial adverse

effects on human beings, either directly or indirectly, beyond those disclosed in the Certified EIR, and instead, the Modified Project's impacts are generally less than the impacts assumed by the Certified EIR.

Mitigation: No additional mitigation required.

EARLIER ANALYZES

(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 analyses used and state where they are available for review.

a) Ontario Regional Sports Complex Final Environmental Impact Report

b) Armstrong Ranch Specific Plan Environmental Impact Report

c) The Ontario Plan/Policy Plan

d) City of Ontario Municipal Code

All documents listed above are on file with the City of Ontario Planning Department, 303 East "B" Street, Ontario, California 91764, (909) 395-2036.

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.

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AMENDED AND RESTATED
DISPOSITION AND DEVELOPMENT AGREEMENT
(SPORTS EMPIRE HOTEL)

between

THE CITY OF ONTARIO
a California municipal corporation

and

ONTARIO RANCH HOTELS LLC
a California limited liability company

This AMENDED AND RESTATED **DISPOSITION AND DEVELOPMENT AGREEMENT (SPORTS EMPIRE VILLAGE HOTEL)** ("**Agreement**") is dated as of _____, 2026 ("**Date of Agreement**"), for reference purposes only, and is entered into by and between the City of Ontario, a California municipal corporation ("**City**") and Ontario Ranch Hotels LLC, a California limited liability company ("**Developer**"). The City and the Developer are sometimes referred to in this Agreement, each individually, as a "**Party**," or collectively, as the "**Parties**."

RECITALS

This Agreement is entered into with reference to the following recitals of fact ("**Recitals**") that City and Developer believe to be true as of the Effective Date of this Agreement:

A. The City was the owner of that certain real property located southeast corner of East Riverside Drive and Ontario Avenue, consisting of approximately 5.5 acres of land, identified with Assessor's Parcel Number 0218-111-12-0000 in the City of Ontario, County of San Bernardino, State of California ("City Land").

B. On February 18, 2025 the Parties entered into the Disposition and Development Agreement (Sports Empire Village Hotel) which included the sale of a portion of the City Land to Developer.

C. On April 4, 2025 Parties closed escrow on Property.

D. The Developer's acquisition of a portion of the City Land from City, consisting of approximately 103,185.25 square feet (2.3688 acres), and more particularly described and depicted in Exhibit A to this Agreement, attached hereto and incorporated herein by this reference (the "**Property**") and subsequent construction and completion of the Project (as defined in Section 6) on the Property pursuant to the terms of this Agreement is in the best interest of the City and the health, safety and welfare of the City's taxpayers and residents and is in accordance with the public purposes set forth in applicable law. Implementation of this Agreement will further the goals and objectives of the City's general plan by: (i) strengthening the City's land use and social structure, and (ii) alleviating economic and physical blight on the Property and in the surrounding community.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by City and Developer, the Parties agree as follows:

TERMS AND CONDITIONS

ARTICLE I

DEFINITIONS; REPRESENTATIONS AND WARRANTIES; EFFECTIVE DATE

1.1 Definitions. All initially capitalized terms not otherwise defined in this Agreement shall have the following meanings:

1.1.1 "**Additional Insureds**" has the meaning ascribed to such term in Section 5.9.

1.1.2 **"Affiliate"** means and refers to any person or entity, directly or indirectly, Controlling or Controlled by or under common Control with the Developer, whether by direct or indirect ownership of equity interests, by contract or otherwise.

1.1.3 "**CEQA**" means the California Environmental Quality Act, Public Resources Code Sections 21000, et seq.

1.1.4 "**Certificate of Completion**" means the written certification of City that the construction of the Project has been completed in compliance with the terms and conditions of this Agreement, substantially in the form of Exhibit G attached to this Agreement.

1.1.5 "**City**" means the City of Ontario, California, a California municipal corporation.

1.1.6 "**City Manager**" means the City Manager of the City or his or her designee or successor in function.

1.1.7 "**City Requirements**" has the meaning ascribed to the term in Section ARTICLE I.

1.1.8 ***Reserved***.[1]

1.1.9 ***Reserved.***

1.1.9.5 "**Close of Escrow**" means April 4, 2025.

1.1.10 "**Completion of Construction**" means the issuance of a Certificate of Completion confirming that the final certificate of occupancy for the Project, based on the plans submitted by the Developer to the City, has been issued.

1.1.11 "**Construction Costs**" means the total cost incurred by Developer in acquiring the Property and constructing the Project in accordance with this Agreement.

1.1.12 "**Construction Lender**" means a Lender(s) that provide(s) a Construction Loan to the Developer to pay the Construction Costs of all or a portion of the Project.

1.1.13 "**Construction Loan**" means a Loan obtained by Developer from a Construction Lender to finance all or part of the Construction Costs in conformity with the Financing Plan.

1.1.14 "**Construction Loan Deed of Trust(s)**" means the Lien(s) required by a Construction Lender to secure the Developer's performance under the associated Construction

[1] The Property has been sold and conveyed to Developer from City in accordance with the terms of the original Disposition and Development Agreement. Consequently all terms relevant to the sale and conveyance have been omitted and the sections reserved to preserve the Agreement's original formatting.

Loan.

1.1.15 **"Control"** means and refers to possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether by ownership of equity interests, by contract or otherwise.

1.1.16 **"Controlling"** and **"Controlled"** mean and refer to exercising or having Control.

1.1.17 "**County**" means the County of San Bernardino, California.

1.1.18 **Reserved.**

1.1.19 **Reserved.**

1.1.20 **Reserved.**

1.1.21 **Reserved.**

1.1.22 **Reserved.**

1.1.23 ***Reserved***.

1.1.24 "**Effective Date**" has the meaning ascribed to the term in Section 1.3.

1.1.25 [Intentionally omitted.]

1.1.26 "**Environmental Claims**" has the meaning ascribed to the term in Section 5.8.

1.1.27 "**Environmental Laws**" means all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, relating to, or imposing liability of standards of conduct concerning any hazardous substance (as later defined), or pertaining to occupational health or industrial hygiene (and only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to hazardous substances on, under, or about the Property, occupational or environmental conditions on, under, or about the Property, as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") [42 USC Section 9601 et seq.]; the Resource Conservation and Recovery Act of 1976 ("RCRA") [42 USC Section 6901 et seq.]; the Clean Water Act, also known as the Federal Water Pollution Control Act ("FWPCA") [33 USC Section 1251 et seq.]; the Toxic Substances Control Act ("TSCA") [15 USC Section 2601 et seq.]; the Hazardous Materials Transportation Act ("HMTA") [49 USC Section 5101 et seq.]; the Insecticide, Fungicide, Rodenticide Act [7 USC Section 6901 et seq.] the Clean Air Act [42 USC Section 7401 et seq.]; the Safe Drinking Water Act [42 USC Section 300f et seq.]; the Solid Waste Disposal Act [42 USC Section 6901 et seq.]; the Surface Mining Control and Reclamation Act [30 USC Section 1201 et seq.] the Emergency Planning and Community Right to Know Act [42 USC Section 11001 et seq.]; the Occupational Safety and Health Act [29 USC Section 655 and 657];

the California Underground Storage of Hazardous Substances Act [California Health & Safety Code Section 25288 et seq.]; the California Hazardous Substances Account Recodification Act [California Health & Safety Code Section 78000 et seq.]; the California Safe Drinking Water and Toxic Enforcement Act [California Health & Safety Code Section 25249.5 et seq.] the Porter-Cologne Water Quality Act [California Water Code Section 13000 et seq.] together with any amendments of or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to occupational health or industrial hygiene, and only to the extent the occupational health or industrial hygiene laws, ordinances, or regulations relate to hazardous substances on, under, or about the Property, or the regulation or protection of the environment, including ambient air, soil, soil vapor, groundwater, surface water, or land use.

1.1.28 "**Environmental Matters**" has the meaning ascribed to the term in Section 5.8.

1.1.29 ***Reserved.***

1.1.30 ***Reserved***

1.1.31 ***Reserved.***

1.1.32 ***Reserved.***

1.1.33 "**Event of Default**" has the meaning ascribed to the term in Section 7.1.

1.1.34 "**Financing Commitment**" means (a) one or more commitment(s) from one or more Construction Lender(s) agreeing to provide sufficient funds which, when combined with the Developer's equity contribution and the financial assistance to be provided by the City pursuant to this Agreement, is sufficient, as determined by the City in its reasonable discretion, to fully fund the Project's Construction Costs, or (b) a letter from one or more Construction Lender(s) indicating approval of a loan to the Developer for the development of the Property.

1.1.35 ***Reserved***.

1.1.36 ***Reserved.***

1.1.37 "**Governmental Agency**" means any and all courts, boards, agencies, commissions, offices, or authorities of any nature whatsoever for any governmental unit (federal, state, county, district, municipal, city, or otherwise) whether now or later in existence.

1.1.38 "**Governmental Requirements**" means all codes, statutes, ordinances, laws, permits, orders, and any rules and regulations promulgated thereunder of any Governmental Agency.

1.1.39 "**Hazardous Substances**" means, without implied limitation, substances defined as "hazardous substances," "hazardous material," "toxic substance," "solid waste," or "pollutant or contaminate" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601, et seq.; the Toxic

Substances Control Act ("TSCA") [15 U.S.C. Sections 2601, et seq.]; the Hazardous Materials Transportation Act, 49 U.S.C. Sections 5101, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901, et seq.; those substances listed in the United States Department of Transportation (DOT) Table [49 CFR 172.101], or by the EPA, or any successor authority, as hazardous substances [40 CFR Part 302]; and those substances defined as "hazardous waste" in Section 25117 of the California Health and Safety Code or, as "hazardous substances" in Section 78075 of the California Health and Safety Code; other substances, materials, and wastes that are, or become, regulated or classified as hazardous or toxic under federal, state, or local laws or regulations and in the regulations adopted pursuant to said laws, and shall also include manure, asbestos, polychlorinated biphenyl, flammable explosives, radioactive material, petroleum products, and substances designated as a hazardous substance pursuant to 33 USC Section 1321 or listed pursuant to 33 USC Section 1317.

1.1.40 "**Indemnified Parties**" has the meaning ascribed to the term in Section 5.8.

1.1.41 "**Knowledge of the City**" shall mean the actual knowledge of the City Manager.

1.1.42 "**Lender**" means any state or federally chartered bank, savings and loan, capital investment group, or other third party financial institution which routinely makes Loans to developments and developers such as the Project and the Developer in the normal course of business and which has been approved by the City pursuant to Section 6.3.

1.1.43 "**Lien**" means any mortgage, deed of trust, or other security instrument encumbering Developer's fee interest in the Property and/or Project, or any part thereof, or any pledge or other agreement given as security for the repayment of a Loan and by which a Lender would be able to acquire any interest in the Developer upon the Developer's breach of any obligation under the Lender's Loan Documents.

1.1.44 "**Loan**" means any loan or third party equity/capital contribution (e.g. mezzanine financing) for the Project other than that provided by the City.

1.1.45 "**Loan Documents**" means the various documents and instruments made by and between the Developer and a Lender that evidence a Loan and the security for repayment of such Loan.

1.1.46 "**Maintenance Deficiency**" has the meaning ascribed to the term in Section 5.3.1.

1.1.47 "**Normal Business Hours**" means the normal business hours of the City. As of the Effective Date, the City's normal business hours are Monday through Thursday, between the hours of 7:30 a.m. and 5:30 p.m. Pacific Time.

1.1.48 "**Notice of Agreement**" means the notice in the form of Exhibit E to this Agreement to be recorded against the Property at the Close of Escrow to provide constructive record notice of the existence and application of this Agreement to the Property.

1.1.49 "**Other Consideration**" means that Developer will provide consideration in the form of conveying to the City certain easement right-of-way interests and a temporary construction easement interest (collectively, the "**Easements**"), located at the south westerly corner of Riverside Drive and Vineyard Avenue, consisting of an approximately 25,489 square feet area, a portion of land identified with Assessor's Parcel Numbers 0216-174-16-0000 and 0216-174-17-0000, more particularly legally described and depicted in Exhibit A-1, attached hereto and by this reference incorporated herein and has an appraised value of Four Hundred Fifty Eight Thousand Eight Hundred Two and No/100 Dollars ($458,802.00) per the terms in Section 2.2.1 of this Agreement, and such value will be credited against the Purchase Price for the Property.

1.1.50 "**Party**" means, individually, the City or the Developer, as applicable.

1.1.51 "**Parties**" means, collectively, the City and the Developer.

1.1.52 ***Reserved***.

1.1.53 ***Reserved***.

1.1.54 "**Permitted Transfer**" means and refers to any of the following types of Transfers by the Developer, where the person or entity to which such Transfer is made expressly assumes the obligations of the Developer under this Agreement in a written instrument satisfactory to the City.

1.1.54.1 Any Transfer of stock or equity of the Developer that does not change management or operational Control of the Property or the Project;

1.1.54.2 Any Transfer of any interest in the Developer or the Property or Project or any portion thereof irrespective of the percentage of ownership (i) to any other owner of any interest in the Developer; or (ii) to any Affiliate, or (iii) to any other person or entity in which any holder of an interest (including any beneficial interest) in the Developer is a manager, officer or partner or in which any of the aforementioned is a shareholder, member or partner (including a beneficial owner); and

1.1.54.3 Any Lien given to Lender in connection with a Loan approved by the City pursuant to Section 6.3.

1.1.55 "**Plans and Specifications**" has the meaning ascribed to the term in Section ARTICLE I.

1.1.56 "**Preliminary Report**" means a preliminary report issued by the Title Company in contemplation of the issuance of the Title Policy, accompanied by legible copies of all documents listed in Schedule B of the report as exceptions to coverage under the proposed Title Policy. The Parties acknowledge that they may prepare one (1) or more Preliminary Reports for each parcel, or group of parcels, comprising the Property. In such case, all reports, notices, and objection letters which pertain to the Preliminary Report for the entirety of the Property shall apply separately to each Preliminary Report associated with a parcel or a group of parcels.

1.1.57 "**Project**" means the construction and redevelopment of the Property as

a commercial development, including all required or associated on-site and off-site improvements, all hardscape and all landscaping, all as specifically described in the Scope of Development, and all to be developed in accordance with the Plans and Specifications to be approved by the City and any conditions imposed by the City in its approval of the Plans and Specifications.

1.1.58 "**Project Completion Date**" means that date set forth therefor by which a Certificate of Completion shall be issued for the Project, as more particularly provided in the Schedule of Performance. The Project Completion Date shall be no later than the date which is twenty-four (24) months after the Close of Escrow.

1.1.59 "**Property**" means that real property, and all current and future improvements thereon (including, without implied limitation, the Project), legally described and depicted in Exhibit A.

1.1.60 **"Property Transfer"** means and refers to any "change in ownership," as defined in Revenue and Taxation Code Sections 60, et seq., of all or any portion of the Property.

1.1.61 ***Reserved.***

1.1.62 "**Record**", "**recorded**", "**recording**" or "**recordation**" each mean and refer to recordation of the referenced document in the official records of the Recorder of the County of San Bernardino, California.

1.1.63 "**Schedule of Performance**" means the schedule for the performance of certain actions by the Parties pursuant to this Agreement, attached to this Agreement as Exhibit C.

1.1.64 "**Scope of Development**" means the detailed description of the Project attached to this Agreement as Exhibit B.

1.1.65 ***Reserved***.

1.1.66 ***Reserved***.

1.1.67 "**Transfer**" means any of the following:

1.1.67.1 Any total or partial sale, assignment, conveyance, trust, power, or transfer in any other mode or form, by the Developer of more than a 49% interest in the Developer's interest in this Agreement, the Property, or a series of such sales, assignments and the like that, in the aggregate, result in a disposition of more than a 49% interest in the Developer's interest in this Agreement, the Property or the Project; or

1.1.67.2 Any total or partial sale, assignment, conveyance, or transfer in any other mode or form, of or with respect to any interest in the Developer or a series of such sales, assignments and the like that, in the aggregate, result in a disposition of more than a 49% interest in any interest in the Developer; or

1.1.67.3 Any merger, consolidation, sale, or lease of all or substantially all of the assets of the Developer or a series of such sales, assignments and the like that, in the

aggregate, result in a disposition of more than a 49% interest of all or substantially all of the assets of the Developer; or

1.1.67.4 Any Property Transfer; or

1.1.67.5 The recordation of any deed of trust, mortgage, Lien or similar encumbrance against all or any portion of the Property or the Project.

1.1.68 "**Unavoidable Delay**" means any delay that is caused by the exclusively by the other party or that is beyond the control of the City or the Developer, including delay caused by strikes, acts of God, pandemic, weather, inability to obtain labor or materials, inability to obtain governmental permits or approvals, governmental restrictions, civil commotion, fire or similar causes, but excluding circumstances subject to Section 8.7.2.

1.2 Representations and Warranties.

1.2.1 City Representations and Warranties. All representations and warranties contained in this Section 1.2.1 are true and correct as of the Effective Date. City's liability for misrepresentation or breach of warranty, representation or covenant, wherever contained in this Agreement, shall survive the execution and delivery of this Agreement and the Closing. City hereby makes the following representations, covenants and warranties and acknowledges that the execution of this Agreement by Developer has been made in material reliance by Developer on such covenants, representations and warranties:

1.2.1.1 City is a California municipal corporation, duly formed and operating under the laws of the State of California. City has the legal power, right and authority to enter into this Agreement and to execute the instruments and documents referenced herein, and to consummate the transactions contemplated hereby.

1.2.1.2 The persons executing any instruments for or on behalf of City have been authorized to act on behalf of City and this Agreement is valid and enforceable against City in accordance with its terms and each instrument to be executed by City pursuant hereto or in connection therewith will, when executed, shall be valid and enforceable against City in accordance with its terms. No approval, consent, order or authorization of, or designation or declaration of any other person, is required in connection with the valid execution and delivery of and compliance with this Agreement by City.

1.2.1.3 City has taken all requisite action and obtained all requisite consents for agreements or matters to which City is a party in connection with entering into this Agreement and the instruments and documents referenced herein and in connection with the consummation of the transactions contemplated hereby.

1.2.1.4 If the City becomes aware of any act or circumstance that would change or render incorrect, in whole or in part, any representation or warranty made by the City under this Agreement, whether as of the date given or any time thereafter, whether or not such representation or warranty was based upon the City's knowledge and/or belief as of a certain date, the City will give immediate written notice of such changed fact or circumstance to the Developer.

1.2.2 **Developer Representations and Warranties.** The representations and warranties of Developer contained in this Section 1.2.2 shall be based upon the actual knowledge of Gurvinder Singh as of the Effective Date. All representations and warranties contained in this Section 1.2.2 are true and correct as of the Effective Date. Developer's liability for misrepresentation or breach of warranty, representation or covenant, wherever contained in this Agreement, shall survive the execution and delivery of this Agreement and the Closing. Developer hereby makes the following representations, covenants and warranties and acknowledges that the execution of this Agreement by City has been made in material reliance by City on such covenants, representations and warranties:

1.2.2.1 Developer is a California limited liability company, lawfully entitled to do business in the State of California and the City. Developer has the legal right, power and authority to enter into this Agreement and the instruments and documents referenced herein and to consummate the transactions contemplated hereby. The persons executing this Agreement and the instruments referenced herein on behalf of Developer hereby represent and warrant that such persons have the power, right and authority to bind Developer.

1.2.2.2 Developer has taken all requisite action and obtained all requisite consents in connection with entering into this Agreement and the instruments and documents referenced herein and the consummation of the transactions contemplated hereby, and no consent of any other party is required for Developer's authorization to enter into Agreement.

1.2.2.3 Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby shall result in a breach of or constitute a default under any other agreement, document, instrument or other obligation to which Developer is a party or by which Developer may be bound, or under law, statute, ordinance, rule, governmental regulation or any writ, injunction, order or decree of any court or governmental body applicable to Developer or to the Property.

1.2.2.4 This Agreement is, and all agreements, instruments and documents to be executed by Developer pursuant to this Agreement shall be, duly executed by and shall be valid and legally binding upon Developer and enforceable in accordance with their respective terms. No approval, consent, order or authorization of, or designation or declaration of any other person, is required in connection with the valid execution and delivery of in compliance with this Agreement by Developer.

1.2.2.5 If the Developer becomes aware of any act or circumstance that would change or render incorrect, in whole or in part, any representation or warranty made by the Developer under this Agreement, whether as of the date given or any time thereafter, whether or not such representation or warranty was based upon the Developer's knowledge and/or belief as of a certain date, the Developer will give immediate written notice of such changed fact or circumstance to the City.

1.3 **Effective Date.** This Agreement is dated January 20, 2026 for reference purposes only. This Agreement shall not become effective until the date on which all of the following are true ("**Effective Date**"): (i) this Agreement is approved and executed by the appropriate authorities of Developer and delivered to City; (ii) Developer has delivered to City a certified copy of the

official action taken by all of the members of the Developer approving this Agreement, in the form attached to this Agreement as Exhibit F; (iii) following all legally required notices and hearings, this Agreement is approved by the City Council; and (iv) this Agreement is executed by the authorized representatives of City.

1.4 Exhibit List. The following is a list of the Exhibits attached to this Agreement. Each of the Exhibits is incorporated by this reference into the text of this Agreement.

Exhibit A	Legal Description of Property conveyed to Developer
Exhibit A-1	Legal Description and Plat of Easements conveyed to City
Exhibit B	Scope of Development
Exhibit C	Schedule of Performance
Exhibit D	***Reserved***
Exhibit D-1	***Reserved***
Exhibit E	Form of Notice of Agreement
Exhibit F	Form of Official Action of Developer
Exhibit G	Form of Certificate of Completion

ARTICLE II

RESERVED.

ARTICLE III

RESERVED.

ARTICLE IV

PROJECT DEVELOPMENT

4.1 Developer Covenant to Undertake Project. The Developer covenants, for itself, its successors and assigns, to and for the exclusive benefit of the City, that the Developer shall commence and complete the development of the Project on the Property within the time period for such actions set forth in the Schedule of Performance, subject to Unavoidable Delays. The Developer covenants and agrees for itself, its successors, and assigns, that the Property shall be improved and developed with the Project in substantial conformity with the terms and conditions of this Agreement, the Scope of Development, the Schedule of Performance, any and all plans, specifications and similar development documents required by this Agreement, except for such changes as may be mutually agreed upon in writing by and among the Parties, and all applicable laws, regulations, orders and conditions of each Governmental Agency with jurisdiction over the Property or the Project. The covenants of this Section 4.1 shall run with the land of the Property until the earlier of the date of recordation of the Certificate of Completion or the fifteenth (15th) anniversary of the date of the Close of Escrow.

4.2 Developer Changes to Plans and Specifications During Course of Construction. The Developer shall have the right during the course of construction of the Project to make "**minor field changes**," without seeking the approval of the City, if such changes do not affect the type of use to be conducted within all or any portion of a structure. "**Minor field changes**" shall be defined as those changes from the approved Plans and Specifications that have no substantial effect on the Project or are made in order to expedite the work of construction in response to field conditions. The Developer shall submit all other changes, i.e. those changes which are not **"minor field changes"**, to the City for its review and approval no less than fifteen (15) days prior to the date that the Developer intends to implement such changes. The City shall have ten (10) days from its receipt of such proposed changes to review the same and advise the Developer in writing whether such changes are acceptable to the City in its reasonable discretion. Any proposed changes which are not disapproved by the City within such ten (10) day period shall be deemed approved. Nothing contained in this Section 4.2 shall be deemed to constitute a waiver of or change in the City Requirements governing "**minor field changes**" or other changes or in any approvals by the City otherwise required for "**minor field changes."** or other changes.

4.3 Construction Start and Completion of Project. The Developer shall commence construction of the Project in accordance with the Schedule of Performance and, thereafter, shall diligently proceed to complete the construction of the Project in a good and workmanlike manner in substantial conformity with the approved plans, specifications, and conditions for the Project approved by the City and the Schedule of Performance. The Developer shall obtain a Certificate of Completion on or before the Project Completion Date, subject to Unavoidable Delays. The Developer will, promptly upon completion of construction of the Project, cause the Project to be inspected by each Governmental Agency with jurisdiction over the Project, shall correct any defects and deficiencies that may be disclosed by any such inspection and shall cause to be duly issued all occupancy certificates and other licenses, permits and authorizations necessary for the operation and occupancy of the completed Project. The Developer shall do and perform all of the foregoing acts and things and cause to be issued and executed all such occupancy certificates, licenses, and authorizations for the Project on or before the date set forth therefor in the Schedule of Performance as the completion date for the Project. After commencement of the work of improvement of the Project, the Developer shall not permit the work of improvement of the Project to cease or be suspended for a time period in excess of thirty (30) consecutive calendar days, subject to Unavoidable Delays.

4.4 Compliance with Laws. All work performed in connection with the development of the Project shall comply with all Governmental Requirements.

4.5 Schedule of Performance. The Schedule of Performance establishes various dates and times for the accomplishment of various tasks assigned to the City and the Developer. The Parties agree that time is of the essence in the performance of such tasks, in view of the large investment of resources that all Parties recognize will be required for assembly of the Property and the undertaking of the Project. If the date or time for the performance of a task or the satisfaction of a condition, as set forth in either the text of this Agreement or in the Schedule of Performance, may not be achieved, then prior to such date or time set forth in the text of this Agreement or the Schedule of Performance, the Parties shall consider whether a modification to the text of this Agreement or to the Schedule of Performance is indicated. Any decision to approve a modification to a time or date established in either the text of this Agreement or the Schedule of Performance

shall be subject to the sole discretion of each Party. Any modification of a time or date for performance of a particular task or satisfaction of a particular condition that does not result in a change of more than one hundred eighty (180) days may be approved on behalf of the City by the City Manager, in his or her reasonable discretion. A modification of a time or date for performance of a task or satisfaction of a condition (or a series of such modifications) that results in an aggregate change of more than one hundred eighty (180) days shall be subject to the approval of the City Council, in its sole and absolute discretion. If performance of a task or satisfaction of a condition in the Schedule Performance is prevented or delayed by Unavoidable Delays, the deadline for completion of such task or satisfaction of such condition shall be extended by the period of such Unavoidable Delays.

4.6 Developer Attendance at City Meetings. The Developer agrees to have one or more of its employees or consultants who are knowledgeable regarding this Agreement and the development of the Project, such that such person(s) can meaningfully respond to City questions regarding the progress of the Project, attend City Council meetings, when requested to do so on not less than ten (10) days prior written notice by City staff.

4.7 City's Right to Inspect Project and Property. Officers, employees, agents and representatives of the City shall have the right of reasonable access to the Property, without the payment of charges or fees, during normal construction hours, during the period of construction of the Project. Such officers, employees, agents or representatives of the City shall be those persons who are designated by the City Manager. Any and all officers, employees, agents or representatives of the City who enter the Property shall identify themselves at the construction management office on the Property, upon their entrance on to the Property, and shall at all times be accompanied by a representative of the Developer, while on the Property. The Developer shall make a representative of the Developer available for this purpose at all times during normal construction hours, upon reasonable notice from the City. The City shall indemnify and hold the Developer harmless from injury, property damage or liability arising out of the exercise by the City of the right of access to the Property provided in this Section 4.7, other than injury, property damage or liability arising from the negligence or willful misconduct of the Developer or its officers, agents or employees. The City shall inspect relevant portions of the Property, prior to issuing any written statements reflecting adversely on the Developer's compliance with the terms and conditions of this Agreement pertaining to development of the Project. If in the City's reasonable judgment it is necessary, the City shall have the further right, from time to time, to retain a consultant or consultants to inspect the Project and verify compliance by the Developer with the provisions of this Agreement. The Developer acknowledges and agrees that any such inspections are for the sole purpose of protecting the City's rights under this Agreement, are made solely for the City's benefit, that the inspections may be superficial and general in nature, and are for the purposes of informing the City of the progress of the Project and the conformity of the Project with the terms and conditions of this Agreement, and that the Developer shall not be entitled to rely on any such inspection(s) as constituting an approval, satisfaction or acceptance of any materials, workmanship, conformity of the Project with this Agreement or otherwise. The Developer agrees to make its own regular inspections of the work of construction of the Project to determine that the quality of the Project and all other requirements of the work of construction of the Project are being performed in a manner satisfactory to the Developer. The Developer also agrees to immediately notify the City in writing should the Developer's inspections show any matters that will prevent the entire Project from being completed by the Project Completion Date

set forth therefore in the Schedule of Performance. Without limiting the foregoing, the Developer shall permit the City upon reasonable notice to examine and copy all books and account records and other papers relating to the Property and the construction of the Project. The Developer will use commercially reasonable efforts to cause all contractors, subcontractors and materialmen to cooperate with the City to enable such examination.

4.8 **Cost of Construction.** The cost and expense of undertaking and completing the Project, including, without limitation, constructing all legally imposed on- and off-site improvements, and providing all utilities therefor, shall be borne by Developer at its sole cost, expense and liability. Developer shall be solely responsible for payment of all City land use, construction, inspection, plan check and development impact fees (collectively, "**Development Fees**") imposed by the City with respect to the development of the Project. Developer shall bear all costs and expenses associated with the processing and obtaining of the entitlements and shall bear all costs and expenses (except to the extent expressly set forth otherwise in this Agreement), associated with any and all terms, conditions, requirements, mitigation measures and other exactions imposed on, or required in connection with, the entitlements.

4.9 **Prevailing Wages**.

4.9.1 The Developer acknowledges that the City has not made any representation, express or implied, to the Developer or any person associated with the Developer regarding whether or not laborers employed relative to the construction of the Project must be paid the prevailing per diem wage rate for their labor classification, as determined by the State of California, pursuant to Labor Code Sections 1720, et seq. The Developer agrees with the City that the Developer shall assume the responsibility and be solely responsible for determining whether or not laborers employed relative to the construction of the Project must be paid the prevailing per diem wage rate for their labor classification.

4.9.2 The Developer, on behalf of itself, its successors, and assigns, waives and releases the City from any right of action that may be available to it pursuant to Labor Code Sections 1726 and 1781. The Developer acknowledges the protections of Civil Code Section 1542 relative to the waiver and release contained in this Section 4.9, which reads as follows:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

BY INITIALING BELOW, THE DEVELOPER KNOWINGLY AND VOLUNTARILY WAIVES THE PROVISIONS OF SECTION 1542 SOLELY IN CONNECTION WITH THE WAIVERS AND RELEASES OF THIS SECTION 4.9.2.

_____
Developer's Initials

4.9.3 Additionally, in accordance with Section 7.7, the Developer shall indemnify, defend with counsel acceptable to the City and hold the City harmless against any claims pursuant to Labor Code Sections 1726 and 1781 arising from this Agreement or the construction or operation of the Project.

4.10 <u>Certificate of Completion</u>.

4.10.1 Following the substantial completion of construction of the Project, and upon written request from the Developer for issuance of a Certificate of Completion for the Project, the City shall inspect the Project to determine whether or not the Project has been substantially completed in compliance with this Agreement. If the City determines, in its reasonably discretion, that the Project is complete and substantially in compliance with this Agreement, the City Manager shall furnish the Developer with a Certificate of Completion for the Project. If the City determines, in its reasonable discretion, that the Project is not in substantial compliance with this Agreement, the City Manager shall send written notice of each non-conformity to the Developer. Upon issuance of the final certificate of occupancy for the development of the Project, based on the plans submitted by the Developer to the City, the City shall furnish the Developer with a Certificate of Completion for the Project.

4.10.2 Upon the Developer's substantial completion of the Project, the Developer shall request and be entitled to receive a Certificate of Completion, including the right of the City Manager to issue the Certificate of Completion, except that the Certificate of Completion, upon issuance, shall be evidence of the City's conclusive determination of satisfactory substantial completion of the entirety of the Project pursuant to the terms of this Agreement.

4.10.3 The City shall not unreasonably withhold, condition or delay the issuance of a Certificate of Completion. A Certificate of Completion shall be evidence of the City's conclusive determination of satisfactory completion of the Project to which it pertains pursuant to the terms of this Agreement. After the recordation of a Certificate of Completion for the Project, any person then owning or thereafter purchasing, leasing or otherwise acquiring any interest in the Property improved with the Project shall not (because of such ownership, purchase, lease or acquisition) incur any obligation or liability under this Agreement regarding construction or installation of the Project except that such person shall be bound by any reservations, covenants, conditions, restrictions and other interests recorded against the Property pursuant to this Agreement and the Grant Deed.

4.10.4 If the City fails or refuses to issue a Certificate of Completion following written request from the Developer, the City shall, within fifteen (15) calendar days of the Developer's written request or within three (3) calendar days after the next regular meeting of the City Council, whichever date occurs later, provide the Developer with a written statement setting forth the reasons for the City's failure or refusal to issue a Certificate of Completion. The statement shall also contain the City's opinion of the action(s) the Developer must take to obtain a Certificate of Completion from the City. If the reason for the Developer's failure to complete the Project is confined to the immediate unavailability of specific items or materials for construction or landscaping at a price reasonably acceptable to the Developer or other minor building "**punch-list**" items, the City may issue its Certificate of Completion upon the posting of a bond or

irrevocable standby letter of credit by the Developer in a form reasonably acceptable to the City in an amount representing the fair value of the work on the Project remaining to be completed, as reasonably determined by the City. If the City fails to provide such written statement, within the specified time period, the Developer shall be deemed conclusively and without further action of the City to have satisfied the requirements of this Agreement with respect to the Project, as if a Certificate of Completion had been issued by the City pursuant to this Agreement.

4.10.5 A Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any obligation of the Developer to any holder of a mortgage, or any insurer of a mortgage securing money loaned to finance the Project, or any parts thereof. A Certificate of Completion shall not be deemed to constitute a notice of completion under Section 9204 of the California Civil Code, nor shall it act to terminate the continuing covenants, restrictions or conditions contained in the Grant Deed or any other instruments recorded against the Property pursuant to this Agreement. A Certificate of Completion is not evidence of the compliance of the Project with any City Requirements or any building code, conditions of approval, land use, zoning or other requirements of the City or any Governmental Agency with jurisdiction over the Property, other than the City.

ARTICLE V

DEVELOPER COVENANTS

5.1 Covenant to Maintain Property on Tax Rolls. The Developer for itself, its successors and assigns to all or any part or portion of the Property and/or Project, covenants and agrees that:

5.1.1 The entire Property shall remain on the County secured real property tax rolls for twenty years from the date of issuance of a certificate of occupancy for the Project.

5.1.2 The Developer shall pay all property tax bills with respect to the Property and all improvements thereon on or before the last day for the timely payment of each property tax installment on each December 10 and April 10 during such time period and to timely pay all supplemental tax bills regarding the Property issued by the County. The Developer further covenants and agrees to provide to the City, on or before July 31 of each year, commencing in the calendar year following the calendar year in which a Certificate of Completion is recorded and in each calendar year, thereafter, for the full term of this covenant: (i) a true and correct copy of all property tax assessment notices, property tax bills and property tax assessment correspondence by and between the Developer and the County regarding the Property and all improvements thereon, with respect to the preceding fiscal year of the County, and (ii) cancelled checks issued by the Developer in payment of all property tax payments that are made to the County regarding the Property and all improvements thereon (or other reasonably acceptable evidence of such payment), with respect to the preceding County fiscal year.

5.1.3 The covenants of this Section 5.1 shall run with the land of the Property, shall be enforceable against the Developer and its successors and assigns, and shall be covenants set forth in the Grant Deed.

5.2 **Intentionally Omitted.**

5.3 **Maintenance Condition of the Property.** The Developer for itself, its successors and assigns to all or any part or portion of the Property and/or Project, covenants and agrees that:

5.3.1 The areas of the Property that are subject to public view (including all existing and future improvements, paving, walkways, landscaping, exterior signage and ornamentation) shall be maintained in good repair and a neat, clean and orderly condition, ordinary wear and tear excepted. If there is an occurrence of an adverse condition on any area of the Property that is subject to public view in contravention of the general maintenance standard described above (a "**Maintenance Deficiency**"), then the City shall notify the Developer in writing of the Maintenance Deficiency. If the Developer fails to cure or commence and diligently pursue to cure the Maintenance Deficiency within thirty (30) days of its receipt of notice of the Maintenance Deficiency, the City shall have the right to enter the Property and perform all acts reasonably necessary to cure the Maintenance Deficiency, or to take any other action at law or in equity that may then be available to the City to accomplish the abatement of the Maintenance Deficiency. Any sum expended by the City for the abatement of a Maintenance Deficiency on the Property pursuant to this Section 5.3.1 shall become a lien on the Property, as applicable. If the amount of the lien is not paid within thirty (30) days after written demand for payment from the City to the Developer, the City shall have the right to enforce the lien in the manner provided in Section 5.3.3.

5.3.2 Graffiti, as this term is defined in Government Code Section 38772, that has been applied to any exterior surface of a structure or improvement on the Property that is visible from any public right-of-way adjacent or contiguous to the Property, shall be removed by the Developer by either painting over the evidence of such vandalism with a paint that has been color-matched to the surface on which the paint is applied, or graffiti may be removed with solvents, detergents or water, as appropriate. If Developer does not commence any action to remove any such graffiti within ninety-six (96) hours following the time of the discovery of the graffiti by Developer, the City shall have the right to enter the Property and remove the graffiti, at reasonable times and upon reasonable notice to the Developer. Any sum reasonably expended by the City for the removal of graffiti from the Property pursuant to this Section 5.3.2, shall be a lien on the Property. If the amount of the lien is not paid within thirty (30) days after written demand to the Developer from the City, the City shall have the right to enforce its lien in the manner provided in Section 5.3.3.

5.3.3 The Parties further mutually understand and agree that the rights conferred upon the City under this Section 5.2 expressly include a grant by the Developer of a security interest in the Property with the power to establish and enforce a lien or other encumbrance against the Property or any portion thereof, in the manner provided under Civil Code Sections 2924, 2924b and 2924c, to secure the obligations of the Developer and it successors under Section 5.3.1 or Section 5.3.2, including the reasonable attorneys' fees and costs of the City associated with the abatement of a Maintenance Deficiency or removal of graffiti. For the purposes of the preceding sentence the words "reasonable attorneys' fees and costs of the City" mean and include the salaries, benefits and costs of the City Attorney and the lawyers employed in the Office of the City Attorney.

5.3.4 The provisions of this Section 5.2, shall be a covenant running with the land of the Property, shall be enforceable against the Developer and its successors and assigns, and shall be covenants set forth in the Grant Deed. Nothing in the foregoing provisions of this Section 5.2 shall be deemed to preclude the Developer from making any alteration, addition, or other change to any structure or improvement or landscaping on the Property, provided that any such changes comply with applicable zoning and building regulations of the City.

5.4 **Obligation to Refrain from Discrimination.** The Developer for itself, its successors and assigns to all or any part or portion of the Property and/or Project, covenants and agrees that:

5.4.1 There shall be no discrimination against or segregation of any person, or group of persons, on account of sex, marital status, race, color, religion, creed, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property nor shall the Developer, itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sub-tenants, sub-lessees or vendees of the Property. The covenant of this Section 5.4 shall run with the land of the Property and shall be enforceable against the Developer and its successors and assigns in perpetuity and be a covenant in the Grant Deed and the Notice of Agreement.

5.4.2 The covenant of this Section 5.4 shall run with the land of the Property in perpetuity, shall be enforceable against the Developer and its successors and assigns, and shall be covenants set forth in the Grant Deed.

5.5 **Form of Non-Discrimination and Non-Segregation Clauses.** The Developer for itself, its successors and assigns to all or any part or portion of the Property and/or Project, covenants and agrees that:

5.5.1 The Developer, such successors and such assigns shall refrain from restricting the sale, lease, sublease, rental, transfer, use, occupancy, tenure or enjoyment of the Property (or any portion thereof) on the basis of sex, marital status, race, color, religion, creed, ancestry or national origin of any person. All deeds, leases or contracts pertaining to the Property shall contain or be subject to substantially the following non-discrimination or non-segregation covenants:

5.5.1.1 In deeds: "The grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sub-tenants, sub-lessee, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

5.5.1.2 In leases: "The Lessee herein covenants by and for itself, its

successors and assigns, and all persons claiming under or through them, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants lessees, sub-lessee, sub-tenants, or vendees in the premises herein leased."

5.5.1.3 In contracts: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed or leased, nor shall the transferee or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sub-lessees, sub-tenants, or vendees of the premises herein transferred." The foregoing provision shall be binding upon and shall obligate the contracting party or parties and any subcontracting party or parties, or other transferees under the instrument.

5.5.2 The covenant of this Section 5.5 shall run with the land of the Property in perpetuity, shall be enforceable against the Developer and its successors and assigns, and shall be covenants set forth in the Grant Deed.

5.6 **Survival of Special Development Covenants.** All of the covenants set forth in ARTICLE V, inclusive, shall be a covenant running with the land of the Property and each such special development covenant shall survive the Close of Escrow, execution and recordation of the Grant Deed, and issuance and recordation of any Certificate of Completion for the time period specifically set forth in each such special development covenant. The Parties acknowledge that although the special development covenants apply to the entirety of the Property, portions of the Project and Property may, in accordance with the Permitted Transfer requirements, be sold or otherwise transferred to various successors and assigns of the Developer. Accordingly, the City agrees that with respect to enforcement of any of the special development covenants, it is understood and agreed that, in the event of a breach of any of the special development covenants, the City will seek to enforce those covenants only against the then-current owner(s) of that portion of the Property which is not in compliance with any one or more the special development covenants. No owner of any portion of the Property which is in compliance with the special development covenants shall be liable for the breach of any of the special development covenants by any other owner of any other portion of the Property; provided, however, that the foregoing shall not preclude City from seeking damages against any prior owner of any portion of the Property if, during the tenure of such owner's ownership, such owner's portion of the Property was not in compliance with any one or more of the special development covenants.

5.7 **Developer Covenant to Defend this Agreement.** The Developer acknowledges that the City is a "**public entity**" and/or "**public agency**" as defined under applicable California law. Therefore, the City must satisfy the requirements of certain California statutes relating to the actions of public entities and public agencies including, without limitation, CEQA. Also, as a public body, the City's action in approving this Agreement may be subject to proceedings to

invalidate this Agreement or mandamus. The Developer assumes the risk of delays and damages that may result to the Developer from any third-party legal actions related to the City's approval of this Agreement or the pursuit of the activities contemplated by this Agreement, even in the event that an error, omission or abuse of discretion by the City is determined to have occurred. If a third-party files a legal action regarding the City's approval of this Agreement or the pursuit of the activities contemplated by this Agreement, either the City may terminate this Agreement on thirty (30) days written notice to the Developer of the City's intent to terminate this Agreement, referencing this Section 5.7, without any further obligation to perform the terms of this Agreement and without any liability to the Developer resulting from such termination, unless the Developer unconditionally agrees to indemnify and defend the City, with legal counsel reasonably acceptable to the City, against such third-party legal action, as provided in the next sentence. Within thirty (30) days of receipt of the City's notice of intent to terminate this Agreement, as provided in the preceding sentence, the Developer may offer to defend the City, with legal counsel reasonably acceptable to the City, in the third-party legal action and pay all of the court costs, attorney fees, monetary awards, sanctions, attorney fee awards, expert witness and consulting fees, and the expenses of any and all financial or performance obligations resulting from the disposition of the legal action. Any such offer from the Developer must be in writing and reasonably acceptable to the City in both form and substance. Nothing contained in this Section 5.7 shall be deemed or construed to be an express or implied admission that the City is liable to the Developer or any other person or entity for damages alleged from any alleged or established failure of the City to comply with any statute, including, without limitation, CEQA. The Developer's defense of such third party actions as described in this Section 5.7 shall constitute an Unavoidable Delay.

5.8 **Environmental Indemnity of the City by the Developer.** Subject to the representation and warranties of the City hereunder, the Developer agrees, at its sole cost and expense, to fully indemnify, protect, hold harmless, and defend (with counsel selected by the Developer and approved by the City) the City and its commissions, agents, attorneys, officers, employees, and authorized representatives (collectively, the "**Indemnified Parties**"), from and against any and all claims, demands, damages, losses, liabilities, obligations, penalties, fines, actions, causes of action, judgments, suits, proceedings, costs, disbursements and expenses, including, without limitation, attorney fees, disbursements and costs of attorneys, environmental consultants and other experts, and all foreseeable and unforeseeable damages or costs of any kind or of any nature whatsoever (collectively, "**Environmental Claims**") that may, at any time, be imposed upon, incurred or suffered by, or claimed, asserted or awarded against, the Indemnified Parties, directly or indirectly relating to or arising from any of the following "**Environmental Matters**" existing or occurring during or arising from the Developer's ownership of the Property or construction or operation of the Project:

5.8.1 The presence of Hazardous Materials on, in, under, from or affecting all or any portion of the Property or the Project.

5.8.2 The storage, holding, handling, release, threatened release, discharge, generation, leak, abatement, removal or transportation of any Hazardous Materials on, in, under, from or affecting the Property or the Project.

5.8.3 The violation of any law, rule, regulation, judgment, order, permit, license, agreement, covenant, restriction, requirement or the like by the Developer, its agents or

contractors, relating to or governing in any way Hazardous Materials on, in, under, from or affecting the Property or the Project.

5.8.4 The failure of the Developer, its agents or contractors, to properly complete, obtain, submit and/or file any and all notices, permits, licenses, authorizations, covenants and the like in connection with the Developer's activities on the Property or regarding the Project.

5.8.5 The implementation and enforcement by the Developer, its agents or contractors of any monitoring, notification or other precautionary measures that may, at any time, become necessary to protect against the release, potential release or discharge of Hazardous Materials on, in, under, from or affecting the Property or the Project.

5.8.6 The failure of the Developer, its agents or contractors, in compliance with all applicable Environmental Laws, to lawfully remove, contain, transport or dispose of any Hazardous Materials existing, stored or generated on, in, under or from the Property or the Project.

5.8.7 Any investigation, inquiry, order, hearing, action or other proceeding by or before any governmental agency in connection with any Hazardous Materials on, in, under, from or affecting the Property or the Project or the violation of any Environmental Law relating to the Property or the Project.

5.8.8 The Developer shall pay to the Indemnified Parties all costs and expenses including, without limitation, reasonable attorneys' fees and costs, incurred by the Indemnified Parties in connection with enforcement of the aforementioned environmental indemnity.

5.9 **Insurance.** In order to protect the City and its commissions, agents, attorneys, officers, employees and authorized representatives (collectively, "**Additional Insureds**") against any and all claims and liability for death, injury, loss and damage resulting from the Developer's actions in connection with this Agreement, the Property, and the Project, the Developer shall secure and maintain the insurance coverage, described in and required by this Section 5.9. The City shall not have any obligation under this Agreement until the Developer provides the required policies and/or certificates evidencing the insurance required by this Section 5.9 to the City and the City approves such evidence of insurance. The Developer shall pay any deductibles and self-insured retentions under all insurance policies issued in satisfaction of the terms of this Agreement. Developer shall retain all insurance policies as set forth in this Section 5.9 until recordation of the Certificate of Completion.

5.9.1 **Workers' Compensation Insurance Requirement.** The Developer shall submit written proof that the Developer is insured against liability for workers' compensation in accordance with the provisions of Section 3700 of the Labor Code. By executing this Agreement, the Developer makes the following certification, required by Section 1861 of the Labor Code:

> "I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance

> with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

The Developer shall require each contractor and sub-contractor performing work on the Project to provide workers' compensation coverage for all of such contractor's or sub-contractor's employees, unless the contractor's or sub-contractor's employees are covered by workers' compensation insurance provided by the Developer. If any class of employees engaged in work or services performed in connection with the Project is not covered by Labor Code Section 3700, the Developer shall provide and/or require each contractor or sub-contractor to provide adequate workers' compensation insurance covering such employees. Each workers' compensation policy procured pursuant to this Section 5.9.1 shall contain a full waiver of subrogation clause in favor of the Additional Insureds.

5.9.2 <u>Liability and Permanent Insurance Requirements</u>.

5.9.2.1 The Developer shall maintain in full force and effect, until the issuance of the Certificate of Completion, subject to Section 5.9.2.4, the following insurance coverage:

5.9.2.1.1 Commercial General Liability Insurance coverage, including, but not limited to, Premises-Operations, Contractual Liability Insurance (specifically covering all indemnity obligations of the Developer pursuant to this Agreement), Products-Completed Operations Hazards, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of the construction of the Project and/or the Developer's operations concerning the Property or the Project. The commercial general liability insurance coverage shall have minimum limits for Bodily Injury and Property Damage liability of TWO MILLION DOLLARS ($2,000,000) each occurrence and FOUR MILLION DOLLARS ($4,000,000) aggregate.

5.9.2.1.2 Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering all owned, leased, hired and non-owned vehicles used by the Developer with minimum limits for Bodily Injury and Property Damage of ONE MILLION DOLLARS ($1,000,000) each occurrence and TWO MILLION DOLLARS ($2,000,000) aggregate. Such insurance shall be provided by a business or commercial vehicle policy.

5.9.2.1.3 If the Developer hires a consultant to provide design services, such as architectural or engineering services in connection with the Project, or any portion of the Project, the Developer shall require each such consultant to provide Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, the performance of such design services, with limits of not less than ONE MILLION DOLLARS ($1,000,000).

5.9.2.1.4 Upon acceptance of the Project or any portion thereof, from each contractor, the Developer shall maintain Fire and Extended Coverage Insurance on the Project on a blanket basis or with an agreed amount clause in amounts not less than 100%

of the replacement value of all portions of the Project so accepted.

5.9.2.2 During the construction of the Project, the Developer shall require that each contractor performing work on the Project maintain the following insurance coverage, as specified below, at all times during the performance of said work, or the Developer shall provide for such contractors "wrap" coverage, as specified below, at all times during the performance of said work:

5.9.2.2.1 The Developer shall maintain Builder's Risk Insurance to be written on an All Risk Completed Value form, in an aggregate amount equal to 100% of the completed insurable value of the Project or portion of the Project on which such contractor is performing work.

5.9.2.2.2 Each general contractor and each sub-contractor shall maintain Commercial General Liability Insurance with limits of not less than ONE MILLION DOLLARS ($1,000,000) per occurrence and TWO MILLION DOLLARS ($2,000,000) aggregate to protect the Developer during the construction of the Project from claims involving bodily injury and/or death and damage to the property of others.

5.9.2.2.3 Each general contractor and each sub-contractor shall maintain Automobile Liability Insurance against claims of personal injury (including bodily injury and death) and property damage covering all owned, leased, hired and non-owned vehicles used in the performance of the contractor's obligations with minimum limits for bodily injury and property damage of ONE MILLION DOLLARS ($1,000,000) each occurrence and TWO MILLION DOLLARS ($2,000,000) aggregate. Such automobile liability insurance shall be provided by a business or commercial vehicle policy.

5.9.2.3 The insurance required in Section 5.9.2.1 and Section 5.9.2.2 above shall include endorsements naming the Additional Insureds as additional insured for liability arising out of this Agreement and any operation related to this Agreement.

5.9.2.4 Any insurance coverage required under this Agreement shall not be written on a "claims made" basis. The applicable certificate of insurance must clearly provide that the coverage is on an "occurrence" basis. The requirements of this Section 5.9.2.4 shall survive any expiration or termination of this Agreement and the recordation of the Grant Deed and any Certificate of Completion.

5.9.2.5 Receipt by the City of evidence of insurance that does not comply with the above requirements shall not constitute a waiver of the insurance requirements of this Agreement.

5.9.2.6 Subject to Section 5.9.2.4, all of the insurance coverage required under this Section 5.9 shall be maintained by the Developer or its contractors, as required by the terms of this Agreement, until the issuance of the Certificate of Completion and shall not be reduced, modified, or canceled without, at least, thirty (30) days prior written notice to the City. Also, phrases such as "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company" shall not be included in the cancellation wording of any certificates of insurance or any coverage for the Additional Insureds. The Developer shall

immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits are exhausted or upon insolvency of the insurer that issued the policy.

5.9.2.7 All insurance to be obtained and maintained by the Developer under this Section 5.9 shall be issued by a company or companies listed in the then current "Best's Key Rating Guide" publication with a minimum of an "A:VII" rating and be admitted to conduct business in the State of California by the State of California Department of Insurance.

5.9.2.8 The City will not accept self-insurance in satisfaction of the insurance requirements of this Section 5.9.

5.9.2.9 All insurance obtained and maintained by the Developer in satisfaction of the requirements of this Agreement shall be primary to and not contributing to any insurance maintained by the Additional Insureds.

5.9.2.10 Insurance coverage in the minimum amounts set forth in this Section 5.9 shall not be construed to relieve the Developer of any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the Additional Insureds from taking such other actions as are available to them under any other provision of this Agreement or otherwise at law.

5.9.3 Failure by the Developer to maintain all insurance coverage required by this Section 5.9 in effect shall be an Event of Default by the Developer. The City, at its sole option, may exercise any remedy available to them in connection with such an Event of Default. Alternatively, the City may, at its sole option, purchase any such required insurance coverage and the City shall be entitled to immediate payment from the Developer for any premiums and associated costs paid by the City for such insurance coverage. Any election by the City to purchase or not to purchase insurance otherwise required to be carried by the Developer shall not relieve the Developer of its obligation to obtain and maintain the insurance coverage required by this Agreement.

ARTICLE VI

PROJECT FINANCING

6.1 **Recordation of Construction Loan Deed of Trust.** The Developer covenants to the City that, if Developer has arranged any secured Construction Loan, the Developer shall cause the Construction Loan Deed of Trust(s) to be recorded against the Property within sixty (60) days following the Close of Escrow.

6.2 **Unauthorized Liens.** Except as provided in Section 6.3, until recordation of the Certificate of Completion, the Developer shall not record, and shall not allow to be recorded, against the Property, or any portion thereof, any Lien not expressly authorized by this Agreement. Until recordation of the Certificate of Completion, the Developer shall remove, or shall have removed, any unauthorized Lien made or recorded against the Property or any portion of the Property, or shall assure the satisfaction thereof to the satisfaction of the City. After one hundred twenty (120) calendar days prior written notice to the Developer, the City shall have the right, but

not the obligation, to satisfy any unauthorized Lien made or recorded prior to recordation of the Certificate of Completion and receive reimbursement from the Developer for any amounts paid or incurred in satisfying any such Lien, upon demand. Nothing in this Section 6.2, though, shall require the Developer to pay or make provisions for the payment of any tax, assessment, lien, or charge that the Developer is in the process of contesting the validity or amount thereof, in good faith, and so long as such contest shall not subject the Property, or any portion thereof, to forfeiture or sale.

6.3 Rights of Lenders and City Regarding Permitted Loans and Liens.

6.3.1 The City shall have the right of reasonable review and approval of any Lender from which the Developer proposes to obtain any Loan, whether or not such Loan is secured by a Lien against the Property or any portion thereof. The City shall not unreasonably withhold, condition or delay its approval of any proposed Lender or Loan. In deciding whether to give, condition or withhold such approval, the City may consider, among other matters, whether or not the proposed Lender is a state or federally chartered bank, savings and loan, or other financial institution which routinely provides construction financing to development projects such as the Project, whether the terms of the Loan are reasonable and customary when compared to the financing terms of similar development projects in the County, the size and financial strength of the proposed Lender, and what effect, if any, any changes requested by the Lender to either this Agreement or any of the exhibits to this Agreement may have upon the City's rights and remedies hereunder. In connection therewith, in any notice requesting approval of a proposed Lender and Loan, the Developer shall include a statement identifying any amendments, modifications, or other changes to this Agreement or its exhibits which the proposed Lender will request in connection with the Developer's obtaining of the Loan. The City agrees to reasonably consider, but shall not be obligated to accept, any amendment, modification, or other change to this Agreement or any of the exhibits to this Agreement which materially restricts, diminishes, or burdens the City's rights and remedies.

6.3.2 Whenever the City delivers any notice or demand to the Developer regarding any breach or default by the Developer under this Agreement that, if not timely cured by the Developer, would entitle the City to terminate this Agreement, the City shall send a copy of such notice to each affected Lender of which the City has received notice and a contact address for transmittal of such notices. Whenever the City delivers any notice or demand to the Developer regarding any breach or default by the Developer under this Agreement that, if not timely cured by the Developer, would entitle the City to exercise its power of termination of the fee estate of all or any portion of the Property pursuant to Section 7.6, the City shall at the same time send a copy of such notice or demand to each affected Lender of which the City has received notice and a contact address for transmittal of such notice. Each affected Lender receiving a copy of any such notice shall have the right, at its option, to commence the cure or remedy of any such default of the Developer and to diligently and continuously proceed with such cure or remedy, within one hundred eighty (180) calendar days following its receipt of notice of the default. If a default of the Developer under this Agreement cannot, with diligence, be remedied or cured, or the remedy or cure of such default cannot be commenced, within such one hundred eighty (180) calendar day period, the Lender shall have such additional time as is reasonably necessary to remedy or cure such default of the Developer, but in no event beyond three hundred sixty five (365) calendar days following its receipt of notice of the default. If such default of the Developer can only be remedied

or cured by the Lender upon obtaining possession of the Property, the Lender shall seek to obtain possession of the Property with diligence and continuity through a receiver or otherwise, and shall remedy or cure such default of the Developer within one hundred eighty (180) calendar days after obtaining possession of the Property. Nothing contained in this Agreement shall be deemed to permit or authorize any Lender to undertake or continue the construction of any portion of the Project (beyond the extent necessary to conserve or protect improvements or construction already made), without expressly assuming the Developer's obligations under this Agreement by written agreement approved by the City, in which the Lender agrees to complete, in the manner provided in this Agreement, the improvements to which the Lien or title of the Lender relates, which approval shall not unreasonably be withheld, delayed, or conditioned by the City.

6.3.3 In any case where, one hundred eighty (180) calendar days after delivery of notice of a default of the Developer under Section 6.3.2, an affected Lender has not exercised the option provided in Section 6.3.2 to construct the applicable portions of the Project, or has exercised the option, but has not proceeded diligently and continuously with construction, the City shall have the option, in the City's sole and absolute discretion, to purchase the Loan of such Lender and any security interest of such Lender under its Loan Documents by payment to the Lender of the amount of the unpaid Loan, including principal, accrued and unpaid interest, late charges, costs, expenses and other amounts payable to the Lender by the Developer under its Loan Documents and, if the ownership of the Property or any portion of the Property has previously vested in such Lender, the City, at its option but not as its obligation, shall be entitled to a conveyance of any title or interest in the Property vested in such Lender from such Lender.

6.3.4 After expiration of the one hundred eighty (180) calendar day period provided for in Section 6.3.3, any affected Lender may demand, in writing, that the City act to exercise or forego the option granted in Section 6.3.3. If the City fails to exercise the right granted in Section 6.3.3 within sixty (60) calendar days from the date of the City's receipt of such written demand from a Lender, the City shall be conclusively deemed to have waived its right of purchase of that Lender's interest pursuant to Section 6.3.3.

6.3.5 In the event of a default or breach by the Developer under any Loan Documents, where the Lender has not exercised its option to complete the Project under Section 6.3.2, the City may cure the default of the Developer under the applicable Loan Documents, but is under no obligation to do so, prior to completion of any sale or foreclosure of the Property or any portion thereof under the applicable Loan Documents. The City shall be entitled to reimbursement from the Developer of all costs and expenses incurred by the City in curing any default of the Developer under any Loan Documents.

6.3.6 In any case where a Lender has acquired title to all or any portion of the Property or Project through foreclosure, deed in lieu of foreclosure, or any other means, and such Lender proposes to enter into an agreement to transfer the Property and/or Project, or any portion thereof, to a third party transferee, the Lender shall provide the City with written notice thereof, which notice shall include a reasonably detailed description of the terms and conditions of the proposed transaction. The City shall have the option, but not the obligation, to purchase the Property and/or Project on substantially the same terms as described in the Lender's notice, which option, if ever, shall be exercised by written notice from the City to the Lender within twenty (20) days following the City's receipt of the Lender's notice. If the City elects not to exercise its option,

then, subject to Section 8.2.2, the Lender may complete the transaction described in its notice, provided that such transaction is closed on materially identical terms and conditions as those described in the Lender's notice to the City. If the Lender and third party transferee desire to materially amend the terms of their proposed transaction, the Lender shall give the City written notice of the proposed modifications and the City shall once again have the right to elect to acquire the Property and the Project (or portion thereof) on terms and conditions substantially similar to those modified terms. If, for any reason, the proposed transaction between the Lender and third party transferee fails to close within two hundred forty (240) days following the date on which the City first receives notice of the proposed transaction (or notice of the proposed modified transaction, whichever is later), then the City once again have the right to elect to acquire the Property and/or Project pursuant to this Section 6.3.6.

6.3.7 The restrictions set forth in this Section 6.3 shall remain in effect only until the recordation of the Certificate of Completion for the Project.

ARTICLE VII

DEFAULTS, REMEDIES AND TERMINATION

7.1 Defaults - General.

7.1.1 Subject to any extensions of time provided for in this Agreement, failure or delay by any Party to perform any term or provision of this Agreement shall constitute an "Event of Default" under this Agreement; provided, however, that if a Party otherwise in default commences to cure, correct or remedy such default, within thirty (30) calendar days after receipt of written notice from the injured Party specifying such default, and shall diligently and continuously prosecute such cure, correction or remedy to completion (and where any time limits for the completion of such cure, correction or remedy are specifically set forth in this Agreement, then within said time limits), such Party shall not be deemed to be in default under this Agreement and no Event of Default shall be deemed to have occurred.

7.1.2 The injured Party shall give written notice of default to the Party in default, specifying the default complained of by the non-defaulting Party. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default.

7.1.3 Any failure or delays by any Party in asserting any of their rights and/or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by any Party in asserting any of its rights and/or remedies shall not deprive that Party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert or enforce any such rights or remedies.

7.1.4 In addition to other acts or omissions of the Developer that may legally or equitably constitute a default or breach of this Agreement, the occurrence of any of the following specific events, prior to the issuance of a Certificate of Completion for the Project, shall constitute an "Event of Default" under this Agreement and shall not be subject to the notice and cure provisions of Section 7.1.1:

7.1.4.1 Any material default by the Developer under any Loan

Documents for any purpose or reason that remains uncured following any applicable notice and expiration of any applicable cure period under such Loan Documents.

7.1.4.2 Any representation, warranty or disclosure made to the City by the Developer regarding this Agreement or the Project is materially false or misleading, whether or not such representation or disclosure appears in this Agreement.

7.1.4.3 The Developer fails to make any payment or deposit of funds required under this Agreement or to pay any other charge set forth in this Agreement, following seven (7) days' written notice to the Developer from the City of such failure.

7.1.4.4 The construction of the Project is delayed or suspended for a period in excess of that permitted under Section 4.3 or the Developer has not been issued, or entitled to be issued, a Certificate of Completion by the Project Completion Date.

7.1.4.5 There occurs any event of dissolution, reorganization or termination of the Developer that adversely and materially affects the operation or value of the Property or the Project, and such event is not corrected within five (5) days following written notice of such event from the City to the Developer.

7.1.4.6 The Developer Transfers its interest in this Agreement, the Property, or the Project, or any portion thereof, whether voluntarily or involuntarily or by operation of law, in violation of the terms and conditions of this Agreement and such action is not cured within the period prescribed in Section 8.2.2.

7.1.4.7 The Developer becomes insolvent or a receiver is appointed to conduct the affairs of the Developer under state or federal law.

7.1.4.8 The Developer's legal status as a California limited liability company authorized by the Secretary of State of the State of California to transact business in California is suspended or terminated, and such suspension is not cured within five (5) days following written notice thereof.

7.2 ***Reserved***.

7.3 ***Reserved***.

7.4 **Legal Actions**.

7.4.1 Except as otherwise provided by Section 7.3, any Party may institute legal action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy available to that Party under this Agreement or at law or in equity. Such legal actions must be instituted in the Superior Court of the State of California in and for the County of San Bernardino, California, in any other appropriate court within the County of San Bernardino, California.

7.4.2 The procedural and substantive laws of the State of California shall govern the interpretation and enforcement of this Agreement, without regard to conflicts of laws

principles. The Parties acknowledge and agree that this Agreement is entered into, is to be fully performed in and relates to real property located in the City of Ontario, County of San Bernardino, California.

7.5 Rights and Remedies are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties set forth in this ARTICLE VII are non-exclusive and cumulative, and the exercise by any Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party(ies).

7.6 City Power of Termination Regarding the Property.

7.6.1 The City hereby reserves a power of termination pursuant to Civil Code Sections 885.010, et seq., exercisable by the City, in its sole and absolute discretion, upon thirty (30) calendar days written notice to the Developer referencing this Section 7.6, to terminate the fee interest of the Developer in the Property and/or any improvements to the Property and revest such fee title in the City and take possession of all or any portion of such real property and improvements, without compensation to the Developer, upon the occurrence of an Event of Default by the Developer following the Close of Escrow and prior to the issuance of the Certificate of Completion.

7.6.2 The thirty (30) calendar day written notice specified Section 7.6.1 shall specify the Event of Default by the Developer triggering the City's exercise of its power of termination. The City shall proceed with its remedy set forth in Section 7.6.1 only if the Developer continues in default for a period of sixty (60) calendar days following such notice or, upon commencing to cure such default, fails to diligently and continuously prosecute said cure to satisfactory conclusion.

7.6.3 The rights of the City under this Section 7.6 shall be subject and subordinate to, shall be limited by and shall not defeat, render invalid or limit:

7.6.3.1 Each Lien recorded against the Property and specifically authorized by this Agreement as a Permitted Transfer;

7.6.3.2 Any leases, declarations of covenants, conditions and restrictions, easement agreements or other recorded documents or interests applicable to the Property and specifically authorized by this Agreement as a Permitted Transfer.

7.6.4 Upon the City's exercise of its power of termination pursuant to this Section 7.6, the Developer or its successors or assigns shall convey by grant deed to the City title to the Property, as specified in the City's notice pursuant to Section 7.6.1, and all improvements thereon, in accordance with Civil Code Section 1109, as such code section may hereafter be amended, renumbered, replaced or substituted. Such conveyance shall be duly acknowledged by the Developer and a notary in a manner suitable for recordation. The City may enforce its rights pursuant to this Section 7.6 by means of an injunctive relief or forfeiture of title action filed in any court of competent jurisdiction.

7.6.5 Upon the revesting in the City of title to the Property, whether by grant

deed or court decree, the City shall exercise its reasonable good faith efforts to resell the Property at its then fair market value, as soon and in such manner as the City shall, in its sole discretion, find feasible and consistent with the objectives of the City's General Plan, to a qualified and responsible person or persons (as reasonably determined by the City) who will assume the Developer's obligations to begin and/or complete and/or operate that portion of the Project located on the Property, or such other replacement development acceptable to the City, in its sole and absolute discretion. Upon any such resale of the Property (or any portion thereof), the proceeds to the City from such sale shall be applied as follows:

7.6.5.1 First, to pay any and all amounts required to release/reconvey any Lien recorded against all or any portion of the Property; and

7.6.5.2 Second, to reimburse the City on its own behalf or on behalf of the City for all actual internal and third-party costs and expenses previously or currently incurred by the City related to the Property, the Project, or this Agreement, including, but not limited to, customary and reasonable fees or salaries to third-party personnel engaged in such actions, in connection with the recapture, management and resale of the Property or any part thereof; all taxes, assessments and utility charges paid by the City with respect to the Property or portion thereof; any payment made or necessary to be made to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations incurred by the Developer with respect to the acquisition of the Property or the construction of the Project; and amounts otherwise owing to the City by the Developer or its successors or assigns pursuant to the terms of this Agreement; and

7.6.5.3 Third, to the extent that any proceeds from such resale are, thereafter, available, taking into account any prior encumbrances with a claim thereto, to reimburse the Developer, or its successors in interest to the equal to the sum of: (1) the Purchase Price; and (2) the third-party costs actually incurred and paid by the Developer regarding the development of the Project located on the Property, including, but not limited to, pro rata costs of carry, taxes, and other items as set forth in a cost certification to be made by the Developer to the City prior to any such reimbursement, which certification shall be subject to the City's reasonable approval; provided, however, that the Developer shall not be entitled to reimbursement for any expenses to the extent that such expenses relate to any loans, Liens or other encumbrances that are paid by the City pursuant to the provisions of sub-sections 7.6.5.1 or 7.6.5.2 above.

7.6.5.4 Any portion of the proceeds from the resale of the Property remaining after the foregoing applications shall be retained by the City as their sole and exclusive property.

7.6.6 IMMEDIATELY FOLLOWING THE THIRTY (30) DAY PERIOD SPECIFIED IN SECTION 7.6.1, ABOVE, THE CITY, ITS EMPLOYEES AND AGENTS SHALL HAVE THE RIGHT TO REENTER AND TAKE POSSESSION OF THE PROPERTY AND ANY IMPROVEMENTS THEREON, WITHOUT FURTHER NOTICE OR COMPENSATION TO THE DEVELOPER. BY INITIALING BELOW, THE DEVELOPER HEREBY EXPRESSLY WAIVES, TO THE MAXIMUM EXTENT ALLOWED BY LAW, ANY AND ALL RIGHTS THAT THE DEVELOPER MAY HAVE UNDER CALIFORNIA CIVIL CODE SECTION 791 AND CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 1162,

AS THOSE STATUTES MAY BE AMENDED, REPLACED, RENUMBERED OR SUBSTITUTED, OR UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT.

DEVELOPER'S INITIALS _____

7.6.7 THE DEVELOPER ACKNOWLEDGES AND AGREES THAT THE CITY'S EXERCISE OF ITS POWER OF TERMINATION AND RIGHT OF REENTRY PURSUANT TO THIS SECTION 7.6 MAY WORK A FORFEITURE OF THE ESTATE IN THE DEFAULTED PORTION OF THE PROPERTY CONVEYED TO THE DEVELOPER THROUGH THE GRANT DEED. THE DEVELOPER HEREBY EXPRESSLY WAIVES, TO THE MAXIMUM EXTENT ALLOWED BY LAW, ANY AND ALL EQUITABLE AND LEGAL DEFENSES THAT THE DEVELOPER MAY HAVE TO SUCH FORFEITURE, INCLUDING, BUT NOT LIMITED TO, THE DEFENSES OF LACHES, WAIVER, ESTOPPEL, SUBSTANTIAL PERFORMANCE OR COMPENSABLE DAMAGES. THE DEVELOPER FURTHER EXPRESSLY WAIVES, TO THE MAXIMUM EXTENT ALLOWED BY LAW, ANY AND ALL RIGHTS AND DEFENSES THAT THE DEVELOPER MAY HAVE UNDER CALIFORNIA CIVIL CODE SECTION 3275 OR ANY OTHER STATUTE OR COMMON LAW PRINCIPLE OF SIMILAR EFFECT. THE DEVELOPER ACKNOWLEDGES THAT THE TERMS AND CONDITIONS OF THIS AGREEMENT REFLECT THE POSSIBILITY OF FORFEITURE BY VIRTUE OF THE EXERCISE OF THE CITY'S POWER OF TERMINATION PROVIDED IN THIS SECTION 7.6 AND FURTHER ACKNOWLEDGE THAT IT HAS RECEIVED INDEPENDENT AND ADEQUATE CONSIDERATION FOR ITS WAIVER AND RELINQUISHMENT OF RIGHTS AND REMEDIES PURSUANT TO SECTION 7.6.6. AND THIS SECTION 7.6.7.

DEVELOPER'S INITIALS _____

7.7 **Developer Indemnification of the City.** In addition to any other specific indemnification or defense obligations of the Developer set forth in this Agreement, the Developer agrees to indemnify, defend (upon written request by the City and with counsel reasonably acceptable to the City and hold harmless the Indemnified Parties, from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs and expenses, including, but not limited to reasonable attorney's fees of counsel retained by the Indemnified Parties, expert fees, costs of staff time, and investigation costs, of whatever kind or nature, that are in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, through any act, omission, fault or negligence, whether active or passive, of the Developer or the Developer's officers, agents, employees, independent contractors or subcontractors of any tier, relating in any manner to this Agreement, any work to be performed by the Developer related to this Agreement, the Property, or the Project, or any authority or obligation exercised or undertaken by the Developer under this Agreement. Without limiting the generality of the foregoing, the Developer's obligation to indemnify the Indemnified Parties shall include injury or death to any person or persons, damage to any property, regardless of where located, including the property of the Indemnified Parties, any workers' compensation or prevailing wage determination, claim or suit or any other matter arising from or connected with any goods or materials provided or services or labor performed regarding the Project or the Property on behalf of the Developer by any person or entity.

ARTICLE VIII

GENERAL PROVISIONS.

8.1 Incorporation of Recitals. The Recitals of fact set forth preceding this Agreement are true and correct and are incorporated into this Agreement in their entirety by this reference.

8.2 Restrictions on Transfers.

8.2.1 The Developer acknowledges that the qualifications and identity of the Developer are of particular importance to the City. The Developer further recognizes and acknowledges that the City has relied and is relying on the specific qualifications and identity of the Developer in entering into this Agreement with the Developer and, as a consequence, Transfers are permitted only as expressly provided in this Agreement. The Developer shall promptly notify the City in writing of any and all changes whatsoever in the identity of the business entities or individuals either comprising or in control of the Developer, as well as any and all changes in the interest or the degree of control of the Developer by any such person, of which information the Developer or any of its partners, members or officers are notified or may otherwise have knowledge or information.

8.2.2 Except as expressly permitted in this Agreement, the Developer represents to the City that it has not made and agrees that it will not make or create, or suffer to be made or created, any Transfer other than a Permitted Transfer, either voluntarily, involuntarily or by operation of law, until after the recordation of a Certificate of Completion for the Project subject to the Transfer; provided, however, that the City may approve in its reasonable discretion, Transfers other than Permitted Transfers prior to the recordation of a Certificate of Completion. In deciding whether to approve or disapprove any proposed Transfer, the City may consider the proposed transferee's financial strength and the experience of the proposed transferee and its senior management in undertaking and successfully completing projects of a similar type and size as the Project or that portion of the Project proposed to be transferred. Any Transfer made in contravention of this Section 8.2 shall be voidable at the election of the City and this Agreement may be terminated by the City or the City may exercise any other remedy available to the City under the terms of this Agreement, provided, however, that (i) the City shall first notify the Developer in writing of its intention to terminate this Agreement or to exercise any other remedy, and (ii) the Developer shall have twenty (20) calendar days following its receipt of such written notice to commence and, thereafter, diligently and continuously proceed to cure the default of the Developer and submit evidence of the initiation and satisfactory completion of such cure to the City, in a form and substance reasonably satisfactory to the City.

8.2.3 The Developer shall provide the City no less than thirty (30) days prior written notice of any proposed Permitted Transfer which the Developer desires to enter into prior to the recordation of a Certificate of Completion for the Project subject to the Transfer, other than a Permitted Transfer for which no notice shall be required. The Developer shall have the burden of demonstrating to the City's reasonable satisfaction that the proposed Permitted Transfer meets the conditions and requirements of this Agreement with respect to Permitted Transfers.

8.2.4 In connection with the City's review of any request for approval of any

proposed Transfer under this Section 8.2, or of any Lender or Loan under Section 6.3, the Developer agrees to reimburse the City for those third party costs and expenses reasonably incurred by the City in connection with its review of the Developer's request for approval, including, without implied limitation, the reasonable fees and costs of those outside consultants and legal counsel retained by the City to assist it in its review of the Developer's request, including the City Attorney.

8.2.5 Anything in this Agreement to the contrary notwithstanding, the restrictions and prohibitions on Transfers contained in this Section 8.2 shall terminate upon issuance of a Certificate of Completion for the Project.

8.3 <u>Notices, Demands and Communications Between the Parties</u>.

8.3.1 Any and all notices, demands or communications submitted by any Party to another Party pursuant to or as required by this Agreement shall be proper, if in writing and dispatched by messenger for immediate personal delivery, by a nationally recognized overnight courier service or by registered or certified United States Mail, postage prepaid, return receipt requested, to the principal office of the City or the Developer, as applicable, as designated in Section 8.3.2. Such written notices, demands or communications may be sent in the same manner to such other addresses as either Party may from time to time designate. Any such notice, demand or communication shall be deemed to be received by the addressee, regardless of whether or when any return receipt is received by the sender or the date set forth on such return receipt, on the day that it is delivered by personal delivery, on the date of delivery by a nationally recognized overnight courier service or three (3) calendar days after it is placed in the United States Mail, as provided in this Section 8.3.

8.3.2 The following are the authorized addresses for the submission of notices, demands or communications to the Parties:

TO DEVELOPER: Ontario Ranch Hotels LLC
Attn: Gurvinder Singh
1140 Natalie Lane
Watsonville, CA 95076
(T) (831) 840-5517
Email: gs@gakhalgroup.com

COPY TO: Brothers Smith LLP
2033 N. Main Street, Suite 720
Walnut Creek, CA 94596
Attn: Roger J. Brothers
(T) 925-944-9700
Email: rbrothers@brotherssmithlaw.com

TO CITY:	City of Ontario Attn: City Manager 303 East B Street Ontario, CA 91764 (T) (909) 395-2000 (F) (909) 395-2420
COPY TO:	Best Best & Krieger, LLP 2855 E. Guasti Rd., Suite 400 Ontario, CA 91761 Attn: Ruben Duran (T) (213) 787-2569 Email: Ruben.Duran@bbklaw.com
TO TITLE COMPANY:	Chicago Title Insurance Company, NCS California Attn: Stephanie Zapalac 4911 Birch Street Newport Beach, CA 92660 (M) (714) 742-7777 Email: Stephanie.Z@ctt.com

8.4 **Conflict of Interest.** No member, official or employee of the City, having any conflict of interest, direct or indirect, related to this Agreement, the Property, or the development or operation of the Project shall participate in any decision relating to this Agreement. The Parties represent and warrant that they do not have knowledge of any such conflict of interest.

8.5 **Warranty Against Payment of Consideration for Agreement.** The Developer warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. Third parties, for the purposes of this Section 8.5, shall not include persons to whom fees are paid for professional services, if rendered by attorneys, financial consultants, accountants, engineers, architects and the like when such fees are considered necessary by the Developer.

8.6 **Non-liability of City, Officials and Employees.** No member, official or employee of the City shall be personally liable to the Developer, or any successor in interest of the Developer, in the event of any default or breach by the City under this Agreement or for any amount that may become due to the Developer or to its successor, or on any obligations under the terms of this Agreement, except as may arise from the gross negligence or willful acts of such member, official or employee.

8.7 **Unavoidable Delay; Extension of Time of Performance.**

8.7.1 Subject to specific provisions of this Agreement, performance by any Party under this Agreement shall not be deemed, or considered to be, in default where any such default is due to an Unavoidable Delay that is not attributable to the fault of the Party claiming an extension of time to perform. An extension of time for any Unavoidable Delay shall be for the period of the Unavoidable Delay and shall commence to run from the date of occurrence of the

Unavoidable Delay, if the Party asserting the existence of the Unavoidable Delay provides the other Parties with written notice of the occurrence of the Unavoidable Delay, within ten (10) days of the commencement of such asserted Unavoidable Delay. Otherwise, the extension of time for an Unavoidable Delay shall commence on the date of receipt of written notice of the occurrence of the Unavoidable Delay by the Parties not requesting an extension of time to perform due to such Unavoidable Delay.

8.7.2 The Parties expressly acknowledge and agree that changes in either general economic conditions or changes in the economic assumptions of either of them that may have provided a basis for entering into this Agreement and that occur at any time after the execution of this Agreement, do not constitute an Unavoidable Delay and do not provide any Party with grounds for asserting the existence of an Unavoidable Delay in the performance of any covenant or undertaking arising under this Agreement. Each Party expressly assumes the risk that changes in general economic conditions or changes in such economic assumptions relating to the terms and covenants of this Agreement could impose an inconvenience or hardship on the continued performance of such Party under this Agreement.

8.8 **Inspection of Books and Records.** The City shall have the right at all reasonable times, and upon reasonable notice, at the City's cost and expense, to inspect the books and records of the Developer pertaining to the Property and/or the Project until a Certificate of Completion has been issued. The Developer shall also have the right at all reasonable times, and upon reasonable notice, at the Developer's sole cost and expense, to inspect the books and records of the City pertaining to the Property and/or the Project, to the extent relevant to the Developer's obligations under this Agreement. Nothing in this Section 8.8 or elsewhere in this Agreement shall, however, constitute a waiver or modification of any right or privilege which any Party may have with respect to any document, statement, or other record, including, without implied limitation, the attorney-client privilege, the attorney-work product privilege, any privilege arising under any state or federal evidentiary code or rule, or any privilege or exclusionary right arising under any state or federal freedom of information or public records disclosure law.

8.9 ***Reserved***.

8.10 **Binding on Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

8.11 **Entire Agreement**.

8.11.1 This Agreement shall be executed in three (3) duplicate originals, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement including all exhibits shall constitute the entire understanding and agreement of the Parties regarding the subjects addressed in this Agreement.

8.11.2 This Agreement integrates all of the terms and conditions mentioned in this Agreement or incidental to this Agreement, and supersedes all negotiations or previous agreements between the Parties with respect to the Property, the Project, and the other subjects addressed in this Agreement.

8.11.3 None of the terms, covenants, agreements or conditions set forth in this Agreement shall be deemed to be merged with any deed conveying title to the Property and this Agreement shall continue in full force and effect before and after such conveyances.

8.11.4 All waivers of the provisions of this Agreement and all amendments to this Agreement must be in writing and signed by the authorized representative(s) of all Parties.

8.12 Execution of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by email, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart had been delivered to the other party in person. Following execution of this Agreement by the authorized representative(s) of the Developer and prompt delivery of such originals, thereafter, to the City, accompanied by an official action of the governing body of the Developer authorizing the individuals executing this Agreement on behalf of the Developer to execute and perform this Agreement, in form and substance acceptable to the City, this Agreement shall be subject to the review and approval by the City Council, in their sole and absolute discretion, no later than forty-five (45) calendar days after such date of delivery to the City. If the City have not approved, executed, and delivered an original of this Agreement to the Developer within the foregoing time period, then no provision of this Agreement shall be of any force or effect for any purpose.

8.13 Survival of Indemnity Obligations. All general and specific indemnity and defense obligations of the Parties set forth in this Agreement shall survive the expiration or termination of this Agreement, the execution or recordation of the Grant Deed, and/or the issuance and recordation of any Certificate of Completion.

8.14 Implementation of Agreement. The City shall implement this Agreement through its City Manager (or his or her duly authorized representative). The City Manager shall have the authority to issue interpretations, waive provisions, and/or enter into amendments to this Agreement on behalf of the City so long as such actions do not materially or substantially change the uses or concept of the Project. All other materials and/or substantive interpretations, waivers, or amendments shall require consideration, action and written consent of the City and/or City Council.

8.15 Time Declared to be of the Essence. As to the performance of any obligation hereunder as to which time is a component thereof, the performance of such obligation within the time provided is of the essence.

[Signatures on Following Pages]

SIGNATURE PAGE
TO
AMENDED AND RESTATED
DISPOSITION AND DEVELOPMENT AGREEMENT
(SPORTS EMPIRE HOTEL)

CITY:

THE CITY OF ONTARIO,
a California municipal corporation

Dated:_____, 2026

By:_____
Scott Ochoa
City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:
BEST BEST & KRIEGER LLP

By: _____
Ruben Duran
City Attorney

46700.12001\43118563.7

SIGNATURE PAGE
TO
AMENDED AND RESTATED
DISPOSITION AND DEVELOPMENT AGREEMENT
(SPORTS EMPIRE HOTEL)

DEVELOPER:

ONTARIO RANCH HOTELS LLC,
a California limited liability company

Dated:_____ By:_____
NAME
TITLE

46700.12001\43118563.7

EXHIBIT A
TO
AMENDED AND RESTATED
DISPOSITION AND DEVELOPMENT AGREEMENT
(SPORTS EMPIRE HOTEL)

LEGAL DESCRIPTION AND PLAT MAP OF THE PROPERTY CONVEYED TO DEVELOPER

ALL THAT PORTION OF LOT 2, BLOCK 1 OF THE MOIST BELT TRACT IN THE CITY OF ONTARIO, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 12, PAGE 45 OF MAPS, RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2;

THENCE SOUTH 89°24'44" EAST ALONG THE NORTHERLY LINE OF SAID LOT 2, A DISTANCE OF 18.35 FEET TO THE PROLONGATION OF THE WESTERLY LINE OF SAID LOT 2;

THENCE SOUTH 00°02'36" WEST ALONG SAID PROLONGATION AND THE WESTERLY LINE OF SAID LOT 2, A DISTANCE OF 284.47 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID WESTERLY LINE SOUTH 00°02'36" WEST, A DISTANCE OF 280.63 FEET;

THENCE SOUTH 45°00'12" EAST, A DISTANCE OF 18.40 FEET;

THENCE SOUTH 90°00'00" EAST, A DISTANCE OF 341.02 FEET;

THENCE NORTH 00°02'31" WEST, A DISTANCE OF 290.09 FEET;

THENCE NORTH 89°25'33" WEST, A DISTANCE OF 353.63 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 2.3688 ACRES, MORE OR LESS.

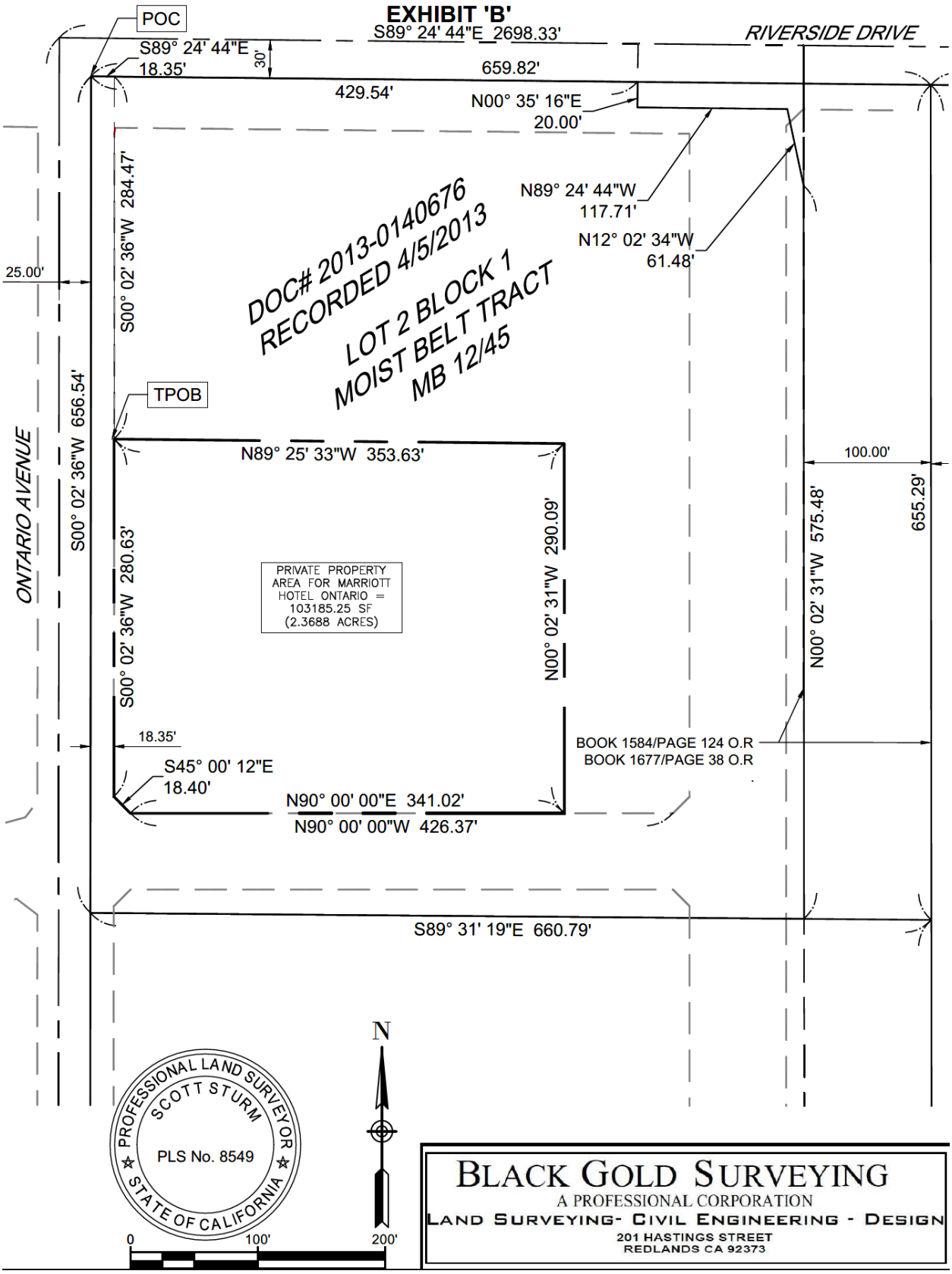

EXHIBIT A

46700.12001\43118563.7

EXHIBIT A-1

LEGAL DESCRIPTION AND PLAT MAP OF PROPERTY CONVEYED TO CITY

LEGAL DESCRIPTION

(APN 216-174-16, 216-174-17)

A PORTION OF PARCELS 2 AND 3 OF PARCEL MAP 983, IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 12, PAGE 34 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF RIVERSIDE DRIVE, 50 FEET SOUTH AND PARALLEL TO THE CENTERLINE OF RIVERSIDE DRIVE AS SHOWN ON SAID PARCEL MAP, AND THE WESTERLY LINE OF SAID PARCEL 2; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY, NORTH 89°18′43″ EAST 589.93 FEET; THENCE ALONG THE ARC OF A 20.00 FOOT RADIUS TANGENT CURVE, CONCAVE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF 89°51′42″ A DISTANCE OF 31.37 FEET TO A LINE THAT IS PARALLEL TO AND 50.00 FEET WEST OF THE CENTERLINE OF VINEYARD AVENUE; THENCE SOUTHERLY ALONG SAID LINE, SOUTH 00°49′35″ EAST 592.68 FEET TO THE SOUTH LINE OF SAID PARCEL 3; THENCE WESTERLY ALONG SAID SOUTH LINE, SOUTH 89°20′03″ WEST 24.00 FEET TO A LINE THAT IS PARALLEL TO AND 74 FEET WEST OF THE CENTERLINE OF VINEYARD AVENUE; THENCE ALONG SAID LINE NORTH 00°49′35″ WEST 563.64 FEET; THENCE NORTH 35°57′17″ WEST 28.15 FEET TO A LINE THAT IS PARALLEL TO AND 76 FEET SOUTH OF THE CENTERLINE OF RIVERSIDE DRIVE; THENCE ALONG SAID LINE SOUTH 89°18′43″ WEST 244.75 FEET; THENCE ALONG THE ARC OF A 135.00 FOOT RADIUS TANGENT CURVE, CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF 13°29′00″, A DISTANCE OF 31.77 FEET; THENCE NORTH 77°12′17″ WEST 35.30 FEET; THENCE ALONG THE ARC OF A 111.00 FOOT RADIUS TANGENT CURVE, CONCAVE SOUTHERLY, THROUGH A CENTRAL ANGLE OF 12°41′49″, A DISTANCE OF 24.60 FEET; THENCE NORTH 89°54′06″ WEST 234.84 FEET TO THE WEST LINE OF SAID PARCEL 2, THENCE NORTHERLY ALONG SAID WEST LINE NORTH 00°49′02″ WEST 7.78 FEET TO THE POINT OF BEGINNING.

AREA: 25489 SQ. FT.

EXHIBIT "B" ATTACHED
AND MADE A PART THEREOF

REGISTERED PROFESSIONAL ENGINEER
GEORGE O'DAY
NO. 32014
CIVIL
STATE OF CALIFORNIA

PREPARED BY OR UNDER
THE DIRECTION OF:

FOR REVIEW

GEORGE O'DAY DATE
R.C.E. NO. 32014

SHEET 1 OF 1

EXHIBIT A

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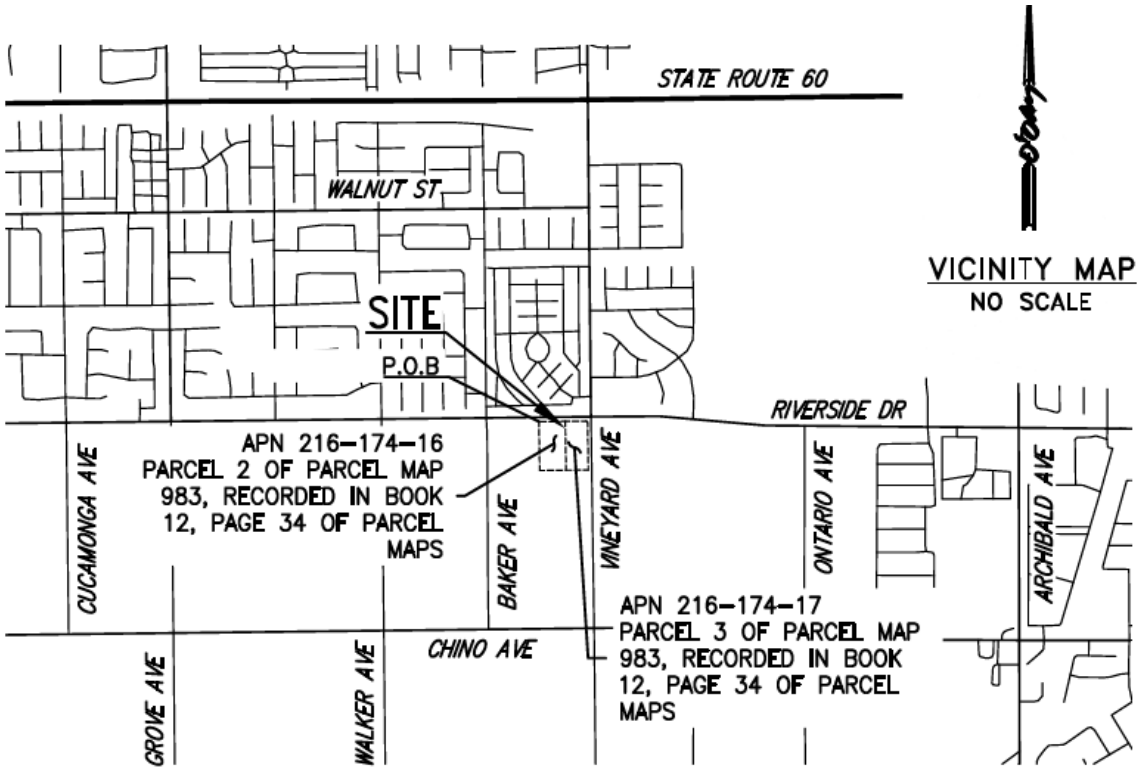


VICINITY MAP
NO SCALE

PROPERTY LEGAL DESCRIPTION

PARCELS 2 AND 3 OF PARCEL MAP 983, IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 12, PAGE 34 OF PARCEL MAPS, RECORDS OF SAID COUNTY.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS PLAN IS THE CALIFORNIA COORDINATE SYSTEM (CCS 83), ZONE 5, EPOCH 2017.50, BEARING BETWEEN FOUND CITY OF ONTARIO CONTROL POINTS X-27-1 AND CITY OF ONTARIO CONTROL POINT X-30-1, IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO.

IE. S 88°00'54" E

REGISTERED PROFESSIONAL ENGINEER
GEORGE O'DAY
NO. 32014
CIVIL
STATE OF CALIFORNIA

FOR REVIEW

GEORGE O'DAY DATE
R.C.E. NO. 32014

LEGEND:

AREA OF LEGAL DESCRIPTION: 25489 SQ. FT.	
ROAD CENTERLINE	
EXISTING LOT/PARCEL LINES	
TIE LINE	
EXISTING RIGHT-OF-WAY (R/W)	
EXISTING EASEMENT LINES	

Prepared by:
O'Day CONSULTANTS
9/27/2024
Date

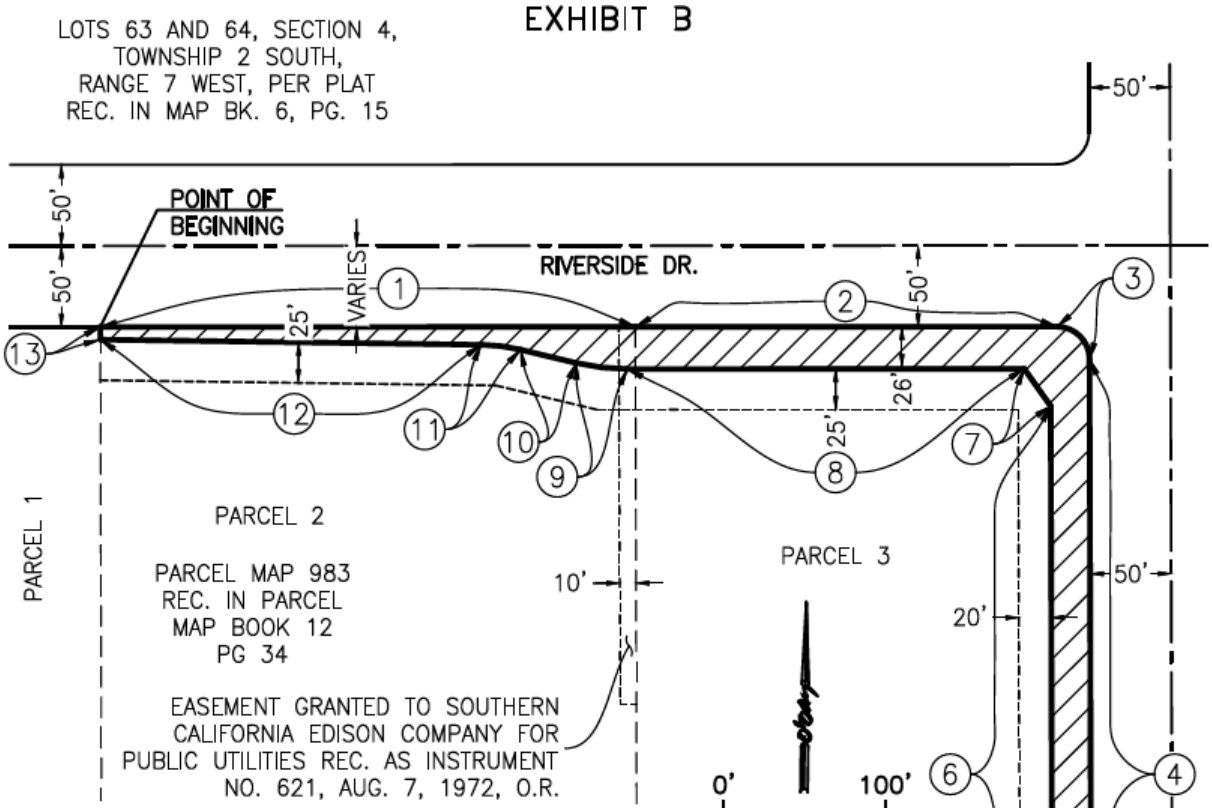
PLAT TO ACCOMPANY LEGAL DESCRIPTION

APN: 216-174-16
216-174-17
DOC. NO.
SHEET: 1 OF 2

EXHIBIT A

46700.12001\43118563.7

EXHIBIT B



NO	DELTA/BEARING (PER PARCEL MAP 983)	RADIUS	LENGTH
1	N89°18'43"E (N89°59'45"E)	---	329.94'
2	N89°18'43"E (N89°59'45"E)	---	259.99'
3	89°51'42" (89°51'08")	20.00'	31.37' (31.35')
4	S00°49'35"E (S00°08'57"E)	---	592.68' (592.56')
5	S89°20'03"W (N89°59'19"W)	---	24.00'
6	N00°49'35"W	---	563.64'
7	N35°57'17"W	---	28.15'
8	S89°18'43"W	---	244.75'
9	13°29'00"	135.00'	31.77'
10	N77°12'17"W	---	35.30'
11	12°41'49"	111.00'	24.60'
12	N89°54'06"W	---	234.84'
13	N00°49'02"W (N00°08'24"W)	---	7.78'

Prepared by: O'Day CONSULTANTS 9/27/2024 Date	PLAT TO ACCOMPANY LEGAL DESCRIPTION	APN: 216-174-16 216-174-17
		DOC. NO.
		SHEET: 2 OF 2

EXHIBIT A

46700.12001\43118563.7

EXHIBIT B
TO
AMENDED AND RESTATED
DISPOSITION AND DEVELOPMENT AGREEMENT
(SPORTS EMPIRE HOTEL)

Scope of Development

The Development will result in the construction of a luxury 5-star hotel featuring 227 guest rooms ("keys") within a four-story building designed to deliver an upscale hospitality experience. Key components of the project include a restaurant and bar, frozen yogurt shop, and conference room/ballroom, as well as rooftop lounge amenities.

The Developer will also be required to build all associated on-site and off-site improvements, including but not limited to all hardscape and landscaping.

EXHIBIT C
TO
AMENDED AND RESTATED
DISPOSITION AND DEVELOPMENT AGREEMENT
(SPORTS EMPIRE HOTEL)

Schedule of Performance

	Action	**Date Action to be Completed By**
1.	Effective Date	See Section 1.3
2.	*Reserved*	
3.	*Reserved*	
4.	*Reserved*	
5.	*Reserved*	
6.	*Reserved*	
7.	*Reserved*	
8.	*Reserved*	
9.	*Reserved*	
15.	*Reserved*	
16.	Developer to commence construction of the Project; Developer to transmit Project Commencement Notice to City	No later than 10 days after the close of escrow
17.	Developer to complete construction and installation of the Project (issuance of certificate of occupancy for the entire Project by the City)	No later than 24 months from the Close of Escrow or may be extended in writing by ninety (90) days and executed by the Parties.

EXHIBIT D
TO AMENDED AND RESTATED
DISPOSITION AND DEVELOPMENT AGREEMENT
(SPORTS EMPIRE HOTEL)

Reserved.

n

EXHIBIT E
TO
AMENDED AND RESTATED
DISPOSITION AND DEVELOPMENT AGREEMENT
(SPORTS EMPIRE HOTEL)

Form of Notice of Agreement

[Attached Behind This Page]

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

The City of Ontario
303 East B Street
Ontario, California 91764
Attn: City Manager

Exempt from Recording fee
pursuant to Gov't Code § 27383

NOTICE OF AGREEMENT

Amended and Restated
Disposition and Development Agreement
(SPORTS EMPIRE HOTEL)

TO ALL INTERESTED PERSONS PLEASE TAKE NOTICE that Ontario Ranch Hotels LLC, a California limited liability company (the "**Developer**"), and the City of Ontario, a California municipal corporation (the "**City**"), entered into an agreement entitled Amended and Restated Disposition and Development Agreement (_____), dated as of _____, 2026(the "**Agreement**"). A copy of the Agreement is on file with the City and is available for inspection and copying by interested persons as a public record of the City at the City's offices located at 303 East B Street, Ontario, California 90164, during the City's regular business hours.

The Agreement affects the real property described in Exhibit A attached to this Notice of Agreement (the "**Property**"). The meaning of defined terms, indicated by initial capitalization, used in this Notice of Agreement shall be the same as the meaning ascribed to such terms in the Agreement.

EXHIBIT E

This NOTICE OF AGREEMENT is dated as of _____, 2026, and has been executed on behalf of the Developer and the City by and through the signatures of their authorized representative(s) set forth below. This Notice of Agreement may be executed in counterparts and when fully executed each counterpart shall be deemed to be one original instrument.

CITY:

CITY OF ONTARIO,
a California municipal corporation

Dated: _____, 2026

By: _____
Scott Ochoa
City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:
Best Best & Krieger LLP

By: _____
Ruben Duran
City Attorney

EXHIBIT E

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DEVELOPER:

ONTARIO RANCH HOTELS LLC,
a California limited liability company

Dated: _____ By: _____
Name:
Title:

[ALL SIGNATURES MUST BE NOTARY ACKNOWLEDGED]

EXHIBIT A
TO
NOTICE OF AGREEMENT

Legal Description of Property

ALL THAT PORTION OF LOT 2, BLOCK 1 OF THE MOIST BELT TRACT IN THE CITY OF ONTARIO, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 12, PAGE 45 OF MAPS, RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2;

THENCE SOUTH 89°24'44" EAST ALONG THE NORTHERLY LINE OF SAID LOT 2, A DISTANCE OF 18.35 FEET TO THE PROLONGATION OF THE WESTERLY LINE OF SAID LOT 2;

THENCE SOUTH 00°02'36" WEST ALONG SAID PROLONGATION AND THE WESTERLY LINE OF SAID LOT 2, A DISTANCE OF 284.47 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID WESTERLY LINE SOUTH 00°02'36" WEST, A DISTANCE OF 280.63 FEET;

THENCE SOUTH 45°00'12" EAST, A DISTANCE OF 18.40 FEET;

THENCE SOUTH 90°00'00" EAST, A DISTANCE OF 341.02 FEET;

THENCE NORTH 00°02'31" WEST, A DISTANCE OF 290.09 FEET;

THENCE NORTH 89°25'33" WEST, A DISTANCE OF 353.63 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 2.3688 ACRES, MORE OR LESS.

EXHIBIT F
TO
AMENDED AND RESTATED
DISPOSITION AND DEVELOPMENT AGREEMENT
(SPORTS EMPIRE HOTEL)

Form of Official Action of Developer

CERTIFICATION OF LLC AUTHORITY

The undersigned members of Ontario Ranch Hotels LLC, a California limited liability company (the "**LLC**"), do certify that we are all of the members of the LLC and that there are no other members.

We further certify that any one (1) of the following named persons, individually:

Gurvinder Singh

Karamvir Gakhal

be, and they are, authorized and empowered for and on behalf of and in the name of the LLC to execute and deliver that certain Amended and Restated Disposition and Development Agreement (Sports Empire Hotel), dated _____, 2026, between The City of Ontario, a California municipal corporation, ("**City**") and the LLC (the "**Agreement**"), to purchase certain real property located in the City of Ontario, California, as specifically described in the Agreement, and all other documents to be executed by the LLC in connection with the transactions contemplated in the Agreement, and to take all actions that may be considered necessary to conclude the transactions contemplated in the Agreement and perform the other obligations of the LLC pursuant to the Agreement.

The authority conferred shall be considered retroactive, and any and all acts authorized in this document that were performed before the execution of this Certificate are approved and ratified. The authority conferred shall continue in full force and effect until the City shall have received notice in writing from the LLC of the revocation of this Certificate.

We further certify that the activities covered by the foregoing certifications constitute duly authorized activities of the LLC; that these certifications are now in full force and effect; and that there is no provision in any document under which the LLC is organized and/or that governs the LLC's continued existence, limiting the power of the undersigned to make the certifications set forth in this certificate, and that such certifications are in conformity with the provisions of all such documents.

LLC Members:

_____

EXHIBIT F

EXHIBIT G
TO
AMENDED AND RESTATED
DISPOSITION AND DEVELOPMENT AGREEMENT
(SPORTS EMPIRE HOTEL)

Form of Certificate of Completion

[Attached Behind This Page]

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

The City of Ontario
303 East B Street
Ontario, California 91764
Attn: City Manager

Exempt from Recording fee
pursuant to Gov't Code § 27383

CERTIFICATE OF COMPLETION
(SPORTS EMPIRE HOTEL)

I, Scott Ochoa, City Manager of the City of Ontario (the "City") certify that:

Section 1. The Project described as [_____] required to be constructed in accordance with that certain Amended and Restated Disposition and Development Agreement (Sports Empire Hotel), dated _____, 2026 ("DDA"), between the City and Ontario Ranch Hotels LLC, a California limited liability company (the "**Developer**"), on that certain real property specifically described in the legal description(s) attached to this Certificate of Completion as **Exhibit A** (the "**Property**"), is complete in accordance with the provisions of the Agreement.

This Certificate of Completion constitutes conclusive evidence of the City's determination of the Developer's satisfaction of its obligation under the Agreement to construct and install the Project on the Property, including any and all buildings, parking areas, landscaping areas and related improvements necessary to support or meet any requirements applicable to the Project and its use and occupancy on the Project, whether or not such improvements are located on or off the Property or on other property subject to the Agreement. Notwithstanding any provision of this Certificate of Completion, the City may enforce any covenant surviving this Certificate of Completion in accordance with the terms and conditions of the Agreement and the Grant Deed by which the Property was conveyed to the Developer by the City under the Agreement. The Agreement is an official record of the City and a copy of the Agreement may be inspected at the City's office located at 303 East B Street, Ontario, California 91764, during the City's regular business hours.

DATED AND ISSUED this _____ day of _____, 2026.

THE CITY OF ONTARIO
a California municipal corporation

By: _____
Scott Ochoa
City Manager

EXHIBIT A
TO
CERTIFICATE OF COMPLETION

Legal Description of the Property

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN BERNARDINO)

On _____, before me, _____, Notary Public, personally appeared _____, personally known to me 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.

WITNESS my hand and official seal.

_____
Notary Public

CITY OF ONTARIO *Agenda Report* **January 20, 2026**	**SECTION:** **ADMINISTRATIVE REPORTS/DISCUSSION/ACTION**
Department: Economic Development Prepared By: Karla Tavera Department: Prepared By: Karla Tavera Staff Member Presenting: Jennifer McLain Hiramoto, Economic Development Director Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 23

SUBJECT: **A RESOLUTION FINDING THE ONTARIO AIRPORT HOTEL AND CONFERENCE CENTER PROJECT SERVES THE PUBLIC INTEREST AND MAKING RELATED CEQA FINDINGS**

RECOMMENDATION: That the City Council adopt a Resolution finding the redevelopment, improvement and continued operation of the Ontario Airport Hotel & Conference center, located at 700 North Haven Avenue, Ontario, San Bernardino county, California 91764 by Core Hotel Venture, LLC, National Community Renaissance of California ("national core") and/or an affiliate of National Core will lessen the City's burdens, will further the goals and purposes of the City, and is in the common interest of the City and its residents); making certain CEQA findings in connection therewith.

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: No direct fiscal impact is associated with this action.

BACKGROUND & ANALYSIS: The Ontario Airport Hotel and Conference Center, located at 700 North Haven Avenue, Ontario, CA 91764 owned by CORE Hotel Venture, LLC - an affiliate of National Community Renaissance of California (NCRC), a 501(c)(3) nonprofit public benefit corporation - is proposing a comprehensive renovation of the property. NCRC is seeking tax-exempt financing for the project, which requires the City Council to make specific findings that the project will further a public purpose by lessening the burdens of local government.

On January 20, 2026, during a Public Hearing, the Council was asked to adopt the resolution supporting the project. This separate resolution specifies commitments of how the renovated hotel will serve the City, its residents and visitors upon project completion.

These commitments include discounted hotel accommodations for residents displaced by

emergencies or natural disasters, no-cost meeting and event space for City-sponsored community events, and preferential room rates and event pricing for City functions, including anticipated needs associated with the 2028 Paralympic Games. This resolution also establishes and formalizes a commitment to ongoing coordination and a reporting structure between NCRC and the City to ensure these public benefits are delivered as intended.

These commitments demonstrate how the project will provide tangible, measurable benefits that directly reduce City operational and financial burdens, thereby supporting the required public-purpose findings associated with the tax-exempt financing. Council adoption of this resolution acknowledges and memorializes these benefits as part of the City's broader economic development and community-serving objectives.

RESOLUTION NO. 2026-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, FINDING THE REDEVELOPMENT, IMPROVEMENT AND CONTINUED OPERATION OF THE ONTARIO AIRPORT HOTEL & CONFERENCE CENTER, LOCATED AT 700 NORTH HAVEN AVENUE, ONTARIO, SAN BERNARDINO COUNTY, CALIFORNIA 91764 BY CORE HOTEL VENTURE, LLC, NATIONAL COMMUNITY RENAISSANCE OF CALIFORNIA ("NATIONAL CORE") AND/OR AN AFFILIATE OF NATIONAL CORE WILL LESSEN THE CITY'S BURDENS, WILL FURTHER THE GOALS AND PURPOSES OF THE CITY, AND IS IN THE COMMON INTEREST OF THE CITY AND ITS RESIDENTS); MAKING CERTAIN CEQA FINDINGS IN CONNECTION THEREWITH.

WHEREAS, the City of Ontario ("City") has determined that the development and expansion of commerce, promotion of economic development and tourism, ensuring the health, safety and economic welfare of the City's residents, promoting arts and cultural events, and promoting the diversification of the City's economy is paramount to the continued economic development of the City and its residents; and

WHEREAS, the City has a burden to further and promote economic development within the City, and is currently undertaking a variety of projects in furtherance of this burden, including, but not limited to,

(i) Expanding the City's Toyota Entertainment District to include an additional 70,000+ square feet of commercial and retail space and a 60,000-square-foot performing arts center, with significant public infrastructure improvements (the "Entertainment District"); and
(ii) Developing a new 6,500 capacity Minor League Baseball stadium and Community Sports Complex (the "Sports Complex") that is expected to attract over 1.2 million visitors annually; and
(iii) Expanding the City's Convention Center to include an additional 247,000+ square feet of space (the "Convention Center"); and

WHEREAS, the City has a burden to:

(i) Provide safe and convenient lodging for visitors to the Entertainment District, Sports Complex, and Convention Center; and
(ii) Promote tourism to the City; and
(iii) Provide workforce development and vocational training to its residents; and
(iv) Promote engagement with the arts and other cultural events; and
(v) Promote the safety and maintenance of aging commercial properties within the City; and
(vi) Provide general services to ensure the health, safety, and welfare of its residents, including during times of natural disaster; and

WHEREAS, the City is in need of adequate space for smaller events and conventions that may not be appropriate for the Convention Center; and

WHEREAS, the City is required, from time to time, to provide short-term lodging for residents that may be displaced as a result of natural disasters and other similar emergencies; and

WHEREAS, the City is required, from time to time, to provide lodging and host trainings and seminars for its employees and other government officials; and

WHEREAS, the City desires to increase the City's participation in the 2028 Summer Olympics and to recruit the 2028 Paralympics to the City; and

WHEREAS, the presence and operation of a hotel conveniently located near the Ontario International Airport, the Entertainment District, Sports Complex, and Convention Center would facilitate economic development, tourism, workforce development, and engagement with the arts and cultural events; and

WHEREAS, the City could legally redevelop and operate such a hotel but lacks the current capacity to do so; and

WHEREAS, the Ontario Airport Hotel & Conference Center, located at 700 North Haven Avenue, Ontario, San Bernardino County, California 91764 (the "Hotel" or the "Property") is currently owned by Core Hotel Venture, LLC, a wholly owned subsidiary of National Community Renaissance of California, Inc., a 501(c)(3) organization ("National CORE"); and

WHEREAS, National CORE is seeking to redevelop the Hotel in a manner that will lessen the City's burdens; and

WHEREAS, the redevelopment of the Hotel is in the best interest of the City and the health, safety and welfare of the City's taxpayers and residents and is in accordance with the public purposes set forth in applicable law; and

WHEREAS, the redevelopment of the Hotel will further the goals and objectives of the City's general plan by: (i) strengthening the City's land use and social structure, (ii) alleviating economic and physical blight on the Property and in the surrounding community, (iii) generating property tax revenue, (iv) producing new jobs, (v) stimulating economic vitality and development, (vi) encouraging additional investment within the Ontario community; (vii) providing safe and convenient lodging for visitors to the Entertainment District, Sports Complex, and Convention Center, (viii) promoting tourism to the City, aiding in the attraction of the 2028 Summer Paralympics, and providing related economic development and additional jobs for City residents, (ix) providing workforce development and vocational training to City residents through National CORE's partnership with CORE Academy, particularly in the hospitality industry, (x) promoting the economic welfare of the City's residents through job training and new hospitality and management positions, resulting in a higher standard of living, higher rate of employment, and increased economic activity and economic stability for the City's residents; (xi)

attracting, securing and maintaining private commercial and industrial enterprises in the City through providing improved accommodations and meeting spaces for business travelers; (xii) attracting new conventions and business meetings and events to the City, complemented by National CORE negotiating favorable rooms and rates with the City, (xiii) enhancing and increasing revenues to the City to defray expenses, pay any City debt, and maintain the availability of other City funds to support necessary infrastructure improvements, further development of other City projects (including the Entertainment District, Sports Complex, and the Convention Center), and pay for other vital governmental services; (xii) promoting the increased use of the Ontario Airport by offering convenient and updated accommodations uniquely positioned to service Airport visitors, (xiv) hosting and sponsoring arts, cultural, charitable, and other community-related events and programs, in addition to renting convention and meeting facilities to the City at cost; (xv) cooperating with the City during emergencies and natural disasters to provide discounted rooms and/or meeting facilities for first responders, evacuees, etc.; and (xvi) providing general services to ensure the health, safety, and welfare of its residents, including during times of natural disaster.

NOW, THEREFORE, THE CITY COUNCIL FOR THE CITY OF ONTARIO DOES HEREBY RESOLVE AND DECLARE AS FOLLOWS:

SECTION 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

SECTION 2. City Burdens. The City has the burden to further and promote economic development within the City, to provide safe and convenient lodging for visitors to the Entertainment District, Sports Complex, and Convention Center, to promote tourism to the City, to provide workforce development and vocational training to its residents, to promote engagement with the arts and other cultural events, to promote the safety and maintenance of aging commercial properties within the City; and to provide general services to ensure the health, safety, and welfare of its residents, including during times of natural disaster (collectively, the “City’s Burdens”).

SECTION 3. Findings. The City Council finds that the redevelopment, improvement and continued operation of the Hotel by Core Hotel Venture, LLC, National CORE and/or an affiliate of National CORE will lessen the City’s Burdens, will further the goals and purposes of the City, and is in the common interest of the City and its residents. More specifically, the redevelopment, improvement and continued operation of the Hotel will lessen the City’s Burdens by: (i) strengthening the City's land use and social structure, (ii) alleviating economic and physical blight on the Property and in the surrounding community, (iii) generating property tax revenue, (iv) producing new jobs, (v) stimulating economic vitality and development, (vi) encouraging additional investment within the Ontario community; (vii) providing safe and convenient lodging for visitors to the Entertainment District, Sports Complex, and Convention Center, (viii) promoting tourism to the City, aiding in the attraction of the 2028 Summer Paralympics, and thereby generating related economic development and additional jobs for City residents, (ix) providing workforce development and vocational training to City residents through National CORE’s partnership with CORE Academy, particularly in the hospitality industry, (x) promoting the economic welfare of the City’s residents through job training and new

hospitality and management positions, resulting in a higher standard of living, higher rate of employment, and increased economic activity and economic stability for the City's residents; (xi) attracting, securing and maintaining private commercial and industrial enterprises in the City through providing improved accommodations and meeting spaces for business travelers; (xii) attracting new conventions and business meetings and events to the City, complemented by National CORE negotiating favorable rooms and rates with the City, (xiii) enhancing and increasing revenues to the City to defray expenses, pay any City debt, and maintain the availability of other City funds to support necessary infrastructure improvements, further development of other City projects (including the Entertainment District, Sports Complex, and the Convention Center), and pay for other vital governmental services; (xiv) promoting the increased use of the Ontario Airport by offering convenient and updated accommodations uniquely positioned to service Airport visitors, (xv) hosting and sponsoring arts, cultural, charitable, and other community-related events and programs, in addition to renting convention and meeting facilities to the City at cost; (xvi) cooperating with the City during emergencies and natural disasters to provide discounted rooms and/or meeting facilities for first responders, evacuees, etc.; and (xvii) providing general services to ensure the health, safety, and welfare of its residents, including during times of natural disaster.

SECTION 4. Support of Hotel Redevelopment. The City Council hereby approves the City's support of the Hotel redevelopment and improvement project as a result of the project's lessening of the City's Burdens.

SECTION 5. CEQA. The environmental impacts of this project were reviewed in conjunction with an Addendum to the Ontario Center Specific Plan Environmental Impact Report (State Clearinghouse No. 89041009), certified by the Ontario City Council on March 19, 1991, in conjunction with File No. 4059- SPA. This application introduces no new significant environmental impacts. 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. All previously adopted mitigation measures shall be a condition of project approval.

SECTION 6. Severability. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City declares that the City would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

SECTION 7. Effective Date. This Resolution shall become effective immediately upon its adoption.

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

PASSED, APPROVED, AND ADOPTED this ___ day of _____ 2026.

_____
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. 2026- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held _____ 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. 2026- duly passed and adopted by the Ontario City Council at their regular meeting held January 20, 2026.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)